



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: MAY 14, 2025
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: RECOMMENDATION TO AWARD BUILDING IMPROVEMENTS AT 14217 E. NINE MILE;
TRI-W-1527

The Purchasing Division concurs with the Public Service Department and recommends that City Council authorize awards to the following vendors (see table below) for various Building Improvements at the City building located at 14217 E. Nine Mile, in the total amount not to exceed \$107,966.01.

VENDOR	DESCRIPTION	CONTRACT	NOT TO EXCEED AMOUNT
Comcast Cable 5700 Enterprise Ct. Warren, MI 49082	Furnish and Install Fiberoptic Network	Sole Source	\$ 30,000.00
D/A Central, Inc. 13155 Cloverdale Oak Park, MI 48237	Furnish and Install Cameras, Card Readers, etc.	RFP-W-0648	\$ 19,301.48
Future Fence Co. 23450 Regency Park Warren, MI 48089	Furnish and Install Fencing	ITB-W-1527	\$ 30,706.00
Presidio Network Solutions Group 48325 Alpha Dr., Ste 150 Wixom, MI 48393	Furnish and Install Network and Cablling	MHEC #08012021	\$ 30,056.06
GRAND TOTAL:			\$ 107,966.01

The Public Service Department is seeking to rehabilitate the building located at 14217 E. Nine Mile Road (formerly used by the WWTP) in order to accommodate and support the Department of Property Maintenance Division staff, which are moving from City Hall to the new location once the rehabilitation is complete. The building currently has no connection to the City network, no security cameras, or security access. This recommendation before you today is for the purchase and installation of necessary improvements to the building.

The City is utilizing the sole source provider, Comcast Cable for the project design and installation of Fiberoptic network lines, in an amount not to exceed \$30,000.00. The cost is estimated to be \$27,902.47. The City is requesting an amount of \$30,000.00 to cover any unforeseen costs that may arise.

The City is utilizing the current extendable City agreement (RFP-W-0648) with D/A Central, Inc., for furnishing and installing cameras, key readers, and necessary hardware, based on the pre-established labor and material rates, in the total amount not to exceed \$19,301.48.

On Wednesday, May 7, 2025, electronic bids were publicly opened for ITB-W-1527; To Furnish and Install Fencing at 14217 E. Nine Mile Road. The bid was advertised on the BidNet® (MITN) system. There were seven (7) vendors who submitted bids, which are summarized on the attached bid tabulation form submitted for your review.

This recommendation before you today is for an award to the low responsible and cost-effective bidder, Future Fence Company, for the purchase and installation of security fencing, in a total amount not to exceed \$30,706.00.

The City is also recommending an award to Presidio Network Solutions, for the purchase and installation of hardware, electronics, switches, networking, and cabling, utilizing the Cooperative Midwestern Higher Education Compact (MHEC) Contract #MHEC-08012021 (see attached), in a total amount not to exceed \$30,056.06.

Funds for this purchase are available in the following Account: 101-1422-97400, dependent upon concurrent resolution of budget amendment.

Respectfully Submitted,



Shanah Turner
Assistant Buyer

Read and Concur,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/14/2025
Controller:		5/14/2025
MAYOR:		5/14/2025



Comcast Cable
5700 Enterprise CT
Warren Mi
49082

INVOICE

Customer

Name City of Warren
Address 14217 9 Mile Rd
City Warren State Mi ZIP
Phone

Date 3/31/2025
Order No.
Rep Tim Frederick
FOB MI

Qty	Description	Unit Price	TOTAL
1	Project Design		\$368.57
1	Permitting	\$5,511.87	\$5,511.87
1	Fiber Construction Labor	\$11,437.67	\$11,437.67
1	Materials	\$10,323.95	\$10,323.95
1	Survey	\$260.41	\$260.41

Payment Details

- ☐ Cash
☒ Check
☐ Credit Card

Name
CC #
Expires

Subtotal	\$27,902.47
Shipping & Handling	
Sales Tax	
TOTAL	\$27,902.47

Office Use Only

Payment required before work can begin.



D/A CENTRAL
intelligent technology solutions

**PROPOSAL
25162**

March 21, 2025

**13155 Cloverdale
Oak Park, MI 48237**

BILL TO:

City of Warren
Purchasing Department
One City Square-Suite 425
Warren, MI, 48093-5289
Attn: Craig Treppa
(586) 574 4636

WORK LOCATION:

**City of Warren Department of Property
Maintenance**
14217 9 Mile Road
Warren, MI,
Attn: Steve Campbell
(586) 574 4605

Add Cameras and Access door at Department of Property Maintenance

Steven Campbell
Public Services Administrative Supervisor
City of Warren
1 City Square
Warren, Michigan 48093

Steven,

Thank you for the opportunity to quote the price to design and install a security system for your building to be occupied by the Department of Property Maintenance, based on our site visit.

This proposal includes installing the new cameras and access control listed below in detail, with camera coverage as shown but not limited to the accompanying drawing overview. Cameras will stream over the City's network to be recorded by the City's NVR.

SCOPE OF WORK DETAILS

D/A Central will provide and install the following:

ACCESS CONTROL

Door 1 - Main Entrance

- Connected to new Lenel Controller with integrated Reader Module in MDF
- Mini Mullion Card Reader
- Door monitoring equipment – REX, DC
- Deadlatch, dark bronze
- Latch Paddle, dark bronze
- Standard electric strike with dark bronze faceplate

Head-End

- New Lenel System Controller with Integrated Reader Module
- Access Control Power Supply

VIDEO

Camera 1 - West Side Perimeter Exterior

- Connected to new video security network switch
- 24MP (3X8MP) Multisensor camera (270 degree view)
- Cat6 plenum cable (yellow)
- Intended view – parking lot, drive entrance, main entrance building exterior

Camera 2 - North Perimeter Exterior

- Connected to new video security network switch under canopy
- 8MP Wall mounted dome camera
- Cat6 plenum cable (yellow)
- Intended view – North Perimeter Exterior

Camera 3 - South Perimeter Exterior

- Connected to new video security network switch under canopy
- 8MP Wall mounted dome camera
- Cat6 plenum cable (yellow)
- Intended view – South Perimeter Exterior

Head-End

- 8 Port Managed PoE switch
- 24 Port Patch Panel, keystone jacks and patch cables as needed
- Equipment rack provided by others if applicable

General Requirements and Responsibilities

By D/A Central:

- Initial programming and set-up of the doors in the system
- Initial programming and set-up of the cameras in the system
- Remote-based programming and set-up of doors in the system to allow site to perform final programming
- Remote programming and set-up of cameras in system to allow site to perform final programming for desired views based on user login
- Coordinate and work with Client for configuration and functional testing of the system.
- Initial programming needed to bring the system online
- D/A Central may utilize trusted partners to install system components locally.
- Final programming needed to fully test and hand over system

By Client:

- Client will be responsible for final programming and badge holder access assignment.
- Client will be available for camera view confirmations and final approvals
- If needed, IP addresses and POE/POE+ network switch ports, all network infrastructure, gateways, subnets and VLAN's. Configuration in a timely manner for proper system management and deployment
- All 120V-AC power and conduit to be provided by others, unless specifically noted herein
- If needed, Client will be responsible for providing a tie-in from the fire alarm system to drop power to the locking hardware, either at the device or at the power source
- If needed, provide location & space at head-end for hardware installation/mounting, including fire-rated back plane (plywood) as applicable.
- All licenses, permits and associated fees to be the responsibility of others (unless noted herein).
- Client representative will be available for final testing and walkthrough for project sign off.

Disclosures and Clarifications:

- Due to possible market and supply chain fluctuations, D/A Central cannot guarantee a specific timeline for delivery and installation of the proposed solution. We will use resources to the best of our ability to meet timelines.
- This proposal is valid for 30 days from the date shown.
- This proposal is deemed as NOT requiring Authority Having Jurisdiction (AHJ) sign-off or acceptance. Should this change in the future, it is above and beyond this scope and additional charges may be incurred
- Working hours, unless otherwise agreed upon, are 8:00 am - 5:00 pm, Monday-Friday. Any work performed outside these hours will require additional charges
- D/A must be provided free access to the areas needed for this solution. Please inform us if there are certain considerations of which we should be aware.
- Site will be left clean and free of installation debris at the end of each day and the end of the project in general.
- If applicable, D/A will adhere to site requirements. If site rules require two people to operate a lift, this may be reason for additional charges.
- If extensive site / safety training is required, this may be reason for additional charges.
- Any additional conduit work, other than what is listed in the breakdown above, is not included in the quote and if required may require additional charges.
- D/A will be able to provide as-built drawings only if clean drawings in CAD or PDF format are provided to us.
- Whenever possible, D/A Central prefers to have remote access set up to provide final programming, testing, and future serviceability.
- Additional work outside the scope of this project will be handled on a time and material basis.
- D/A is non-union. Therefore, union labor is not included in this proposal unless indicated otherwise.
- Any required rooftop penetrations are excluded from this proposal; to be provided by others.
- Expedited Shipping, if required, will be billed separately.

This quote has been provided using the pricing agreed upon between the City and D/A Central, Inc., reference contract # RFP-W-0648

Included with this quote is a five (5) year Prime Support Warranty for the new parts and labor.

The next pages will show a line-item listing of equipment and services and a project total.

Should you have any questions, please contact me at 248/399-0600 x 122.

If you find this proposal acceptable, please sign and date on the last page and return to me in an email to joe.vanwel@dacentral.com. Or, you could provide a purchase order if you prefer.

Thank you for the privilege of serving.

Regards,

Joseph A. Vanwelsenaers

Joseph A. Vanwelsenaers

D/A Central, Inc.

13155 Cloverdale

Oak Park, Michigan 48237

PH:248/399-0600 x 122

Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MultiSensor, 3x8MP, 3.3-5.7mm, 270 Degree, WDR, Camera Only MSRP=\$2,651	1.00	\$2,120.80	\$2,120.80
Pendant Mount Adapter, Outdoor MSRP=\$199.28	1.00	\$159.42	\$159.42
Dome Bubble, Cover, Outdoor, Clear MSRP=\$199.28	1.00	\$159.42	\$159.42
Wall Mount, Large Pendant Camera MSRP=\$121.32	1.00	\$97.06	\$97.06
Corner Mount Adapter MSRP=\$145	1.00	\$116.00	\$116.00
IR Illuminator Ring, 100' MSRP=\$389.40	1.00	\$311.52	\$311.52
PoE++ Injector, Gigabit 802.3bt, Single Port, 60W, H5 Multisensor MSRP=\$177	1.00	\$141.60	\$141.60
Dome, 8MP, Outdoor, 4.4-9.3mm, IR MSRP=\$1,846.72	2.00	\$1,611.68	\$3,223.36
NPT Pendant Adapter, H6A MSRP=\$60	2.00	\$52.36	\$104.72
Wall Mount, Pendant Arm, 1.5" NPT MSRP=\$105	2.00	\$91.64	\$183.28
Switch, Managed, IronLink, Smart, 8 Port MSRP=\$729	1.00	\$583.00	\$583.00
Patch Panel, 24-Port, CAT6, 1U	1.00	\$87.26	\$87.26
Keystone-color to be determined	4.00	\$3.53	\$14.12
Patch Cable, CAT6, 1'	4.00	\$1.95	\$7.80
License, ACC7, Enterprise MSRP=\$316.51	3.00	\$276.23	\$828.69
ACC Smart Plan, Enterprise, 5 Year MSRP=\$107	3.00	\$104.73	\$314.19
CAT6, Plenum, Unshielded	4.00	\$42.59	\$170.36
cable support	25.00	\$2.50	\$62.50
Composite, Plenum, Mint	1.00	\$146.59	\$146.59
Cabling	10	\$85	\$850.00
Installation Services	10	\$85	\$1,700.00
Engineering Services	2	\$125	\$250.00
CAD and Documentation	2	\$100	\$200.00
Project Management	3	\$100	\$300.00
Investment Protection for 1 year	5.00	\$923.76	\$4,618.80
Miscellaneous Installation Materials	1.00	\$94.70	\$94.70
Freight			\$295.93
Intelligent Controller, Single Door MSRP=\$1,290	1.00	\$1,032.00	\$1,032.00
Power Supply, 12/24VDC, 2.5A, CTX MSRP=\$446	1.00	\$356.80	\$356.80
Battery, 12V, 7A, Rechargeable, Lead Acid	2.00	\$29.98	\$59.96
Reader, BlueDiamond Mobile Enabled, Mini-Mullion, Multi-Tech, Bluetooth, Terminal, Black MSRP=\$270	1.00	\$216.00	\$216.00
PIR, Request To Exit, Light Grey Finish MSRP=\$114	1.00	\$91.20	\$91.20
Generic Door Contact	1.00	\$10.00	\$10.00
RH DEADLATCH MSRP=\$105	1.00	\$84.00	\$84.00
LATCH PADDLE MSRP=\$128	1.00	\$102.40	\$102.40
12/24V STRIKE BODY MSRP=\$205	1.00	\$164.00	\$164.00
DARK BRONZE FACEPLATE MSRP=\$55	1.00	\$44.00	\$44.00

TOTAL EQUIPMENT	\$11,382.68
TOTAL LABOR	\$7,918.80
SUBTOTAL:	\$19,301.48
TAX (EXEMPT):	\$0.00
TOTAL:	\$19,301.48



Proposal # 25162
Date: 3/21/2025

Summary of Costs

TOTAL EQUIPMENT	\$11,382.68
TOTAL LABOR	\$7,918.80
SUBTOTAL:	\$19,301.48
TAX (EXEMPT):	\$0.00
TOTAL:	\$19,301.48

Acceptance

The contract price for engineering and mobilization will be billed up front, unless otherwise stated or indicated in an existing MSA. Projects exceeding one calendar month will be billed for work completed during each month (progressive billing). Progressive billing will include invoicing for engineering and programming, prior to on-site installation, as well as for materials stored at D/A Central Inc. offices and/or delivered to site. Progressive billing for project management will also be done based on a monthly percentage of the proposed total upon commencement of installation.

This quote is valid for 30 days.

CLIENT: **City of Warren Department of Property Maintenance**

DATE: _____

SIGNATURE: _____

PRINT: _____

PO: _____

COMPANY: **D/A Central, Inc.**

TITLE: Add Cameras and Access door at
Department of Property Maintenance

PROPOSAL #: 25162

SALES REP: Joe Vanwelsenaers

PHONE: (248)399-0600 EXT 122

EMAIL: joe.vanwel@dacentral.com

AS-READ BID SUMMARY

City of Warren 1 City Square Warren MI 48093		BID: ITB-W-1527 Bid Opening Date: 5/7/2025 Department: PUBLIC SVC
PRODUCT OR SERVICE: FURNISH & INSTALL FENCING AT 14217 E. NINE MILE ROAD		
BIDDER	GRAND TOTAL	
AMERICAN FENCE & SUPPLY, CO., INC.	\$	38,256.50
DECIMA, LLC.	\$	39,811.60
FUTURE FENCE COMPANY	\$	30,706.00
KIMBERLY FENCE COMPANY	DID NOT SUBMIT THE PROPER DOCUMENTATION, THEREFORE, BID NOT CONSIDERED	
OCG COMPANIES - INDUSTRIAL SERVICES	\$	31,245.00
RAVEN FENCE COMPANY	\$	31,876.92
RMD HOLDINGS, LTD. Dba NATIONWIDE CONSTRUCTION GROUP	\$	35,970.00

ITEM	DESCRIPTION	AMERICAN FENCE	DECIMA, LLC.	FUTURE FENCE COMPANY	OCG COMPANIES - INDUSTRIAL SERVICES	RAVEN FENCE COMPANY	RMD HOLDINGS, LTD dba NATIONWIDE CONSTRUCTION GROUP
1	6' Tall chain link fence with top rail	\$ 25,928.00	\$ 32,004.60	\$ 23,382.00	\$ 23,545.00	\$ 17,432.64	\$ 27,990.00
2	6' Tall chain link gate 24' wide (two 12' sections) with top rail	\$ 4,726.00	\$ 3,903.50	\$ 2,710.00	\$ 3,850.00	\$ 7,222.14	\$ 3,990.00
3	6' Tall chain link gate 24' wide (two 12' sections) with top rail	\$ 7,602.50	\$ 3,903.50	\$ 4,614.00	\$ 3,850.00	\$ 7,222.14	\$ 3,990.00
GRAND TOTAL:		\$ 38,256.50	\$ 39,811.60	\$ 30,706.00	\$ 31,245.00	\$ 31,876.92	\$ 35,970.00

Contract Number: MHEC-08012021

Amendment #1
Between
Presidio Networked Solutions Group, LLC
And
The Midwestern Higher Education Compact
Contract Number: MHEC-08012021

Whereas, this Amendment #1 ("Amendment") to Master Price Agreement, Contract No. MHEC-08012021 ("Agreement") is entered into by the Parties to the Agreement to amend and modify the Agreement by and between the Midwestern Higher Education Compact ("MHEC") and Presidio Network Solutions Group, LLC ("Presidio"), as follows:

Whereas, the Parties entered into the Master Agreement dated August 2, 2021 (the "Agreement") and the Parties now desire to amend the terms of the Agreement.

Now, therefore:

Section 5. Contract Term. Shall be deleted in its entirety and replaced with the following:

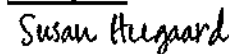
"5. Contract Term. This Agreement shall be effective on August 1, 2021 and shall remain in effect until July 31, 2028 (Term Ending Date) or unless otherwise terminated pursuant to the terms of the Agreement. Eligible Participants may procure products and services from Presidio under the terms of the MHEC Master Agreement at any time during the duration of the Agreement or any renewal thereof. A valid Order's period of performance can extend beyond the last day of the term of this Agreement as long the Order was issued (and executed by mutual parties) on a date within the effective contract term."

Except as set forth above, the Agreement shall remain as stated. In the event of a conflict between the terms found elsewhere in the Agreement and this Amendment #1, this Amendment #1 shall control.

This Amendment #1 is hereby executed by the Parties' authorized representatives set forth below, and effective upon the later date of signatures hereto ("Effective Date").

Midwestern Higher Education

Compact by:



F12C8485BF08485...

Signature

Susan Heegaard

Name

President

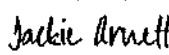
Title

July 5, 2024 | 12:05 PM PDT

Date

Presidio Networked Solutions Group, LLC.

DocuSigned by:



PO01089E1F5CAAD...

Signature

Jackie Arnett

Name

Contract Director

Title

July 3, 2024 | 1:09 PM CDT

Date

TO: City of Warren
 Laura Wilson
 Attn Payables One City Square, Suite 425, Purchasing
 Warren, MI 48093
 lwilson@cityofwarren.org
 (p) 586-574-4616
 (f) (586) 258-2001

FROM: Presidio Networked Solutions Group, LLC
 Randy Finch
 660 E. 10 Mile Road
 Suite 110
 Ferndale, MI 48220
 rfinch@presidio.com
 (p) +1.469.464.1294

Customer#: CITYW005
Account Manager: Cassie Damer
Inside Sales Rep: Randy Finch
Title: City of Warren - New 9 Mile Building

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
Cisco					
SFP-10G-LR-S=					
1	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	\$809.91	2	\$1,619.82
Total:					\$1,619.82
C9300-48P-A					
2	C9300-48P-A	Catalyst 9300 48-port PoE+, Network Advantage	\$5,916.80	1	\$5,916.80
3	CON-L1NCD-C93004PA	CX LEVEL 1 8X7NCD Catalyst 9300 48port PoE Network Adva	\$1,031.09	1 for 36 mo(s)	\$3,093.27
4	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	1	\$0.00
5	CON-L1SWT-C93A48	CX LEVEL 1 SW SUB C9300 DNA Advantage	\$187.02	1 for 36 mo(s)	\$561.06
6	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$3,670.43	1	\$3,670.43
7	D-DNAS-EXT-S-T	Cisco DNA Spaces Extend Term License for Catalyst Switches	\$0.00	1	\$0.00
8	D-DNAS-EXT-S-5Y	Cisco DNA Spaces Extend for Catalyst Switching - 5Year	\$0.00	1	\$0.00
9	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	\$0.00	1	\$0.00
10	TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	\$0.00	1	\$0.00
11	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	1	\$0.00
12	SC9300UK9-1712	Cisco Catalyst 9300 XE 17.12 UNIVERSAL	\$0.00	1	\$0.00
13	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
14	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$730.58	1	\$730.58
15	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
16	C9300-SSD-NONE	No SSD Card Selected	\$0.00	1	\$0.00
17	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$58.45	1	\$58.45
18	C9300-SPWR-NONE	No Stack Power Cable Selected	\$0.00	1	\$0.00
19	C9K-ACC-SCR-4	12-24 and 10-32 SCREWS FOR RACK INSTALLATION, QTY 4	\$0.00	1	\$0.00
20	TE-C9K-SW	TE agent for IOSXE on C9K	\$0.00	1	\$0.00

21	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,490.38	1	\$1,490.38
22	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
Total:					\$15,520.97
Total (Cisco):					\$17,140.79
TDSynnex					
23	9PX1500RT-L	Eaton 9PX 1500VA 1350W 120V Online Double-Conversion UPS 5-15P, 8x 5-15R Outlets, Lithium-Ion Battery, Cybersecure Network Card Option, 2U Rack/Tower	\$2,688.73	1	\$2,688.73
24	NETWORK-M3	Eaton Cybersecure Gigabit NETWORK-M3 Card for UPS and PDU	\$361.86	1	\$361.86
25	C6-PR-NB-1-ENC	CAT6 PURPLE 1FT NO BOOT PATCH CABLE	\$1.20	24	\$28.80
Total (TDSynnex):					\$3,079.39
Ingram					
26	AP45-US	Premium Performance MultiGigabit WiFi 6E Access Point (4x4:4) with Adaptive Bluetooth Low Energy Array for Advanced Location based services, with built in Internal Antenna - US only; Universal Mounting Bracket is included; Comments: CONFIG Q0062336-1-2 - MUST ORDER TOGETHER Fulfillment: Distributor	\$1,266.76	2	\$2,533.52
27	SUB-2S-5Y	Subscriptions for 2 services (specify from SUB-MAN, SUB-ENG, SUB-AST, SUB-VNA, SUB-PMA) for one access point for 5 years: includes upgrades, cloud function subscriptions and limited lifetime warranty benefits on indoor access points; Contains WIFI A... Comments: CONFIG Q0062336-1-2 - MUST ORDER TOGETHER Fulfillment: Juniper	\$741.18	2	\$1,482.36
Total (Ingram):					\$4,015.88

			Sub Total:	\$24,236.06
			Grand Total:	\$24,236.06

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1 1/4% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided. If you are entitled to a tax exemption please upload your tax exemption certificate(s) to <https://app.certexpress.com/?c=32682b7046535333684958324362453d>
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is invoiced for hardware ("goods") upon shipment from the manufacturer and shall accept and pay for partial shipments. Software is invoiced upon shipment of media or when download capability is provided. OEM services are billed per the OEM SOW. Presidio services are billed per the Presidio SOW.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges for shipment of goods.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT.
- Presidio accepts no responsibility / liability in connection with the shipment.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees. Client may be asked to execute a Presidio "Warehousing Agreement", CLIENT must provide primary insurance coverage for CLIENT equipment held in a Presidio warehouse.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.

Warranty and Limitation of Liability

• Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.
- Delivery of software licenses are agreed to be accepted in electronic form from the third party software company. Otherwise, you agree to self-accrue any applicable sales tax at the rate in effect for the jurisdiction.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)
- Delivery of software maintenance, including upgrades and updates are agreed to be accepted electronically. Otherwise, you agree to self-accrue applicable sales tax.

Confidential Information.

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date

1. GENERAL INFORMATION

Client Name	City of Warren	Account Manager	Cassie Damer
Contact Name	Laura Wilson	Solution Architect	Jake Montgomery
Contact Phone	586-574-4616	Opportunity #	1003525098911.1
Contact Address	Attn Payables One City Square, Suite 425, Purchasing Warren MI 48093	Date	March 5 2025
Contact Email	lwilson@cityofwarren.org	Service Title	New 9 Mile Building

2. PROJECT INTRODUCTION

Presidio is pleased to propose the following solution to City of Warren ("Client"). This Service Request ("SR") defines the tasks to be performed and the responsibilities of Presidio and Client.

The Professional Services as stated within this SR are subject to and shall be governed by Presidio's Terms of Service Agreement (<https://presidio.com/presidio-terms-of-service-agreement>) which are incorporated into and made a part of this SR by this reference; unless a valid Master Services Agreement ("MSA") between the parties, if any, for professional services has been executed and is in force at the time any SR is executed; in which case the terms of the Master Services Agreement shall govern to the extent that they are inconsistent with this SR.

2.1. Project Overview

Warren has acquired a new building and would like to add it to its WAN to provide wired and wireless access to staff that are to be placed there.

2.2. Solution and Approach Overview

Presidio will install and Configure:

- 1 Cisco 9300 Edge Switch
- 2 Juniper MIST AP45 access points

2.3. Service Detail**Phase: Install and Configure****Service Name: Power Systems Installation****Activity Scope:**

Presidio will unbox and install 1 Uninterruptible Power Supplies (UPS) at (1) MDF location.

Service Name: Cisco Catalyst Core Switch Deployment**Activity Scope:**

Presidio will install and configure the following:

- Core/Distribution configuration using either the standard template or the one provided by the Client
- Up to (two (2) uplinks, two (2) downlinks
- L2/L3 for up to ten (10) VLANs

Presidio Service Request

- AutoQoS
- Two (2) L3 WAN/DC/Uplinks
- Perform Functional testing.

Service Name: Juniper MIST Dashboard- Site Creation and AP Deployment

Activity Scope:

Presidio will create a new site within the MIST Dashboard and design and configure it to enable wireless access point functionality at the new location. Presidio will also mount two (2) Juniper access points

Phase: Document and Support

Service Name: Networking As-Built Document

Activity Scope:

As part of the Project Deliverables, Presidio may create and provide documentation to you for the products installed or upgraded as applicable. Depending on the solution(s) you choose, this documentation may be delivered as a single document. Various types of documentation are available, including but not limited to the examples listed below. If you require additional or printed documentation, you can request it for an extra fee.

- Basic As-Built documentation
- Detailed Visio Diagram only

Service Name: Networking Migration Event Remote First Day In Service (FDIS) Support (4 hr) |

Activity Scope:

Presidio will provide up to four (4) hours of remote Networking engineering support during an agreed-upon migration or go-live event window.

3. OUTCOMES AND DELIVERABLES

- The City of Warren Internal Network and Internet egress will be made available at this new location.
- The City of Warren Network(s) will be made available to the building via secure wireless networking.

4. ASSUMPTIONS

- Client has read and agrees with all Items contained or omitted within this Service Request.
- This SR supersedes all prior written or oral agreements, representations, and understandings related to the subject matter hereof. Any purchase order submitted pursuant to this SR shall be subject to the terms herein and shall not be subject to any new or different terms, including pre-printed terms on such order. All changes to this agreement must be executed in writing and accepted by both parties, as indicated by authorized signature, prior to the execution of work.
- Presidio will hold no responsibility for any changes made "after" releasing the system to the Client. Presidio expressly disclaims any liability for non-performance or the delivery of poor quality of services resulting from errors or omissions in information provided to Presidio by Client, whether Presidio knew or should have known of any such errors or omissions, or whether Presidio was responsible for or participated in gathering of such information. Significant delays, revisits, or cancelled changes outside of Presidio's control may necessitate a change order to account for rescheduling.
- Working Hours: Presidio and Client will jointly agree on the location of the resources, onsite requirements, and what time the services will be provided. By default:
 - Services delivered by resources working in North America and Europe will be provided from 8 AM to 5 PM, relative to the local time zone of the assigned resources, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.
 - Services delivered by resources working in India will be provided from 11 AM to 8 PM IST, Monday through Friday, excluding standard Presidio holidays specific to the resources' location.

Presidio Service Request

- Resources may work hours other than those defined as normal business hours to accommodate their travel schedules and time zones.
- Any Items or tasks not explicitly listed as in-scope within this SR are considered to be outside of the scope and not associated with this SR and price.
- If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
- Presidio will not be held responsible for troubleshooting networks, applications, and/or hardware if Client has no formal change management documented processes and policies.
- Presidio may engage subcontractors and third parties in performing a portion of this work.
- Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
- Some activities included in this project may be performed on Presidio's premises.
- Not all features or functions of the installed system are included in the scope of this engagement.
- Presidio reserves the right to modify the approach outlined within this SR if it does not alter the timeline or overall outcome of the engagement.
- Presidio will configure the systems outlined within this Service Request with a unique set of authentication credentials unless otherwise provided by the Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.
- Any documentation will be delivered in Presidio format unless otherwise stated in this SOW.
- Project success criteria will be defined by the Client and jointly agreed to with Presidio.
- Client staff will participate throughout the implementation.
- Network Management (Monitoring and Alerting) are not included in this effort.
- Access point locations are reachable by a common ladder provided by the client.

Wireless SSID's provided to the location may be slightly modified clones of existing SSID's from other locations. No custom wireless SSID's or authentication methods are needed.

5. CLIENT RESPONSIBILITIES

- Provide a primary contact and a secondary contact when the primary is unavailable with the authority and the responsibility of issue resolution and the identification, coordination, and scheduling of Client personnel to participate in the implementation of the SR. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
- Be responsible for having in place active manufacturer support contracts on all devices that are the subject of this SR.
- If on-site services are required and authorized, Client will:
 - Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies.
 - Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
- If system access is required:
 - Provide all required functional access (passwords, IP address information, etc.) as required for Presidio to complete the tasks.
 - Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
 - Provide VPN remote access for troubleshooting and configurations related to the project, as necessary. Utilizing Webex, Microsoft Teams, or other similar screen sharing/meeting technology as opposed to independent VPN access or virtual desktop is out of scope. If there is no other option,

Presidio Service Request

Presidio will issue a Change Request to add additional funds to the project to accommodate the increase in time and effort.

- Provide required and requested documentation or information needed for the project within two (2) business days unless otherwise agreed to by all parties.
- Provide Presidio with access to their systems, appropriate processes, and personnel as reasonably necessary for Presidio to fulfill its obligations.
- Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Client staff will participate throughout the implementation.
- Participate in all working sessions as required to ensure the success and efficacy of the services rendered.
- Racks will be installed and power will be ran to the cabinet before project is to begin.
- Client will have all necessary power, heating/cooling, racking, and patching for this project.
- Client will provide Ethernet (Cat 6) cabling from the MDF to the AP mounting locations with a 15 foot service loop.

6. PROJECT MANAGEMENT

Presidio will provide a Project Coordinator (PC) who will support the administration of this project and support the Presidio engineers with resource scheduling and billing issues.

Included in our standard Project Coordination offering for this engagement are the following:

- Remote kickoff meeting scheduling
- Resource scheduling and oversight
- Escalation facilitation
- Project closure and acceptance signoff

7. LOCATIONS

All Services outlined in this SR will be performed and delivered remotely unless otherwise specified. Services described in this SR may be performed or will impact the following locations.

Location	Address	City State ZIP
9 mile building	14217 E 9 Mile Rd	Warren, MI 48089

Presidio Service Request

8. PRICING AND PAYMENT TERMS

Presidio is providing a Fixed Fee Price of **\$5,820.00** as part of this Service Request.

- Presidio will bill Client upon signing of this Service Request.
- If Client delays the project start or delays work on a subsequent milestone, Client must give Presidio written notice of delay no less than two weeks before work was scheduled to begin. If Client does not give adequate notice of the delay, Client may be liable to pay an amount equal to the milestone to be delayed based on the Project Pricing section.

8.1. Additional Expenses

There are no anticipated travel or incidental expenses to be incurred by Presidio in association with the execution of this Service Request, and therefore, no expenses will be billed to Client.

9. APPROVAL SIGNOFF

The scope and pricing are valid for 60 days unless otherwise noted.

Authorized Client Signature	Title	Date
Authorized Presidio Signature	Title	Date



May 8, 2025

DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

Craig Treppa
Purchasing Agent
1 City Square
Warren, MI 48093

RE: Purchase Recommendation to award of Presidio equipment and hardware installation \$30,056.06, D/A Central cameras, key reader and equipment installation \$19,301.48, Comcast Fiberoptic Installation \$30,000.00 (not to exceed) and Future Fence Company \$ 30,706.00.

Mr. Treppa,

Public Services is in the process of rehabbing 14217 Nine Mile to move the Department of Property Maintenance in the building. The building currently has no Comcast fiberoptics to connect the City of Warren fiber ring (I-Net) to the city network. There are currently no security features such as cameras or door key readers for access and the construction fencing has been removed by the construction company. In order to complete the conversion of this building to our data network and security network, these things need to be installed before we can move DPMI into the building. The DPMI and Blight crew have done an excellent job cleaning up and rehabbing the interior of the building reducing the overall cost of the project for the city, thus saving the city money. We have requested bids for these necessary repairs by way of the BidNet (MITN) Procurement System bids and government contracts.

Comcast is a sole source company for the City of Warren's Fiber Ring network system. They are the only company that can manage and maintain the fiber ring (I-net) system for the City of Warren, making them a sole source company for the fiberoptic installation.

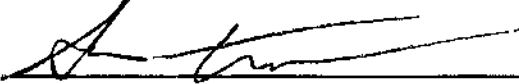
Thus, the Department is recommending that the installation of Fiberoptic network lines be awarded to the sole source provider, Comcast Cable, in the amount not to exceed \$30,000.00. Funds are available in the following account: 101-1422-80100.

The Department is recommending D/A Central for the purchase and installation of cameras, key reader and necessary hardware, utilizing the rates established in the City's extendable agreement with D/A Central (RFP-W-0648), in the amount of \$19,301.48. Funds are available in the following account: 101-1422-97400.

The Department is recommending Presidio Network Solutions Group, LLC, for the purchase and installation of hardware, electronics, switches, networking and cabling, utilizing the Midwestern Higher Compact Cooperative Contract # MHEC-08012021, in the amount of \$30,056.06. Funds are available in the following account: 101-1422-85300.

The Department is also recommending the award of bid ITB-W-1527 to Future Fence Company 23450 Regency Park Dr. Warren, MI 48089 to properly furnish and install security fencing at the site, in the amount of \$30,706.00. Funds are available in the following account: 101-1422-97400.

Respectfully,


Steve Campbell
Public Service Administrative Supervisor
Dave Muzzarelli
Public Service Director

RESOLUTION

Document No: TRI-W-1527

Product or Service: Furnish 9 Mile Building Improvements

Requesting Department: Public Service

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.

Upon performing a diligent inquiry, the Public Service Department has determined that it is necessary in the interest of the City to award the following vendors listed in the table below for various Building Improvements at the City building located at 14217 E. Nine Mile, in the total amount not to exceed \$107,966.01.

VENDOR	DESCRIPTION	CONTRACT	NOT TO EXCEED AMOUNT
Comcast Cable 5700 Enterprise Ct. Warren, MI 49082	Furnish and Install Fiberoptic Network	Sole Source	\$ 30,000.00
D/A Central, Inc. 13155 Cloverdale Oak Park, MI 48237	Furnish and Install Cameras, Card Readers, etc.	RFP-W-0648	\$ 19,301.48

Future Fence Co. 23450 Regency Park Warren, MI 48089	Furnish and Install Fencing	ITB-W-1527	\$ 30,706.00
Presidio Network Solutions Group 48325 Alpha Dr., Ste 150 Wixom, MI 48393	Furnish and Install Network and Cablling	MHEC #08012021	\$ 30,056.06
GRAND TOTAL:			\$ 107,966.01

Funds are available in Account: 101-1422-97400, dependent upon concurrent resolution of budget amendment.

IT IS RESOLVED, that the vendors listed in the table above are hereby accepted by City Council, in the total amount not to exceed \$107,966.01.

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

X Bid document
X Contract
X Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

Mindy Moore
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

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

Sonja Buffa
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: MAY 9, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: SOL-W-1543; RECOMMENDATION TO AWARD ANIMAL CONTROL SERVICES FOR THE
POLICE DEPARTMENT

The Purchasing Division concurs with the Police Department and recommends that City Council waive the bidding process and authorize one (1) year of Animal Control Services to the vendors shown in the table below and in the annual not-to-exceed amounts listed in the table.

VENDOR	ANNUAL NOT-TO-EXCEED AMOUNT
Animal House Pet Services 15075 E. 11 Mile Road Roseville, MI 48066	\$ 30,000.00
County of Lapeer 255 Clay Street Lapeer, MI 48446	\$ 15,000.00
Critter Removal (Roger Anthony Desmet) 53554 Andrew Circle New Baltimore, MI 48047	\$ 15,000.00
Eastpointe Animal Hospital 18243 E. 9 Mile Road Eastpointe, MI 48021	\$ 20,000.00
Paws for Life 318 John R. Road Troy, MI 48083	\$ 10,000.00
Wilson Veterinary Hospital 12000 Durham Street Washington, MI 48095	\$ 30,000.00
GRAND TOTAL:	\$120,000.00

The Police Department's Animal Control Division faces many challenges when dealing with sick, injured, and stray pets & animals that they come across on a daily basis. Many of these animals have been abandoned and require various types of care that include, but are not limited to, medical treatment, lodging, and euthanizations. Due to the many types of services needed, the Police Department will use the vendors listed in the table above that have proven to be the best option to use, depending on the service(s) needed.

Thus, the Police Department is requesting that City Council waive the bid process and authorize the Police Department to utilize the six (6) vendors listed above, as needed, for pet and animal services, in the not-to-exceed amounts shown per vendor.

If approved by your honorable body, this award shall commence on July 1, 2025, or upon Council approval, whichever occurs later, for a one (1) year period.

Funds are available in the following Account: 101-1430-80500.

Respectfully Submitted,


Read and Concur,



Shanah Turner
Assistant Buyer



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/12/2025
Controller:		5/12/2025
MAYOR:		5/12/2025



WARREN POLICE DEPARTMENT
28000 CIVIC CENTER BLVD.
WARREN, MI 48090
(588) 574-4700
FAX (588) 574-4862
www.cityofwarren.org

May 6, 2025

Mr. Craig Treppa, Purchasing Agent, City of Warren

RE: CITY OF WARREN ANIMAL CONTROL FUNDS

Dear Mr. Treppa:

Each Fiscal year the City of Warren Police Department requires funds set aside for Animal Control matters. Our Animal Control officers face many challenges with stray, sick, injured animals/pets where many of them are abandoned. This poses many problems for proper care of the animals including (but not limited to) lodging; funds; euthanizations; and facilities that will allow/perform these services. Due to the many services needed to care and lodge these animals in anticipation of new homes, the City of Warren Police/Animal Control has agreements in place with many Veterinarians and animal hospitals.

The City of Warren Police Department has analyzed the Purchase Orders in the previous years for Animal Veterinarian and Hospital services. In the interest of efficiency and the smooth operations of the Animal Control Section, we feel the following monies need to be allocated:

VENDOR AND ESTIMATED AMOUNT FY2026:

1. Animal House Pet Services: This vendor is used quite frequently by Animal Control Officers. The location is convenient, (Roseville) and they provide much-needed lodging services our department needs due to the lack of cooperation or capacity of other facilities including Macomb County Animal Shelter. We predict the amount needed to award this Vendor for FY2026 should not exceed **\$30,000.**
2. County of Lapeer: This is a new vendor that assists the Warren Police Department and Animal Control with numerous cremations of carcasses. Animal Control would come into contact with deceased dogs; cats; other wildlife and need to dispose of them properly. We predict the amount needed to award this vendor for FY2026 should not exceed **\$15,000.**
3. Critter Removal (Roger Anthony Desmet): This business responds to deceased Deer carcasses that the City of Warren deals with on our roads. They remove and dispose of the various carcasses throughout the year, and is the only company in the tri-county area that will assist or have the ability to dispose of the carcasses. The cost fluctuates each year in comparison to the deer population. Our prediction indicates the award amount for FY2026 should not exceed **\$15,000.**
4. Eastpointe Animal Hospital: This facility is close and convenient. Animal Control Officers utilize this vendor for some minor medical treatments on animals, and depending on the circumstances, for Euthanizations and disposal. Eastpointe does not perform major medical operations or procedures. The analysis indicates the award amount for FY2026 should not exceed **\$20,000.**
5. Paws for Life: Out of Troy, Michigan, this company provides lodging services when other businesses are full and unable to accept animals. Paws for Life also looks to re-home animals instead of euthanization, and sometimes spays/neuters animals. We predict the award amount for this business should not exceed **\$10,000** for FY2026.
6. Wilson Veterinary Hospital: Out of Washington Township, Michigan, this Vet hospital helps with most euthanizations and major medical care. They are a 24-hour hospital which is constantly needed by our Animal Control Officers and an option for our K-9 Dogs in service if they were to be injured in the line-of-duty. We predict the award amount for this business should not exceed **\$30,000.**

The Animal control funds continue to be a complicated and sensitive issue to deal with. Many Vetrinarian facilities/Hospitals will only commit to certain services, which requires a group of Vetrinary Vendors that the City of Warren must deal with, instead of one or two. Therefore, the diverse list of companies is a necessity. Over the years, the City of Warren Police Department have attempted to find other avenues, other vetrinarians, and other lodging. Problems with these particular vendors have included:

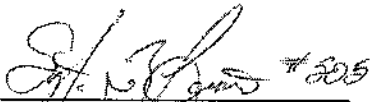
- inconsistent services: Some vendors would take in animals or treat them, but the next week refuse them.
- inconsistent Billing: Some vendors would take a while to bill Warren PD, have billing issues/wrong services.

These are just a few challenges facing our Warren Animal Control Officers and the Warren Police Department regarding this matter. The current list in this recommendation letter are the most consistent, efficient, and helpful for the City of Warren.

Considering the totality of the circumstances, we ask the City Council to forego any Bidding on the Animal Services/Vendors stated above, and award the amounts requested for the Fiscal Year 2026 (July 1, 2025 through June 30, 2026). **The funds to pay for these animal services should come from Account #101-1430-80500.**

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

Sincerely,


Zachery Lemon Staff Sergeant
Administrative Services Bureau


Eric Hawkins, Commissioner

RESOLUTION

Document No: SOL-W-1543
Product or Service: Animal Control Services
Requesting Department: Police

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

Upon performing a diligent inquiry, the *Police Commissioner* has determined that
it is necessary in the best interest of the City, and the Police Department, to acquire
Animal Control services from the various vendors listed below and to waive the bid
process for these services. The Police Department has utilized various vendors in the
past and the vendors being listed below offer the best options for the Police Department
to properly treat the pets and animals that they come across on a daily basis.

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

IT IS RESOLVED, that the vendors listed in the table below are hereby accepted
by City Council in annual amounts not-to-exceed the listed amounts shown in the table
below.

VENDOR	ANNUAL NOT-TO-EXCEED AMOUNT
Animal House Pet Services 15075 E. 11 Mile Road Roseville, MI 48066	\$ 30,000.00
County of Lapeer 255 Clay Street Lapeer, MI 48446	\$ 15,000.00
Critter Removal (Roger Anthony Desmet) 53554 Andrew Circle New Baltimore, MI 48047	\$ 15,000.00
Eastpointe Animal Hospital 18243 E. 9 Mile Road Eastpointe, MI 48021	\$ 20,000.00
Paws for Life 318 John R. Road Troy, MI 48083	\$ 10,000.00
Wilson Veterinary Hospital 12000 Durham Street Washington, MI 48095	\$ 25,000.00
GRAND TOTAL:	\$120,000.00

IT IS FURTHER RESOLVED, that Funds are available in the following account:
101-1430-80500.

IT IS FURTHER RESOLVED, that the award shall commence on July 1, 2025, or upon Council approval, whichever occurs later, for a one (1) year period.

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



City of Warren, Michigan

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-5289
(313) 474-4600
FAX (313) 474-4614
www.cityofwarren.org

May 12, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for Increase in Budgeted Appropriations – Fire Department

Dear Council Secretary Moore:

The Fire Commissioner with the concurrence of the Budget Director has indicated a need to this Council for a transfer of funds between line items in the amount of \$870,000 to provide sufficient funding in the several accounts within the General Fund Budget for the balance of the 2025 fiscal year. Additional funds are needed for contractual obligations associated with union agreements and to cover increased costs associated with vendor contracts.

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".

Kristina K Battle
Budget Director

Approved:

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

Lori M. Stone, Mayor

cc: Rick Fox
W. McAdams

February 14, 2025

WARREN FIRE DEPARTMENT

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

Kris Battle
Budget Director

Subject: Budget Amendment- Firefighter Overtime

Kris,

Per your request I have reviewed my FY/2025 budget, and I have determined that the fire department requires a budget amendment to ensure sufficient funds in the firefighter overtime line item 101-1336-7093 to ensure sufficient funding through the remainder of the fiscal year. It should also be noted that nine (9) firefighters will complete their paramedic training on February 24, 2025, and will start taking the paramedic national registry exam two weeks later and upon passing the exam they will return to units and increase available staffing each day that will help minimize overtime call-ins to maintain daily staffing levels. We anticipate that most if not all of these employees will return to shift during the month of March 2025. Additionally, the department will also be filling our one vacant position on February 18, 2025, and after his two-week orientation he will also be assigned to a unit also helping to control overtime for 56-hour employees. Finally, we also have another employee who will be retiring on February 24, 2025, and we will be filling his position as soon as possible after he retires on his proposed date.

Therefore, my request is for an additional allocation of \$700,000.00 from the unrestricted fund balance to add to firefighter overtime line item 101-1336-70903.

From: Unrestricted Fund Balance	\$700,000.00
---------------------------------	--------------

To: Firefighter Overtime 101-1336-70903	\$700,000.00
-----------------------------------------	--------------

Professionally,



Wilburt McAdams
Fire Commissioner

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2025 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

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

WHEREAS, the Fire Commissioner with the concurrence of the Budget Director has
indicated a need to this Council for a transfer of funds between line items in the amount of
\$870,000 to provide sufficient funding in the several accounts within the General Fund Budget
for the balance of the 2025 fiscal year. Additional funds are needed for contractual obligations
associated with union agreements and to cover increased costs associated with vendor
contracts,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the
original General Appropriation Resolution for Fiscal 2025 Budget, approves the additional
appropriation of funds to the following budget line items in the General Fund Budget in the
amount of \$870,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1336-70903	Overtime – Fire Fighter	850,000
101-1336-85300	Telephone & Radio	<u>20,000</u>
		\$ 870,000
 <u>Transfer From:</u>		
101-1336-70603	Fire Fighter Wages	700,000
101-1336-70606	Fire Fighter Cadet Wages	<u>170,000</u>
		\$ 870,000

BE IT FURTHER RESOLVED that the City Council hereby revises the appropriations for the General Fund Budget for fiscal 2025 in the amount of \$870,000.00.

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
City Clerk



CITY COMPTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

(588) 574-4600

FAX (588) 574-4614

WWW.CITYOFWARREN.MI

May 12, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for Increase in Budgeted Appropriations – Police Department

Dear Council Secretary Moore:

The Police Department with the concurrence of the Budget Director has indicated a need to this Council for a transfer of funds between line items in the amount of \$1,546,200.00 and an additional appropriation of funds in the amount of \$7,700.00 to provide sufficient funding in the several accounts within the General Fund Budget for the balance of the 2025 fiscal year. Additional funds are needed for contractual obligations associated with union agreements, for increased costs of vehicle and building maintenance and for increased costs associated with vendor contracts.

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: A handwritten signature in blue ink that appears to read "Lori M Stone".
Lori M. Stone, Mayor

cc: Rick Fox
E. Hawkins
C. Rushton
B. Chisolm
Z. Lemond

RESOLUTION AMENDING GENERAL APPROPRIATIONS
FOR FISCAL 2025 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

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

WHEREAS, the Police Department with the concurrence of the Budget Director has
indicated a need to this Council for a transfer of funds between line items in the amount of
\$1,546,200.00 and an additional appropriation of funds in the amount of \$7,700.00 to provide
sufficient funding in the several accounts within the General Fund Budget for the balance of the
2025 fiscal year. Additional funds are needed for contractual obligations associated with union
agreements, for increased costs of vehicle and building maintenance and for increased costs
associated with vendor contracts,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the
original General Appropriation Resolution for Fiscal 2025 Budget, approves the additional
appropriation of funds to the following budget line items in the General Fund Budget in the
amount of \$1,553,900.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1301-70905	Overtime – Police	1,450,000
101-1301-71906	Supplemental Life Insurance	200
101-1301-80100	Contractual Services	26,000
101-1301-86300	Vehicle Maintenance	10,000
101-1301-93000	Building Maintenance	60,000
101-1426-70605	Police Wages	2,700
101-1426-71900	Employees Insurances	<u>5,000</u>
		\$ 1,553,900

Transfer From:

101-1301-70602	Clerical Wages	76,200
101-1301-70605	Police Wages	1,470,000
101-0000-39601	General Fund Contingency	<u>7,700</u>
		\$ 1,533,900

BE IT FURTHER RESOLVED that the City Council hereby revises the appropriations for the General Fund Budget for fiscal 2025 in the amount of \$1,533,900.00.

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

FEB 04 2025

13701

WARREN

WARREN POLICE DEPARTMENT
2000 CIVIC CENTER BLVD.
WARREN, MI 48093
(506) 574-4700
Fax (506) 574-4802 www.cityofwarren.org

February 3, 2025

Kris Battle
Warren City Hall
Budget Director
One City Square
Warren, Michigan 48093

RE: Request for Budget Amendment for 101-1301-70905 Police Overtime

Dear Mrs. Battle,

The Warren Police Department requests a budget amendment addition of \$1,450,000.00 for Police Overtime, account # 101-1301-70905. This amount was calculated by estimating the future projected cost. Future projected cost were created by examining past actual expenditures. Between 12/31/2024-01/31/2025, Police Overtime was \$241,452.59 dollars. Historically, overtime expenditures are difficult to predict, as overtime is often influenced by unforeseen outside forces like high-risk incidents and late runs for police service.

The Police Department's Overtime is based on multiple scheduled overtime details, which include: Speed Enforcement, Supplemental Patrol, Civic Center South, and Front Desk Duty. These details were added to the submitted FY 2025 budget. The Police Department is also short staffed in several police officer positions. In addition, the police department participates in overtime for several school meetings and sporting events (football, basketball, dances, etc.).

Respectfully submitted,



James Wolfe, Administrative Captain



Eric Hawkins, Police Commissioner

1301



Re: Police budgeted OT FY25

From Kris Battle <kbattle@cityofwarren.org>
Date Wed 1/29/2025 8:38 AM
To Zachery Lemond <zlemond@warrenpd.org>

Sgt Lemond - Cpt Wolfe did reach out to me already. This is no rush just need to do it sometime between now and beginning of June.

I actually do not know how many hours your department uses or anticipates using between now and 6/30/25. I was hoping you could provide that information.

We can work on this together if need be after the Mayor's budget meetings. So sometime in late April or May.

PS - the attached file you sent would not open for me.

Kris Battle, Budget Director

City of Warren Controller's Office
One City Square, Suite 425
Warren, MI 48093-5288
Phone: 586-574-4593
Fax: 586-574-4614
Email: kbattle@cityofwarren.org



CONFIDENTIALITY NOTICE:

The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

From: Zachery Lemond <zlemond@warrenpd.org>
Sent: Wednesday, January 29, 2025 8:31 AM
To: Kris Battle <kbattle@cityofwarren.org>
Subject: RE: Police budgeted OT FY25

Good Morning Kris,

I've attached a letter I found from 2021 regarding an overtime budget amendment request. I've asked Capt. Wolfe to provide me with an estimate of overtime hours but he's off on training all week. If this can wait that's fine, otherwise if you have a general idea of how many overtime hours we should be amending the budget for that would be helpful. Thank you.

Respectfully,

1301
FY25
86100

RE: Flock

Mark Ptaszek <mptaszek@warrenpd.org>

Thu 5/2/2024 1:14 PM

To: Kris Battle <kbattle@cityofwarren.org>

Your numbers are correct

From: Kris Battle <kbattle@cityofwarren.org>**Sent:** Thursday, May 02, 2024 1:13 PM**To:** James Wolfe <jwolfe@warrenpd.org>; Mark Ptaszek <mptaszek@warrenpd.org>**Cc:** Craig Treppa <ctreppa@cityofwarren.org>**Subject:** Flock

This email will suffice for the budget amendment request.

I will prepare a budget amendment for \$55,000 for FY24 and will need to increase FY25 by \$11,000 (\$55,000+\$11,000=\$66,000)

Hopefully my numbers are correct.

Kris Battle, Budget Director

From: James Wolfe <jwolfe@warrenpd.org>**Sent:** Thursday, May 2, 2024 12:31 PM**To:** Kris Battle <kbattle@cityofwarren.org>**Subject:** FW: Flock

If the amendment passes Purchasing and the Legal Dept, let me know if you need anything else besides a budget amendment? I am told as of today the Flock agreement had expired and the effective date would be 05/01/24 through 04/30/2026. Thanks.

Captain Wolfe

From: Mark Ptaszek <mptaszek@warrenpd.org>**Sent:** Thursday, May 02, 2024 12:27 PM**To:** James Wolfe <jwolfe@warrenpd.org>**Subject:** Re: Flock

05-01-2024 through 04-30-2026

Sgt. Mark Ptaszek #501
Warren Police Department
Administrative Services Bureau
586-574-4768 (office)

From: James Wolfe <jwolfe@warrenpd.org>**Sent:** Thursday, May 2, 2024 12:25:44 PM

BUDGET FOOTNOTES REPORT FOR CITY OF WARREN

GL Number Notes	Description	23-24 Projected	24-25 DEPT REQUESTED	24-25 MAYOR RECOMMENDED	24-25 COUNCIL APPROVED
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Calculation Notes

101-1301-80100 CONTRACTUAL SERVICES
FY 2024-25 BUDGET DETAILS 0.00 1,271,937.00 1,271,937.00 1,271,937.00

2023-24 BLANKET PO'S

PEOPLE DRIVEN/ACCESS INTERACTIVE \$2,500
ACCUSHRED, LLC \$3,000
ALL TRAFFIC SOLUTIONS \$4,500
APPLIED IMAGING (MAINT FOR 8 COPIERS) \$5,700
APPLIED IMAGING - OVERAGES FOR 8 COPIERS \$5,000

BELFOR PROPERTY RESTORATION \$15,000

CI TECHNOLOGIES \$4,200
CLOUD GAVEL \$8,900
COMCAST TELE/INTERNET \$9,500
CRASH DATA GROUP \$1,800
CYBER FORCE Q \$8,900
D/A CENTRAL \$6,185
FLOCK SAFETY \$55,000

GLOBAL INTERPRETING SERVICES \$5,000

JOHNSON CONTROLS (HVAC SERVICE) \$38,000

MSP LIVESCAN AND SEX OFFENDER \$18,500

MIDWEST CAMERA REPAIR INC \$1,000

NEXT REQUEST (CIVIC PLUS) \$11,328

OAKLAND COUNTY CLEMIS&LEADS&MOTOR \$210,000

OTIS ELEVATOR \$6,672

OXYGEN FORENSICS \$2,700

REGENCY TECHNOLOGIES \$5,000

RMF ENTERPRISES - ANTIVIRUS \$3,900

SEILER GEOSPATIAL (TRIMBLE) \$3,400

STATE OF MICHIGAN \$2,500

THOMSON REUTERS-WEST PUBLISHING \$9,500

WOODWARD CAMERA REPAIR \$5,000

TOTAL= 442,685

NOTABLE NON-PO PURCHASES 2024-25

VERTIV (UPS MAINTENANCE) \$6,202

CHECK POINT ENTERPRISE \$16,675

EQUATURE PAID OUT OF 85300 0

POWER DMS \$12,230

POWER FTO \$7,593

POWERTIME \$9,426

LENEL SECURITY SOFTWARE SUBSCRIPTION \$1,078

MICROSOFT OFFICE 365 EMAIL \$16,992

PRESIDIO/CISCO (CITY PHONE) PAID OUT OF 85300 0

VIGILANT SOLUTIONS \$12,100

VIRTRU \$8,215

VEEAM BACKUP RENEWAL \$3,852

DELL SUPPORT \$21,000

AVG (2 YEAR SUPPORT) SAME AS RMF ABOVE 0

VCLOUD/BARRACUDA -PREPD 4,776

FIREWALL SOC SUPPORT \$13,200

NETWORK MAINTENANCE \$12,500

CLOUD STORAGE \$37,800

COMPUTER SOFTWARE \$20,000

CELLHAWK PD OUT OF 260-82211 0

KUSTON SIGNALS/RADAR WARRANTIES-PREPD 5,950

TOTAL = 209,589

ITEMS ADDED:

AMERICAN PEST 500

AXELLIANT 10,000

BIDDLE 3,950

DOC HUB 1,800

HAVIS 1,000

GENERATOR MAINT 15,000

MACOMB DSS RECORDER MT 62,100

AXON TASER YR3 144,958

AXON BWC YR4 370,355

GRAND TOTAL= \$1,261,937

Totals For 101-1301-80100

0.00 1,271,937.00 1,271,937.00 1,271,937.00

Not Budgeted:
People Driven Technology. VMware Vsphere Server Maint. ↑ 12,000 FY26 OK.



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

February 11, 2025

Kris Battle
Warren City Hall
Controller
One City Square
Warren, Michigan 48093

RE: Request for Budget Amendment for Building Maintenance 101-1301-93000

Dear Mrs. Battle,

The Warren Police Department requests a budget amendment addition of \$10,000.00 for the Building Maintenance Account #101-1301-93000. The requested funding will be used to pay for nearly \$8,000 needed for the following: a fire alarm inspection of \$2,779.50 to be conducted by Johnson Controls, and a fire systems repair of \$4,771.00 conducted by Shambaugh & Son. The fire systems repair by Shambaugh is the result of deficiencies found during a fire inspection conducted earlier in the fiscal year by Shambaugh. The inspection to be conducted by Johnson Controls could potentially discover other deficiencies that will require further repair, which is why we are requesting an additional round up of \$2,000 in anticipation of that. Please see the two attached quotes for reference.

Thank you for your time.

Respectfully,


James Wolfe, Administrative Captain


Staff Sergeant, Zachery Lemond



SERVICE SOLUTION

Customer #: 4301879
Warren Police Department
Date: 23-Jan-25
Proposal #: CPQ-750870
Term: 1-Feb-25 to 31-Jan-26
External Contract #: 80975949 R02-SEP-2024
Subscription ERP #:

Billing Customer:
Warren Police Department
29900 S Civic Center Blvd

WARREN, MI 48093-0000

Service Location:
Warren Police Department
29900 S Civic Center Blvd,
Warren, MI 48093

Johnson Controls Fire Protection LP
Sales Representative:
Sandra Raymond
14200 E Exposition Ave
Aurora CO 80012-2540
sandra.raymond@jci.com
(248) 257-8207

INVESTMENT SUMMARY (Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
-----------------------------	----------	-----------	------------

Warren Police Department			\$2,779.50
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SYSTEM-FA-SIMPLEX 4100ES

SIMPLEX 4100ES FIRE ALARM PANEL Est. First Inspection: February

Inspection Performed : Normal working hours
(M-F)

Service Coverage : Normal Working Hours
(M-F)

Main Fire Alarm Panel	1	Annual
Remote Power Supply/NAC Extender	3	Annual
Fire Alarm Battery Test (each)	2	Annual
Annunciator	1	Annual
Smoke Sensor Addressable	33	Annual
Heat Detector Restorable	13	Annual
Duct Sensor Addressable	11	Annual
Pull Station	21	Annual
Audio-Visual Unit Addressable	214	Annual
Monitor IAM/ZAM/Relay	18	Annual

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$2,779.50

FIRE PROTECTION DIVISION
Fire Protection Service/Inspections
FIRE SPRINKLERS SAVE LIVES
24 Hr Emergency Service
888.217.7055



Deficiency Proposal

1/3/2025

Quotation Number: DETS-25-446204

Scott Spencer
586-574-4804
sspencer@warrenpd.org

City of Warren
Warren Police Department,
29900 Civic Center Blvd.
Warren, MI 48093

Project Name and Location:
Warren Police Department
29900 Civic Center Blvd.
Warren, MI 48093

Shambaugh & Son, L.P. ("S&S") proposes to complete the following described scope of work:

Mobilization and site labor for our technician to perform the following:

- Separate the fire pump and jockey pump controller sensing lines as well as install proper drop test assemblies per NFPA 20 code requirements.
- Install a pressure relief valve on the discharge side of the jockey pump per NFPA 20 code requirements.
- Replace the fire pump and sensing line gauges.
- Our technician will pressurize the system and perform a churn test to verify the operation of all components.
- Material:
 - One (1) only Pressure Relief Valve.
 - Four (4) only fire pump and sensing line gauges.
 - Miscellaneous copper / brass piping, fittings and material. This will address the jockey pump pressure relief valve, separation of sensing lines, and installing drop test assemblies on the sensing lines. All will be plumbed in per NFPA code.

SUBJECT TO THE "ADDITIONAL TERMS AND CONDITIONS," S&S agrees to sell and provide, and Purchaser agrees to buy the materials and services necessary for performance of the above-described Work for the sum of **\$4,771.00**.

PRICING ABOVE IS GOOD FOR 30 DAYS.

CLARIFICATIONS

- A representative shall provide us with access to the sprinkler room and the alarm codes to take the system out of service.
- Shambaugh & Son, L.P. excludes from this quote any costs resulting from tariffs increased or imposed on any materials or equipment on or after the date of this quote. If any tariff is increased or imposed on materials or equipment included in this quote on or after the above date, such resulting increased or new tariff costs shall be borne and paid solely by a party other than Shambaugh & Son, L.P.



CITY CONTROLLER'S OFFICE

One City Square, Suite 425
Warren, MI 48093-6289
(313) 574-4600
Fax (313) 574-4614
www.cityofwarren.org

May 12, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for Increase in Budgeted Appropriations – Police Department

Dear Council Secretary Moore:

The Police Commissioner has indicated a need to this Council for a transfer of funds between line items in the amount of \$63,500.00 to cover the costs associated with the construction of a computer terminal complete with furniture and electrical infrastructure to provide a static location for the department's Drone First Responder Program.

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".

Kristina K Battle
Budget Director

Approved: _____

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

cc: Rick Fox
E. Hawkins
C. Rushton
B. Chisolm
Z. Lemond

RESOLUTION AMENDING GENERAL APPROPRIATIONS
FOR FISCAL 2025 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

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

WHEREAS, the Police Commissioner has indicated a need to this Council for a
transfer of funds between line items in the amount of \$63,500.00 to cover the costs associated
with the construction of a computer terminal complete with furniture and electrical infrastructure
to provide a static location for the department's Drone First Responder Program,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the
original General Appropriation Resolution for Fiscal 2025 Budget, approves the additional
appropriation of funds to the following budget line items in the General Fund Budget in the
amount of \$63,500.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1301-97400	Capital Improvements	\$ 63,500
<u>Transfer From:</u>		
101-1301-70605	Police Wages	\$ 63,500

BE IT FURTHER RESOLVED that the City Council hereby revises the appropriations for the General Fund Budget for fiscal 2025 in the amount of \$63,500.00.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

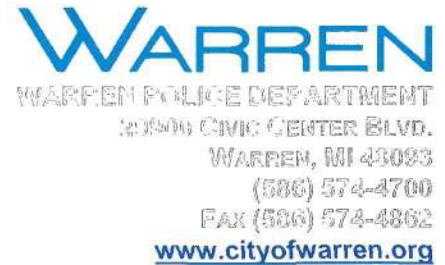
) SS

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

1361



May 8th, 2025

Kris Battle
Warren City Hall
Controller
One City Square
Warren, Michigan 48093

RE: Budget Amendment Capital Improvement Funds 101-1301-97400

Dear Mrs. Battle,

The police department is requesting a budget amendment increase of an additional \$63,500.00 for the remainder of this 2024-2025 fiscal year for Capital Improvements GL account # 101-1301-97400. The Police Department is implementing a Drone First Responder Program through Axon, which will provide for the drones and the software. The best drones can respond in minutes to scenes and are deployed from the police station and civic center south to respond to calls as they occur. FUSUS and Drone pilots need to operate from a static location at a computer terminal. This budget amendment will be needed to provide for the furniture and electrical infrastructure for the drone operators to be able to conduct missions from Police Headquarters.

The anticipated cost breakdown is as follows:

\$46,000.00 – Great Lakes Power & Lighting – Electrical Upgrades
\$9,000.00 – Office Products Outlet – Desk Workstations- Option 1
\$3,000.00 – ABC Warehouse - 6 TV Monitors and Mounts
\$3,500.00 – Shores Data – Network Data Drops
\$2,000.00 – Michigan Tinting & Protective Films- Window Tinting

We are therefore submitting for a budget amendment request for an increase of \$63,500.00 for the Capital Improvements 101-1301-97400 GL account.

Respectfully,


Brent Chisolm, Captain


Eric Hawkins, Police Commissioner



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425
WARREN, MI 48093-6289
(586) 574-4600
FAX (586) 574-4614
WWW.CITYOFWARREN.MI

May 12, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for Increase in Budgeted Appropriations – Property Maintenance

Dear Council Secretary Moore:

The Public Services Administrative Supervisor has indicated a need to this Council for a line-item transfer between general fund general ledger account numbers in the amount of \$23,000.00 to cover additional costs associated with the rehabilitation of City owned property at 14217 E. Nine Mile.

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:

A handwritten signature in blue ink that reads "Lori M. Stone".
Lori M. Stone, Mayor

cc: Rick Fox
D. Muzzarelli
S. Campbell

RESOLUTION AMENDING GENERAL APPROPRIATIONS
FOR FISCAL 2025 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

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

WHEREAS, On April 22, 2025, Council approved an additional appropriation of
funds to cover the cost to rehabilitate City owned property located at 14217 E. Nine Mile, and

WHEREAS, the Public Services Administrative Supervisor has indicated a need to
this Council for a line-item transfer between general fund general ledger account numbers in the
amount of \$23,000.00 to cover additional costs associated with the rehabilitation of City owned
property at 14217 E. Nine Mile,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the
original General Appropriation Resolution for Fiscal 2025 Budget, approves the additional
revenues and appropriation of funds to the following budget line items in the General Fund
Budget in the amount of \$23,000.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1422-80100	Contractual Services	\$ 5,000
101-1422-85300	Telephone & Radio	6,000
101-1422-97400	Capital Improvements	<u>12,000</u>
		\$ 23,000
<u>Transfer from:</u>		
101-1422-70909	Overtime -- Inspectors	\$ 23,000

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the General Fund Budget for fiscal 2025 in the amount of \$23,000.00.

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
City Clerk

1422



Outlook

Re: Budget amendment request

From Steven Campbell <scampbell@cityofwarren.org>

Date Fri 5/9/2025 9:57 AM

To Kris Battle <kbattle@cityofwarren.org>

Hi Kris,

OMG. I did not know that Presidio does two separate quotes, one for the hardware and one for the labor installation. Can you please add an additional \$5,820.00 to the budget amendment request.

Sorry and thank you



Steve Campbell
Public Services Administrative Supervisor
586-615-3525 Cell Phone
586-574-4605 Office
586-574-4604 Main
586-574-4513 Fax
www.Cityofwarren.org

From: Steven Campbell

Sent: Thursday, May 8, 2025 1:41 PM

To: Kris Battle <kbattle@cityofwarren.org>

Subject: Budget amendment request

Hi Kris,

Per our conversation I am requesting an additional \$10,760.00 budget amendment to cover the additional cost of the bid for the fencing on 9 mile. I had originally asked for \$25,000.00 for the fence based on a quote, however the lowest bidder was \$30,706.00 an increase of \$5,706.00. Due to the added tariffs that have been plaguing the US economy I would also requesting an additional \$5,000.00 for contingency costs for the project for D/A Central Camera installation, Comcast Fiber Optic installation and Presideo switches and hardware installation at 12.17 mile.

Regards,

14217



Steve Campbell
Public Services Administrative Supervisor
586-615-3525 Cell Phone

DPi 14217 9 mile

80100 Comcast - Fiber Optics		30,000			<i>↑ 5,000 Contingency.</i>
80100 JCI - \$795/mt		2,385	32,385		<i>4,000 -</i>
85300 Presidio		25,000	25,000		<i>← 5,000 Contingency.</i>
97400 D/A Central - doors & cameras		20,000			<i>← 5,700 - fence.</i>
97400 Fence	<i>30,000</i>	25,000	45,000		
92000 Utilities		4,500	4,500		
92000 DTE	800 /mt	2,400.00	106,885		
92000 Water	400 /mt	1,200.00			
92000 Consumers	300 /mt	900.00			
<i>1500 x3</i>					



CITY CONTROLLER'S OFFICE

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

March 17, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

RE: Request for an Increase in Budgeted Appropriations – Rental


Dear Council Secretary Moore:

In correspondence dated March 14, 2025, the Public Service Director has indicated a need to this Council for an additional appropriation of funds in the amount of \$48,742.00 to cover the costs associated with purchasing Tyler Technologies' electronic ticket writing software and handheld printers.

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

Respectfully,

Kristina K Battle
Budget Director

Approved: 
Lori M. Stone, Mayor

cc: Richard Fox
D. Muzzarelli
S. Campbell



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

March 14, 2025

Kris Battle
Controllers Office
1 City Square
Warren, MI 48093

RE: Budget Amendment request Account # 230-9230-98400 to purchase Tyler Technologies Electronic Ticket Writing software and handheld printers in the amount of \$48,742.00.

Mrs. Battle,

Public Services is requesting a budget amendment on Rental Account # 230-9230-98400 to purchase Tyler Technologies electronic Ticket Writing software for (20 I-pads) and (20) handheld printers for the Department of Property Maintenance and Rental division. With the purchase of the new I-Pads for both divisions the addition of this software will allow the inspectors to issue tickets on scene making the ticket writing process much more efficient. Once the tickets are written they would automatically be sent to the court for faster entry in to the court docket system and better tracking of tickets issued, as well as uploaded to BS&A for enforcement entry. Tyler Technologies is able to interface with the courts JIS and BS&A system for the ticket uploads. The added layer of technology to the I-Pads will reduce ticket errors and reduce the cost for paper tickets. Tyler will build a ticket specific for the department needs and will allow us to have unlimited users in the web portal, which means that building and zoning can also issue tickets from the web portal. The purchase of this software will allow for better organization, management and monitoring of tickets issued as well as build a database for repeat offenders within the city.

We will be using the Sourcewell Cooperative contracts listed below for the purchase of this product.

Tyler Technologies Sourcewell Cooperative Contract Account # 060624-TTI and City of Warren Sourcewell Account # 16557.

The cost for the purchase of this product for 5 years is as follows



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

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www.cityofwarren.org

Year 1: \$48,742 (first year services, software, set- up/configuration, hardware (Printers), and estimated travel and training)

Year 2: \$15,071

Year 3: \$15,523

Year 4: \$15,989

Year 5: \$16,469

Read and Concur:

Mayor Lori Stone

A handwritten signature in black ink, reading "Lori M. Stone", written over a horizontal line.

Respectfully,

A handwritten signature in black ink, reading "Steve Campbell", written over a horizontal line.

Steve Campbell

Public Service Administrative Supervisor

A handwritten signature in black ink, reading "Dave Muzzarelli", written over a horizontal line.

Dave Muzzarelli

Public Service Director

RESOLUTION AMENDING GENERAL APPROPRIATIONS
FOR FISCAL 2025 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

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

WHEREAS, the Public Service Director has indicated a need to this Council for an
additional appropriation of funds in the amount of \$48,742.00 to cover the costs associated with
purchasing Tyler Technologies' electronic ticket writing software and handheld printers,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the
original General Appropriation Resolution for Fiscal 2025 Budget, approves the additional
appropriation of funds to the following budget line items in the Rental Ordinance Special
Revenue Fund Budget in the amount of \$48,742.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u> 230-9230-98400	Equipment	\$ 48,742.00
<u>Transfer From:</u> 230-0000-39001	Fund Balance Adjustment	\$ 48,742.00

BE IT FURTHER RESOLVED that the City Council hereby revises the appropriations for the Rental Ordinance Special Revenue Fund Budget for fiscal 2025 in the amount of \$48,742.00.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: MAY 12, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: TRI-W-1525; RECOMMENDATION TO FURNISH BALLOT PRINTING SERVICES, PRECINCT SUPPLY KITS, AND ELECTION RELATED FORMS.

The Purchasing Division concurs with the Clerk's Office and recommends that City Council award the purchase of Printed Ballots, Precinct Supply Kits, and Election-Related Materials through a cooperative purchasing effort with the County of Macomb, to Printing Systems, Inc., 12005 Beech Daly, Taylor, MI 48180, for a possible six (6) years (initial two (2) year award with two (2) additional two (2) year options), in an amount not to exceed \$80,000.00 per election.

On behalf of all Macomb County Clerks, the County of Macomb solicited proposals to Furnish Ballot Printing Services, and/or Precinct Supply Kits through the BidNet® (MITN) system on April 14, 2025. On April 29, 2025 at 10:00 AM, sealed proposals were publicly opened for this service (#RFP 18-25), with one (1) vendor submitting a proposal. Printing Systems, Inc. was the only vendor to submit a proposal, which is detailed on the attached bid tabulation sheets. The Macomb County Board of Commissions is scheduled to meet in June 2025 to consider and certify the bid award.

Due to the fact that the timing to secure ballot printing services and the supporting materials is critical to having a successful election, the City Clerk is requesting that City Council approve this recommendation for up to six (6) years, contingent upon proper Macomb County's award to Printing Systems, Inc.

Since 2006, The Macomb County Clerk's office has retained Printing Systems, Inc. and coordinates the ordering of election supplies for all local Clerks here in Macomb County. This includes ballots, ballot co-coding, precinct supply kits and other election-related materials. Printing Systems, Inc. has provided excellent customer service and on-time delivery of ballots and materials over the years. Printing Systems, Inc. is well known throughout the State for providing error-free ballots for other Counties and their local Clerks that include Oakland, Kent, Washtenaw, Ingham, Genesee, and many others.

If approved by your honorable body, this award shall commence on the official date of Macomb County's certification of award, which will occur every two (2) year period. The fees paid to Printing Systems, Inc. shall not exceed \$80,000.00 per election.

Funding for this purchase is available in the following Account: 101-1215-80600.

Respectfully Submitted,



Shanah Turner
Assistant Buyer

Read and Concur,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/12/2025
Controller:		5/12/2025
MAYOR:		5/12/2025



**MACOMB COUNTY PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL**

PROPOSAL ITEM NO: 18-25

**PROPOSAL TITLE: MACOMB COUNTY - BALLOT PRINTING SERVICES AND/OR
PRECINCT KIT SUPPLIES**

REQUEST FOR PROPOSAL

The Macomb County Purchasing Department will be receiving sealed proposals for ballot printing services and/or precinct kit supply production. A vendor may bid on either service or both.

The project consists of all necessary work involved in printing ballots for all Macomb County elections and precinct kit supply production for all Macomb County elections.



DELIVERY LOCATIONS

Ballots shall be delivered to each local clerk's city/township hall (locations listed below), unless a different delivery location is otherwise noted on the ballot order. Local clerks will also be allowed to designate separate delivery sites for absentee ballots versus precinct ballots.

Macomb County will provide the printer a list of local communities that are closed on Fridays. If ballots are to be delivered on a Friday, the printer will be responsible for arranging delivery to an alternate location approved by the local clerk, or arranging delivery on a different day, while still meeting the 45-day delivery deadline.

Macomb County Election Department	32 Market St, Mount Clemens, MI 48043
Center Line City Clerk	7070 E. Ten Mile Road, Center Line, MI 48015
Eastpointe City Clerk	23200 Gratiot, Eastpointe, MI 48021
Fraser City Clerk	33000 Gratiot, Fraser, MI 48026
Memphis City Clerk	35095 Potter Street, Memphis, MI 48041
Mount Clemens City Clerk	One Crocker Boulevard, Mount Clemens, MI 48043
New Baltimore City Clerk	36535 Green St., New Baltimore, MI 48047
Richmond City Clerk	36725 Division, Richmond, MI 48062
Roseville City Clerk	29777 Gratiot, Roseville, MI 48066
St. Clair Shores City Clerk	27600 Jefferson Circle, St. Clair Shores, MI 48081
Sterling Heights City Clerk	40555 Utica Road, Sterling Heights, MI 48313
Utica City Clerk	7550 Auburn Road, Utica, MI 48317
Village of Grosse Pointe Shores City Clerk	795 Lake Shore Drive, Grosse Pointe Shores, MI 48236
Warren City Clerk	One City Square, Suite 205, Warren, MI 48093
Armada Township Clerk	23121 East Main Street, Armada Township, MI 48005
Bruce Township Clerk	223 East Gates, Romeo, MI 48065
Chesterfield Township Clerk	47275 Sugarbush, Chesterfield Township, MI 48047
Clinton Township Clerk	40700 Romeo Plank, Clinton Township, MI 48038
Harrison Township Clerk	38151 L'Anse Creuse, Harrison Township, MI 48045
Lenox Township Clerk	63775 Gratiot, Lenox Township, MI 48050
Macomb Township Clerk	54111 Broughton, Macomb Township, MI 48042
Ray Township Clerk	64255 Wolcott, Ray Township, MI 48096
Richmond Township Clerk	34900 School Section Rd, Richmond Township, MI 48062
Shelby Township Clerk	52700 Van Dyke, Shelby Township, MI 48316
Washington Township Clerk	57900 Van Dyke, Washington Township, MI 48094



MACOMB COUNTY PURCHASING

BID TABULATIONS

Date: 4/29/2025

Bid Item: RFP 18-25

Dept: Clerk

Time: 10:00 AM

Name: MC Ballot Printing Services and/or Precinct Kit Supplies

BIDDER'S NAME →	Printing Systems, Inc.					
Bidder's Address	12005 Beech Daly Rd. Taylor, MI 48180					
Macomb County Vendor	No					
DESCRIPTION ↓						MITN Publish Date: 4/3/25
PRICE PER ITEM:						
Plate/Plate change charge for adtl ballots (if offset printing)	*\$185.00 **\$100.00					
*For first 6 precincts ** For additional 6 precincts						
Charge per Ballot for Folding, if any	\$ 0.06					
Charge per Ballot for Colored Numbering, if any	No charge					
PRICE PER KIT:						
Absentee Counting Board Kit (contents in bid)	\$11/per Kit (Without Book) see below					
Election Day Precinct Kit (contents in bid)	\$36.30/per kit (with Electronic Poll Book)					
Early Voting Precinct Kit (contents in bid)	\$52.25/per kit (With EV Book)					
PRICE PER ITEM:						
Paper Poll Book for Precinct (2,400 lines)	\$8.00/each					
Absentee Poll Book-Adtl Precinct Inserts	\$7.50/each set of 5					
Early Tabulation Absentee Poll Book-Adtl Inserts	\$5.50/each set of 3					
PRICE PER BALLOT:						
May Consolidated						
1" Stub - 8.5 X 11" One-Sided	\$ 0.203					
1" Stub - 8.5 X 11" Two-Sided	\$ 0.235					
1" Stub - 8.5 X 14" One-Sided	\$ 0.207					
1" Stub - 8.5 X 14" Two-Sided	\$ 0.237					
1" Stub - 8.5 X 17" One-Sided	\$ 0.216					
1" Stub - 8.5 X 17" Two-Sided	\$ 0.244					

1" Stub - 8.5 X 19" One-Sided	\$	0.222					
1" Stub - 8.5 X 19" Two-Sided	\$	0.250					
August Odd-Year							
1" Stub - 8.5 X 11" One-Sided	\$	0.203					
1" Stub - 8.5 X 11" Two-Sided	\$	0.235					
1" Stub - 8.5 X 14" One-Sided	\$	0.207					
1" Stub - 8.5 X 14" Two-Sided	\$	0.237					
1" Stub - 8.5 X 17" One-Sided	\$	0.216					
1" Stub - 8.5 X 17" Two-Sided	\$	0.244					
1" Stub - 8.5 X 19" One-Sided	\$	0.222					
1" Stub - 8.5 X 19" Two-Sided	\$	0.250					
November Odd Year							
1" Stub - 8.5 X 11" One-Sided	\$	0.194					
1" Stub - 8.5 X 11" Two-Sided	\$	0.213					
1" Stub - 8.5 X 14" One-Sided	\$	0.198					
1" Stub - 8.5 X 14" Two-Sided	\$	0.221					
1" Stub - 8.5 X 17" One-Sided	\$	0.205					
1" Stub - 8.5 X 17" Two-Sided	\$	0.229					
1" Stub - 8.5 X 19" One-Sided	\$	0.211					
1" Stub - 8.5 X 19" Two-Sided	\$	0.235					
Presidential Preference Primary							
1" Stub - 8.5 X 11" One-Sided	\$	0.193					
1" Stub - 8.5 X 11" Two-Sided	\$	0.217					
1" Stub - 8.5 X 14" One-Sided	\$	0.203					
1" Stub - 8.5 X 14" Two-Sided	\$	0.232					
1" Stub - 8.5 X 17" One-Sided	\$	0.210					
1" Stub - 8.5 X 17" Two-Sided	\$	0.241					
1" Stub - 8.5 X 19" One-Sided	\$	0.215					
1" Stub - 8.5 X 19" Two-Sided	\$	0.247					
August State Primary							
1" Stub - 8.5 X 11" One-Sided	\$	0.189					
1" Stub - 8.5 X 11" Two-Sided	\$	0.215					
1" Stub - 8.5 X 14" One-Sided	\$	0.202					
1" Stub - 8.5 X 14" Two-Sided	\$	0.229					
1" Stub - 8.5 X 17" One-Sided	\$	0.210					
1" Stub - 8.5 X 17" Two-Sided	\$	0.238					

1" Stub - 8.5 X 19" One-Sided	\$ 0.215					
1" Stub - 8.5 X 19" Two-Sided	\$ 0.244					
November State General						
1" Stub - 8.5 X 11" One-Sided	\$ 0.180					
1" Stub - 8.5 X 11" Two-Sided	\$ 0.196					
1" Stub - 8.5 X 14" One-Sided	\$ 0.188					
1" Stub - 8.5 X 14" Two-Sided	\$ 0.207					
1" Stub - 8.5 X 17" One-Sided	\$ 0.201					
1" Stub - 8.5 X 17" Two-Sided	\$ 0.220					
1" Stub - 8.5 X 19" One-Sided	\$ 0.201					
1" Stub - 8.5 X 19" Two-Sided	\$ 0.220					
Blank Paper: Price per Piece						
11"	\$.07***					
14"	\$.08***					
17"	\$.08***					
19"	\$.09***					
***Sealed in packs of 350, Boxed in 700's						
Additional Items						
AV Books-Kit price	\$11.00 plus the cost of AV Book					
Form 583 AV Poll Book (1 Precinct)	\$3.00/Ea.					
Form 783 AV Poll Book (5 Precincts)	\$8.75/Ea.					
Form 883 AV Poll Book (Early Tabulation)	\$21.00/Ea.					
Form 900 Early Voting Poll Book	\$16.00/Ea.					
Form 675 or 676 EV Application to Vote Pads	\$3.25/Pad (200 per pad)					
Form 490 ED Electronic Poll Book	\$3.00/Ea.					
Form 677 ED Application to Vote Pads	\$3.25/Pad (200 per pad)					




OFFICE OF THE CITY CLERK

1 CITY SQUARE, SUITE 205
WARREN, MI 48093-2393
(586) 574-4557
FAX (586) 574-4556
www.cityofwarren.org

DATE: May 12, 2025

TO: Craig Treppa, Purchasing Agent

FROM: Sonja Buffa, City Clerk 

RFE: Request to continue services with Printing Systems for ballot printing, and supply kits, ballot envelopes, and election related materials.

Dear Mr. Treppa,

Since 2006, Macomb County has relied on Printing Systems, Inc, as its sole-source provider for ballot printing, precinct supply kits, and other essential election-related materials. Their consistent reliability and specialized expertise have made them a vital partner in supporting the County's election operations.

Following the bid closing conducted by the Macomb County Clerk's Office on April 29, 2025, Printing Systems, Inc., was the sole respondent. The Macomb County Board of Commissioners is scheduled to meet in mid-June to consider and certify the bid award. In accordance with our discussion during the City Council Budget Hearing on Monday, April 28, 2025, at 6:00 pm, I am formally requesting approval to extend the County's contract with Printing Systems for a two year period with options to extend two additional years commencing date of Macomb County Award. Contingent upon the Board's approval.

In preparation for the upcoming election cycles-and in response to steadily increasing voter turnout-I am formally requesting City Council to waive the bid process and extend the County's contract with Printing Systems for an additional five years, commencing on 7/1/25, in an annual amount not to exceed \$80,000.00 per election, contingent upon the Board's approval. This adjustment will help ensure sufficient funding for the production of ballots, envelopes, and other critical materials necessary to support secure and efficient elections.

Account Number: 101-1215-80600

Please let me know if you require any additional information or supporting documentation.

RESOLUTION

Document No: TRI-W-1525

Product or Service: Furnish Ballot Printing, Precinct Supply Kits, and Election-Related Forms

Requesting Department: City Clerk's Office

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

Upon performing a diligent inquiry, the City Clerk has determined that it is necessary in the interests of the Clerk's Office and the City, to acquire Printed Ballots, Precinct Supply Kits and Election-related Forms from Printing Systems, Inc., 12005 Beech Daly, Taylor, MI 48180.

The Macomb County Clerk's office has retained Printing Systems, Inc. for ballots, ballot coding, precinct supply kits, and other election-related materials. Printing Systems, Inc. was the sole respondent to the bid solicitation on April 29, 2025, published by the Macomb County Clerk's office, for Ballot Printing Services and/or Precinct Kit Supplies (#RFP 18-25). The Macomb County Board of Commissions is scheduled to meet in June 2025 to consider and certify the bid award.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in account number: 101-1215-80600.

IT IS RESOLVED, that the purchase through Printing Systems, Inc. is hereby accepted by City Council, for a possible six (6) year period (initial two (2) year award with two (2) additional two (2) year periods), in an amount not to exceed \$80,000.00 per election.

IT IS FURTHER RESOLVED, that this award shall commence on the official date of Macomb County's certification of award, which will occur every two (2) year period.

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



MEMORANDUM

DATE: May 12, 2025

TO: Mindy Moore, Council Secretary

RE: New Appointment to Senior Health Care Commission

City Council:

Pursuant to the provisions of the Senior Health Care Commission, and by the authority vested in me, I hereby notify you of the following appointment.

Name

Carol Hennigar

Date of Expiration

June 30, 2028

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

Respectfully submitted,

Lois M. Star

Lori M. Stone
Mayor

Cc: Clerk
Senior Health Care Commission



Lori M. Stone, Mayor
One City Square, Suite 215
Warren, MI 48093-6726

City Commission / Board Application

Commission / Board applied for: _____

Name: Carol Hennigar

Address: [REDACTED] Warren, MI Zip: [REDACTED]

Phone: Home: () _____ Work: () _____ Cell: [REDACTED]

Email Address: [REDACTED]

Driver's License Number (for internal use ONLY): [REDACTED]

Number of Years a Warren Resident: 8 yrs. Warren Business Owner? _____
(Name of Business)

☒ New Appointment Request

☐ Re-Appointment Request

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

Have you ever been convicted of a felony? YES _____ NO X

Do you have any felony charges pending against you at this present time? YES _____ NO X

If so, please complete the following:

Date of offense: _____ Offense Description: _____

Where: _____ Disposition: _____

Work Experience: Adult Care giving, Different by Design typsette
waitress, sales (Mervyn's)

(Continued on reverse side)

Education: _____
High School Graduate Wylie E. Groves, Beverly Hills
some college

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

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

Please feel free to add any additional information: _____

***NOTE: All potential appointments:**


- Prior to appointment, a background investigation will be conducted; and
- Applicant must be current on all outstanding taxes, water bills, permit fees or special assessments that are past due prior to date of appointment

Please return this application to the Mayor's Office

**City of Warren
One City Square – Suite 215
Warren, MI 48093-6726
Phone: (586) 574-4520
Fax: (586) 574-4524
Email: mayor@cityofwarren.org**

Warren, MI (Property Address)

Parcel Number Account Number



Item 1 of 2 1 Image / 1 Sketch

Customer Name: HENNIGAR CAROL

Summary Information

- > Residential Building Summary
 - Year Built: 1956
 - Full Baths: 1
 - Sq. Feet: 1,052
 - Bedrooms: 3
 - Half Baths: 0
 - Acres: 0.185
- > Assessed Value: \$89,020 | Taxable Value: \$49,588
- > Property Tax information found
- > 6 Building Department records found
- > Utility Billing information found

Owner Information

HENNIGAR CAROL

Warren, MI

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	PB20-001309		Finald	9/14/2020	12/22/2020	\$0.00	View
CEMENT	PC19-00089		Finald	5/22/2019		\$0.00	View
Electrical	PE20-001494		Finald	11/4/2020	1/26/2021	\$0.00	View
Elec Reconnect	PER20-0332		Finald	9/17/2020	12/23/2020	\$0.00	View
Mechanical	PM20-001297		Finald	9/17/2020	1/26/2021	\$0.00	View
Plumbing	PP20-000833		Finald	10/19/2020	11/4/2020	\$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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Warren, MI (Property Address)

Parcel Number: Account Number:



Item 1 of 21 Image / 1 Sketch

Customer Name: HENNIGAR CAROL

Summary Information

> Residential Building Summary

- Year Built: 1956

- Full Baths: 1

- Sq. Feet: 1,052

- Bedrooms: 3

- Half Baths: 0

- Acres: 0.185

> Utility Billing information found

> Assessed Value: \$89,020 | Taxable Value: \$49,588

> Property Tax information found

> 6 Building Department records found

Owner and Taxpayer Information

Owner

HENNIGAR CAROL

Taxpayer

SEE OWNER INFORMATION

Warren, MI

Legal Description

"SMOKLER RYAN SUB'N NO. 3" LOT 234 L36 P.46-47

Other Information

Recalculate amounts using a different Payment Date

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

Enter a Payment Date

5/1/2025

Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	\$73.15	\$73.15	12/31/2024	\$0.00
2024	Summer	\$2,648.20	\$2,648.20	12/31/2024	\$0.00
2023	Winter	\$73.81	\$73.81	01/03/2024	\$0.00
2023	Summer	\$2,504.50	\$2,504.50	01/03/2024	\$0.00
2022	Winter	\$66.61	\$66.61	12/27/2022	\$0.00
2022	Summer	\$2,298.45	\$2,298.45	12/28/2022	\$0.00
2021	Winter	\$151.37	\$151.37	12/28/2021	\$0.00
2021	Summer	\$2,306.35	\$2,306.35	12/31/2021	\$0.00
2020	Winter	\$69.30	\$69.30	12/23/2020	\$0.00
2020	Summer	\$2,349.83	\$2,349.83	12/29/2020	\$0.00

Load More Years

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Parcel Number: [REDACTED] Property Address: [REDACTED]
 Account Number: [REDACTED]

Customer Name: HENNIGAR CAROL **UB Customer Name:** [REDACTED] OCCUPANT

Summary Information

- > Residential Building Summary
 - Year Built: 1956
 - Full Baths: 1
 - Sq. Feet: 1,052
 - Bedrooms: 3
 - Half Baths: 0
 - Acres: 0.185
- > Utility Billing information found
- > Assessed Value: \$89,020 | Taxable Value: \$49,588
- > Property Tax information found
- > 6 Building Department records found



Item 1 of 2 1 image / 1 Sketch

Customer Information

Name: [REDACTED] OCCUPANT
 Address: [REDACTED] Warren, MI [REDACTED]
 Account Number: [REDACTED]

Amount Due

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

Current Bill

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

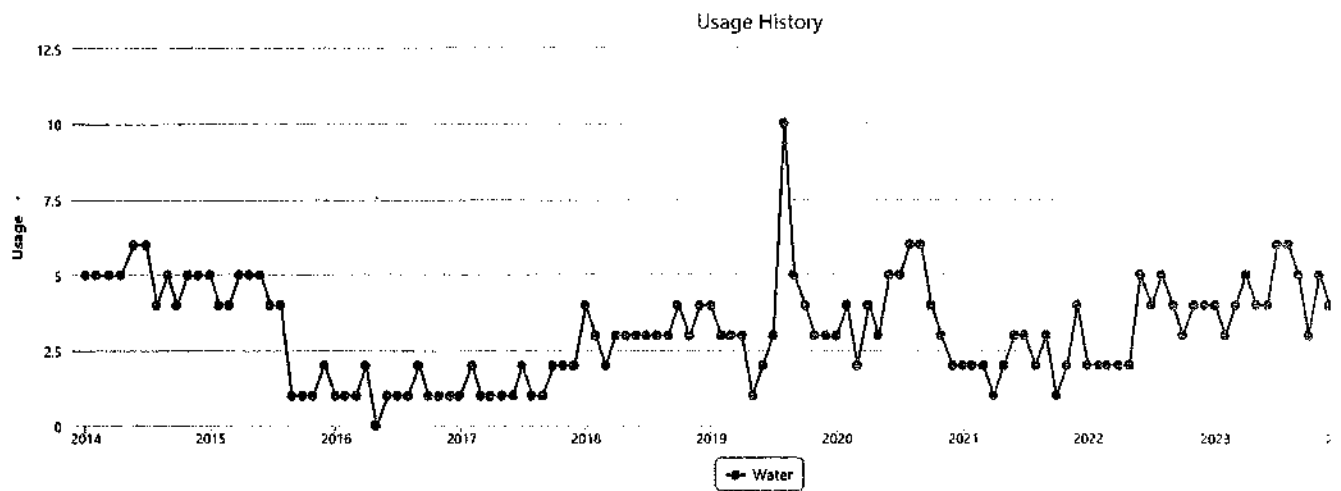
Amount Due	\$0.00	Bill From	02/28/2025	
Due Date	04/30/2025	Bill To	03/30/2025	
Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance
DELINQ NOTICE FEE	\$0.00	\$0.00	\$0.00	\$0.00
FINAL BILL CHARGE	\$0.00	\$0.00	\$0.00	\$0.00
SEWER	\$0.00	\$0.00	\$0.00	\$0.00
SEWER SERVICE CHARGE	\$0.00	\$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 (432 Items Found)

Starting Date: Ending Date: [Click here for a printer friendly version](#)

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
5/6/2025	Payment Posted	0005578117		0.00	0.00	(\$40.60)	\$0.00
4/30/2025	Meter Read	Water		625.00	4.00	\$0.00	\$40.60
4/16/2025	Payment Posted	0005541964		0.00	0.00	(\$94.64)	\$40.60
4/11/2025	Bill Calculated	02/27/25-03/31/25		0.00	0.00	\$40.60	\$135.24
4/9/2025	Penalty			0.00	0.00	\$2.77	\$94.64
3/31/2025	Meter Read	Water		621.00	4.00	\$0.00	\$91.87
3/12/2025	Bill Calculated	01/31/25-02/27/25		0.00	0.00	\$50.04	\$91.87
3/10/2025	Penalty			0.00	0.00	\$1.23	\$41.83
2/27/2025	Meter Read	Water		617.00	5.00	\$0.00	\$40.60
2/11/2025	Bill Calculated	01/03/25-01/31/25		0.00	0.00	\$40.60	\$40.60
2/5/2025	Payment Posted	0005443447		0.00	0.00	(\$59.46)	\$0.00
1/31/2025	Meter Read	Water		612.00	4.00	\$0.00	\$59.46
1/14/2025	Bill Calculated	11/30/24-01/03/25		0.00	0.00	\$59.46	\$59.46

Usage History Chart



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Lori M. Stone, Mayor
One City Square, Suite 215
Warren, MI 48093

MEMORANDUM

DATE: May 13, 2025

TO: Mindy Moore, Council Secretary

RE: Reappointment to Cultural Commission

City Council:

Pursuant to the Code of Ordinances, Chapter 2, Section 2-162, and by the authority vested in me, I hereby notify you of the following reappointment.

Name
Jeffrey Cutter

Date of Expiration
June 30, 2028

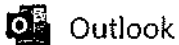
While City Council approval is not required, per City Charter Section 7.6, the Council, at such meeting or at its next meeting, may disapprove such an appointment by a resolution which shall state the reasons for such disapproval.

Respectfully submitted,

Lois M. St.

Lori M. Stone
Mayor

Cc: Clerk
Culture Commission



Outlook

New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Fri 3/7/2025 12:14 PM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Cultural commission

Name

Jeffrey Cutter

Address

[REDACTED]
Warren, MI [REDACTED]

[Map It](#)

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

66

Warren Business Owner

No

Appointment Request

- Re-Appointment Request

Work Experience

Teacher

Warren consolidated schools

Education

Masters in secondary education

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

Warren symphony society

American school band directors education association

America school band directors education foundation

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

None

Please feel free to add any additional information

Member of the cultural commission since the spring of 1986

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

Account Number

Warren, MI (Property Address)



Item 1 of 2

1 Image / 1 Sketch

Customer Name: CUTTER JEFFREY S

Summary Information

> Residential Building Summary

- Year Built: 1959

- Full Baths: 1

- Sq. Feet: 1,720

- Bedrooms: 0

- Half Baths: 1

- Acres: 0.138

> Utility Billing Information found

> Assessed Value: \$118,150 | Taxable Value: \$57,862

> Property Tax information found

> 3 Building Department records found

Owner Information

CUTTER JEFFREY S

Warren, MI

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	PB10-165032		Finald	11/8/2010	1/6/2012	\$0.00	View
Building	PB11-167121		Expired	12/8/2011	1/6/2012	\$0.00	View
RES - PLUMBING	PP23-001160		Finald	12/21/2023	2/15/2024	\$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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Parcel Number:

Account Number:

Warren, MI

(Property Address)



Item 1 of 2 1 Image / 1 Sketch

Customer Name: CUTTER JEFFREY S

Summary Information

> Residential Building Summary

- Year Built: 1959

- Full Baths: 1

- Sq. Feet: 1,720

- Bedrooms: 0

- Half Baths: 1

- Acres: 0.138

> Utility Billing information found

> Assessed Value: \$110,150 | Taxable Value: \$57,062

> Property Tax information found

> 3 Building Department records found

Owner and Taxpayer Information

Owner	CUTTER JEFFREY S	Taxpayer	SEE OWNER INFORMATION
	Warren, MI		

Legal Description

"ARDEN PARK HEIGHTS" LOT 69 L37 P.33

Other Information

Recalculate amounts using a different Payment Date

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

Enter a Payment Date

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	\$85.35	\$85.35	12/04/2024	\$0.00
2024	Summer	\$2,927.68	\$2,927.68	08/14/2024	\$0.00
2023	Winter	\$86.13	\$86.13	12/22/2023	\$0.00
2023	Summer	\$2,775.16	\$2,775.16	08/23/2023	\$0.00
2022	Winter	\$77.72	\$77.72	12/04/2022	\$0.00
2022	Summer	\$2,603.74	\$2,603.74	07/17/2022	\$0.00
2021	Winter	\$176.63	\$176.63	12/09/2021	\$0.00
2021	Summer	\$2,551.71	\$2,551.71	08/22/2021	\$0.00
2020	Winter	\$80.88	\$80.88	12/03/2020	\$0.00
2020	Summer	\$2,630.93	\$2,630.93	08/28/2020	\$0.00
<input type="button" value="Load More Years"/>					

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Warren, MI (Property Address)

Parcel Number: Account Number:

Customer Name: CUTTER JEFFREY S UB Customer Name: OCCUPANT

Summary Information

- > Residential Building Summary
 - Year Built: 1959
 - Full Baths: 1
 - Sq. Feet: 1,720
 - Bedrooms: 0
 - Half Baths: 1
 - Acres: 0.138
- > Utility Billing Information found
- > Assessed Value: \$116,150 | Taxable Value: \$57,862
- > Property Tax information found
- > 3 Building Department records found

Item 1 of 2 1 Image / 1 Sketch

Customer Information

Name: OCCUPANT
Address: Warren, MI
Account Number:

Amount Due

Total Amount Due \$0.00
[Pay Now](#)
** Enrolled in ACH Payments

Current Bill

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

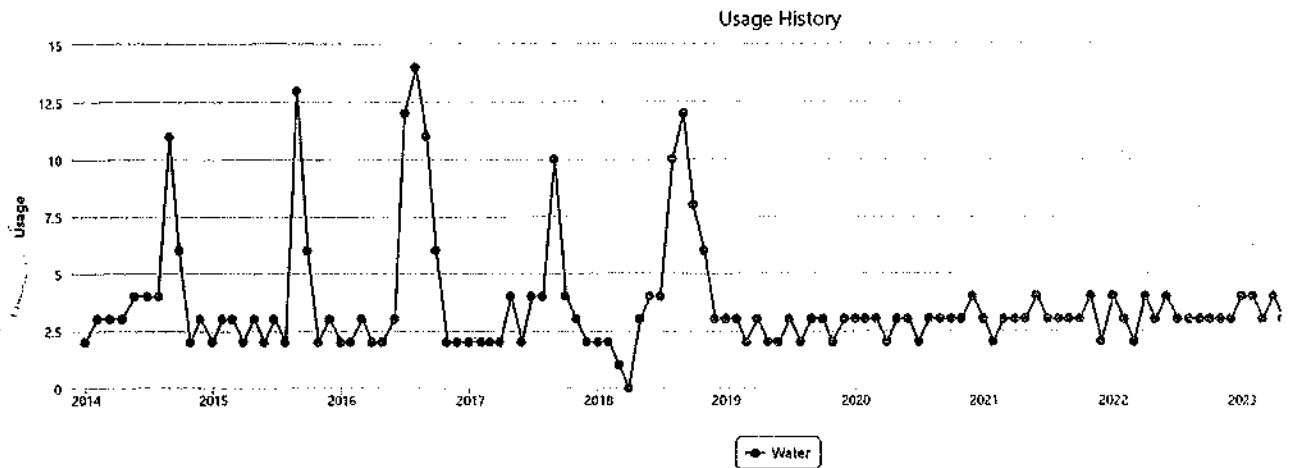
Amount Due Due Date	\$0.00 04/30/2025	Bill From Bill To	02/28/2025 03/30/2025		
Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance	
NSF Fee	\$0.00	\$0.00	\$0.00	\$0.00	
SEWER	\$0.00	\$0.00	\$0.00	\$0.00	
SEWER SERVICE CHARGE	\$0.00	\$0.00	\$0.00	\$0.00	
STATE MANDATED FEE	\$0.00	\$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 (411 Items Found)

Starting Date: Ending Date: [Click here for a printer friendly version](#)

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
4/30/2025	Meter Read	Water		638.00	3.00	\$0.00	\$0.00
4/26/2025	Payment Posted	0005557198		0.00	0.00	(\$31.16)	\$0.00
4/11/2025	Bill Calculated	02/28/25-03/31/25		0.00	0.00	\$31.16	\$31.16
3/31/2025	Meter Read	Water		635.00	3.00	\$0.00	\$0.00
3/26/2025	Payment Posted	0005514464		0.00	0.00	(\$31.16)	\$0.00
3/12/2025	Bill Calculated	01/30/25-02/28/25		0.00	0.00	\$31.16	\$31.16
2/28/2025	Meter Read	Water		632.00	3.00	\$0.00	\$0.00
2/26/2025	Payment Posted	0005469406		0.00	0.00	(\$40.60)	\$0.00
2/11/2025	Bill Calculated	01/02/25-01/30/25		0.00	0.00	\$40.60	\$40.60
1/30/2025	Meter Read	Water		629.00	4.00	\$0.00	\$0.00
1/26/2025	Payment Posted	00054113441		0.00	0.00	(\$40.60)	\$0.00
1/14/2025	Bill Calculated	11/30/24-01/02/25		0.00	0.00	\$40.60	\$40.60
1/2/2025	Meter Read	Water		625.00	4.00	\$0.00	\$0.00

Usage History Chart



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MEMORANDUM

DATE: May 13, 2025

TO: Mindy Moore, Council Secretary

RE: Historic District Commission Reappointment

City Council:

Pursuant to the Code of Ordinances, Chapter 2, Section 2-192 and the authority vested in me, I hereby notify you of the following reappointment:

Name	Date of Expiration
Cindy Hogan	March 31, 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,



Lori M. Stone
Mayor

Cc: Clerk
Historic District Commission



Outlook

New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Thu 3/13/2025 9:50 PM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Village Historic District Commission

Name

Cynthia Hogan

Address

[REDACTED]

Warren, MI [REDACTED]

[Map It](#)

Work Phone

[REDACTED]

Cell Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for Internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

40

Warren Business Owner

No

Appointment Request

- Re-Appointment Request

Work Experience

Occupational Therapist for over 30 years. Working in home care for over 20

Education

BS in Occupational Therapy
MSM

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

St. Anne Catholic Church
Sportsman's Dog Training Club


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

Warren, MI (Property Address)

Parcel Number Account Number



Customer Name: HOGAN
Summary Information
> Residential Building Summary
- Year Built: 1957 - Bedrooms: 0
- Full Baths: 1 - Half Baths: 0
- Sq. Feet: 1,181 - Acres: 0.182
> Utility Billing information found
> Assessed Value: \$79,330 | Taxable Value: \$44,742
> Property Tax information found
> Building Department information found

Item 1 of 2 1 Image / 1 Sketch

Owner and Taxpayer Information

Owner HOGAN Taxpayer SEE OWNER INFORMATION
Warren, MI

Legal Description

JOHN WARNER SUBDIVISION OF PART OF LOT 12 BLOCK 7 OF ASSESSOR'S ADDITON S PART OF LOT 39 HAVING A FRONTAGE OF 20 FT ON E SIDELINE OF ECKSTEIN ST & BEING 21 FT WIDE ON REAR LINE OF LOT 39; ALSO ALL OF LOT 40. L.7 P.66

Other Information

Recalculate amounts using a different Payment Date

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

Enter a Payment Date 5/6/2025 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	\$65.99	\$65.99	12/03/2024	\$0.00
2024	Summer	\$2,263.79	\$2,263.79	07/01/2024	\$0.00
2023	Winter	\$66.59	\$66.59	12/12/2023	\$0.00
2023	Summer	\$2,145.88	\$2,145.88	07/08/2023	\$0.00
2022	Winter	\$60.08	\$60.08	12/02/2022	\$0.00
2022	Summer	\$2,013.31	\$2,013.31	07/15/2022	\$0.00
2021	Winter	\$136.59	\$136.59	12/08/2021	\$0.00
2021	Summer	\$1,973.11	\$1,973.11	07/12/2021	\$0.00
2020	Winter	\$62.53	\$62.53	12/10/2020	\$0.00
2020	Summer	\$2,034.34	\$2,034.34	07/30/2020	\$0.00
Load More Years					

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Parcel Number: [REDACTED] Warren, MI [REDACTED] (Property Address)


Account Number: [REDACTED]

Customer Name: HOGAN [REDACTED] UB Customer Name: [REDACTED] OCCUPANT

Summary Information

- > Residential Building Summary
 - Year Built: 1957
 - Bedrooms: 0
 - Full Baths: 1
 - Half Baths: 0
 - Sq. Feet: 1,181
 - Acres: 0.182
- > Assessed Value: \$79,330 | Taxable Value: \$44,742
- > Property Tax information found
- > Building Department information found
- > Utility Billing information found

Item 1 of 2 1 Image / 1 Sketch



Customer Information

Name: [REDACTED] OCCUPANT
Address: [REDACTED] Warren, MI [REDACTED]

Account Number: [REDACTED]

Amount Due

Total Amount Due: \$0.00
[Pay Now](#)

Current Bill

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

Amount Due	\$0.00	Bill From	02/28/2025		
Due Date	04/30/2025	Bill To	03/30/2025		
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	

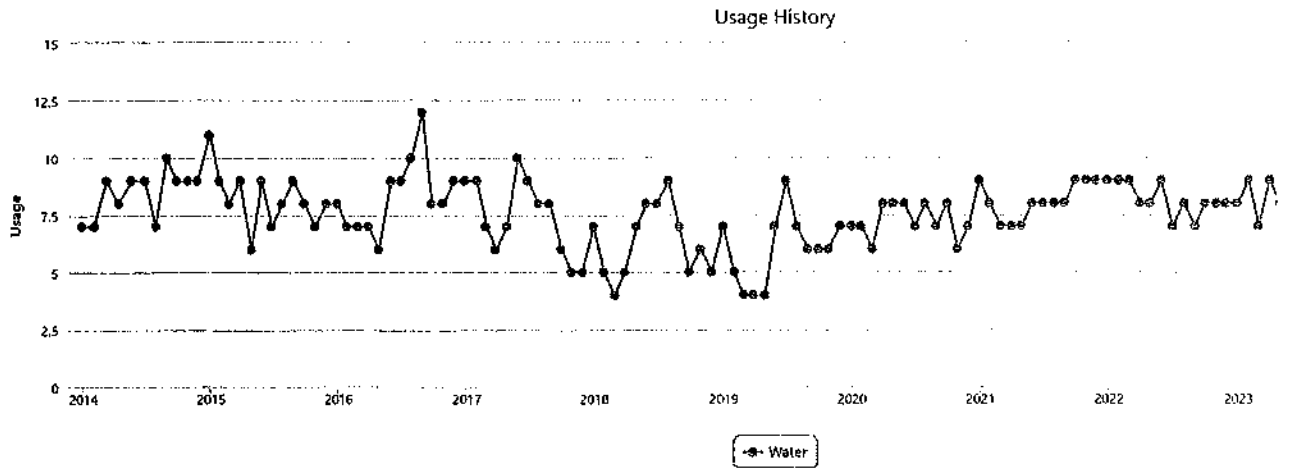
History (419 Items Found)

Starting Date: [REDACTED] Ending Date: [REDACTED]

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

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
4/30/2025	Meter Read	Water		1169.00	9.00	\$0.00	\$0.00
4/17/2025	Payment Posted	0005543490		0.00	0.00	(\$78.33)	\$0.00
4/11/2025	Bill Calculated	02/27/25-03/31/25		0.00	0.00	\$78.33	\$78.33
3/31/2025	Meter Read	Water		1160.00	8.00	\$0.00	\$0.00
3/17/2025	Payment Posted	0005501144		0.00	0.00	(\$78.33)	\$0.00
3/12/2025	Bill Calculated	01/30/25-02/27/25		0.00	0.00	\$78.33	\$78.33
2/27/2025	Meter Read	Water		1152.00	8.00	\$0.00	\$0.00
2/19/2025	Payment Posted	0005454295		0.00	0.00	(\$78.33)	\$0.00
2/11/2025	Bill Calculated	01/03/25-01/30/25		0.00	0.00	\$78.33	\$78.33
1/30/2025	Meter Read	Water		1144.00	8.00	\$0.00	\$0.00
1/27/2025	Payment Posted	0005415016		0.00	0.00	(\$97.19)	\$0.00
1/14/2025	Bill Calculated	11/30/24-01/03/25		0.00	0.00	\$97.19	\$97.19
1/3/2025	Meter Read	Water		1136.00	10.00	\$0.00	\$0.00

Usage History Chart



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MEMORANDUM

DATE: May 13, 2025

TO: Mindy Moore, Council Secretary

RE: Reappointment to Parks & Recreation Commission

City Council:

I have reappointed the following to serve on the Parks and Recreation commission in accordance with 23-32 (a) of the Code of Ordinances and by the authority vest in me. Notice of the appointment is provided to Council pursuant to section 7.6 of the City Charter.

Name	Appointment	Date of Expiration
Taras (Adam) Sawka	Re-Appointment	June 30, 2028

Thank you for your attention to this matter.

Respectfully submitted,



Lori M. Stone
Mayor

Cc: Clerk
Parks & Recreation



Outlook

New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Fri 3/7/2025 11:31 AM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Parks and Recreation

Name

Taras Sawka

Address

[REDACTED]

WARREN, MI [REDACTED]

[Map It](#)

Home Phone

[REDACTED]

Email

[REDACTED]

Driver's License Number (for Internal use ONLY)

[REDACTED]

Number of Years a Warren Resident

20

Warren Business Owner

No

Appointment Request

- Re-Appointment Request

Work Experience

[REDACTED]

Business Intelligence Analyst

2023 – Present

- Collaborated on a cross-functional project which optimized the technological landscape for 520 customers with \$1.4B in sales
- Utilized SQL, Power BI, Salesforce and Cognos to identify key drivers within a vast portfolio of power brands

- Designed, developed, tested and delivered reports, visualizations, dashboards and CRM enhancements to key global account users
- Developed solid understanding of business strategies, priorities and initiatives
- Leveraged business knowledge, coupled with technical skills, to offer solutions and work in partnership with both business and IT to lead and participate in technology-related projects
- Evaluated databases while collecting requirements from business partners to create data structures that support reporting and dashboard development
- Identified business needs and translate them into actionable, stream-lined data solutions

Business Analyst

2016 – 2023

- Coordinated monthly cross-functional business meetings with key account management, product management, marketing and supply chain for \$1B of business
- Provided analysis on market information for key trends, business performance and actionable recommendations to support a strategy implementation for a \$1M product line
- Analyzed and published direct global alignment communications focusing on market segmentations, growth opportunities, gain and loss reports
- Maximized profitability and achieved long-term growth by managing relationships with external partners, index pricing and purchase incentive programs resulting in +\$2.1M in sales
- Responsible for content distribution including webinars, surveys and newsletters

BASF Corporation – Account Manager

2012–2016

- Leveraged SAP to effectively manage the Order to Cash process for 60 customers and contract manufacturers within a diverse global network
- Automated and integrated a process for communicating critical weekend issues for \$5M accounts
- Ensured consistent delivery of a \$2M new launch product thus meeting stringent production requirements
- Coordinated sampling for pre-pilot production runs with a total commercialization in excess of \$7M

RR Donnelley – Project Coordinator

2008–2012

- Led team by allocating print production output meeting Global Fortune 500 customer deadlines and SEC requirements
- Facilitated daily interaction with three distribution network print facilities in: Secaucus, NJ, South Bend, IN and Palo Alto, CA
- Supported regional and global marketing XBRL initiatives by introducing a standard way to exchange business information between disparate systems
- Worked closely with Sales Account Management to execute new client requirements for: customized artwork, unique color separation, ink and proofs

Education

Wayne State University - MBA and B.S. in Marketing

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

- USMF Credit Union – Supervisory Committee
- Ukrainian American Civic Committee

Please feel free to add any additional information

I look forward to continuing to serve on the Parks & Rec Commission to present, new, positive ideas to improve the quality of life for Warren residents

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

WARREN, MI

Property Address)

Parcel Number

Unit Number



Customer Name: SAWKA TARAS

Summary Information

> Residential Building Summary

- Year Built: 1966

- Full Baths: 1

- Sq. Feet: 1,794

- Bedrooms: 0

- Half Baths: 1

- Acres: 0.311

> Assessed Value: \$145,510 | Taxable Value: \$67,649

> Property Tax information found

> 8 Building Department records found

> Utility Billing information found

Item 1 of 2

1 Image / 1 Sketch

Owner Information

SAWKA TARAS

WARREN, MI

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	PB09-161513		Finaled	4/17/2009	11/9/2009	\$0.00	View
Building	PB2004-150499		Finaled	6/15/2004	8/13/2004	\$0.00	View
RESIDENTIAL - ROOF	PB21-001654		Finaled	9/21/2021	10/26/2021	\$0.00	View
CEMENT	PC17-00081		Finaled	6/9/2017		\$0.00	View
Electrical	PE12-214341		Finaled	8/20/2012	10/16/2012	\$0.00	View
Electrical	PE20-001663		Expired	12/2/2020		\$0.00	View
Mechanical	PM12-101707		Finaled	8/16/2012	10/16/2012	\$0.00	View
Plumbing	PP20-000957		Finaled	12/2/2020	1/28/2021	\$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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WARREN, MI (Property Address)


Parcel Number: Account Number:

Customer Name: SAWKA TARAS

Summary Information

- > Residential Building Summary
 - Year Built: 1966
 - Full Baths: 1
 - Sq. Feet: 1,794
 - Bedrooms: 0
 - Half Baths: 1
 - Acres: 0.311
- > Assessed Value: \$145,510 | Taxable Value: \$67,649
- > Property Tax Information found
- > 8 Building Department records found
- > Utility Billing Information found

Item 1 of 2 1 Image / 1 Sketch



Owner and Taxpayer Information

Owner: SAWKA TARAS Taxpayer: SEE OWNER INFORMATION
WARREN, MI

Legal Description

SUPERVISORS PLAT OF WM J. WALKERS SMALL FARMS SUBD'N LOT 27 L22 P.2

Other Information

Recalculate amounts using a different Payment Date

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

Enter a Payment Date: 5/6/2025 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	\$99.79	\$99.79	12/30/2024	\$0.00
2024	Summer	\$3,477.82	\$3,477.82	12/30/2024	\$0.00
2023	Winter	\$100.70	\$100.70	01/15/2024	\$0.00
2023	Summer	\$3,244.52	\$3,244.52	01/15/2024	\$0.00
2022	Winter	\$90.88	\$90.88	01/18/2023	\$0.00
2022	Summer	\$3,104.56	\$3,104.56	01/30/2023	\$0.00
2021	Winter	\$206.53	\$206.53	01/28/2022	\$0.00
2021	Summer	\$3,024.21	\$3,024.21	12/15/2021	\$0.00
2020	Winter	\$94.56	\$94.56	01/14/2021	\$0.00
2020	Summer	\$3,136.84	\$3,136.84	01/14/2021	\$0.00

Load More Years

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[REDACTED] WARREN, MI [REDACTED] (Property Address)
 Parcel Number [REDACTED] Account Number [REDACTED]

Customer Name: SAWKA TARAS [REDACTED] **UB Customer Name:** [REDACTED] OCCUPANT

Summary Information
 > Residential Building Summary
 - Year Built: 1966 - Bedrooms: 0
 - Full Baths: 1 - Half Baths: 1
 - Sq. Feet: 1,794 - Acres: 0.311
 > Utility Billing Information found
 > Assessed Value: \$145,510 | Taxable Value: \$67,649
 > Property Tax Information found
 > 8 Building Department records found


 Item 1 of 2 1 Image / 1 Sketch

Customer Information

Name [REDACTED] OCCUPANT
Address [REDACTED] WARREN, MI [REDACTED]

Account Number [REDACTED]

Amount Due

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

Current Bill

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

Amount Due	\$0.00	Bill From	02/28/2025	
Due Date	04/30/2025	Bill To	03/30/2025	
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 (420 Items Found)

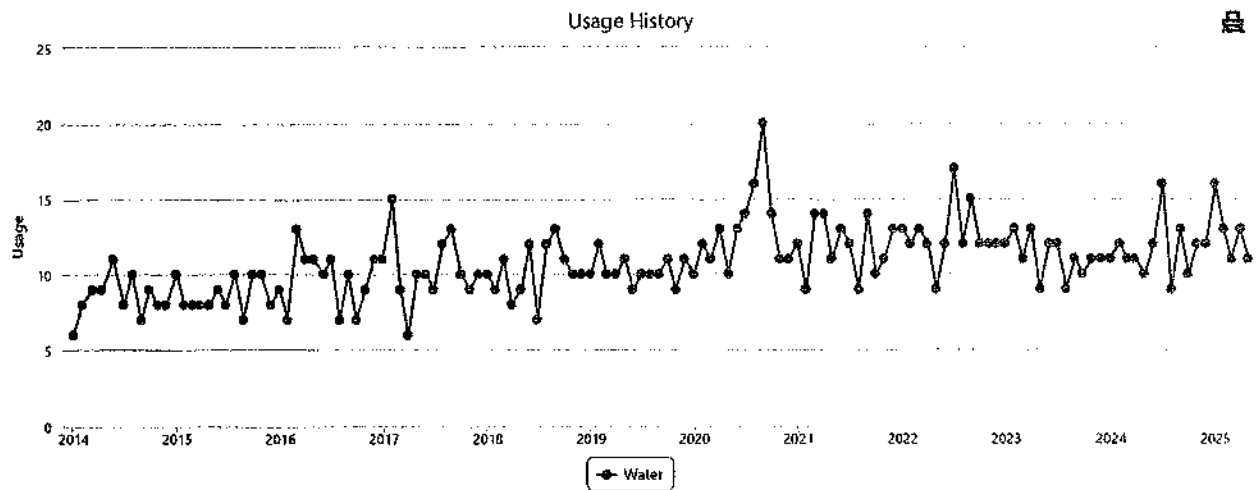
Starting Date

Ending Date

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

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
4/30/2025	Meter Read	Water		1649.00	11.00	\$0.00	\$0.00 ▲
4/29/2025	Payment Posted	0005560726		0.00	0.00	(\$125.48)	\$0.00 ▼
4/11/2025	Bill Calculated	02/27/25-03/30/25		0.00	0.00	\$125.48	\$125.48
3/30/2025	Meter Read	Water		1638.00	13.00	\$0.00	\$0.00
3/29/2025	Payment Posted	0005525909		0.00	0.00	(\$106.62)	\$0.00
3/12/2025	Bill Calculated	01/31/25-02/27/25		0.00	0.00	\$106.62	\$106.62
2/27/2025	Meter Read	Water		1625.00	11.00	\$0.00	\$0.00
2/27/2025	Payment Posted	0005479080		0.00	0.00	(\$129.37)	\$0.00
2/11/2025	Bill Calculated	01/03/25-01/31/25		0.00	0.00	\$125.48	\$129.37
2/7/2025	Penalty			0.00	0.00	\$0.11	\$3.89
1/31/2025	Meter Read	Water		1614.00	13.00	\$0.00	\$3.78
1/29/2025	Payment Posted	0005418858		0.00	0.00	(\$150.00)	\$3.78
1/14/2025	Bill Calculated	11/30/24-01/03/25		0.00	0.00	\$153.78	\$153.78 ▼

Usage History Chart



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MEMORANDUM

DATE: May 14, 2025

TO: Mindy Moore, Council Secretary

RE: Reappointment to Sidewalk and Tree Board of Appeals

City Council:

Pursuant to 9.7 of the City Charter and by the authority vest in me, I hereby notify you of the following reappointment:

Name	Date of Expiration
Michael Tyro	June 30, 2026

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

Respectfully submitted,



Lori M. Stone
Mayor

Cc: Clerk
Engineering

New submission from City Commission / Board Application

From Web Master <webmaster@cityofwarren.org>

Date Wed 5/7/2025 4:01 PM

To Web Master <webmaster@cityofwarren.org>

Commission / Board applied for

Sidewalk and Tree Board of Review

Name

Michael Tyro

Address

[REDACTED]
WARREN, MI [REDACTED]

[Map It](#)

Home Phone

[REDACTED]

Cell Phone

[REDACTED]

Email

[REDACTED]

Number of Years a Warren Resident

40

Warren Business Owner

Yes

Name of Business

Chivas Yard Management

Appointment Request

- Re-Appointment Request


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

Have you ever been convicted of a felony?

Parcel Number: [REDACTED]

Account Number: [REDACTED]

Warren, MI [REDACTED] (Property Address)



Item 1 of 2

1 Image / 1 Sketch

Customer Name: TYRO [REDACTED]

Summary Information

> Residential Building Summary

- Year Built: 1961

- Bedrooms: 0

- Full Baths: 2

- Sq. Feet: 2,223

- Half Baths: 0

- Acres: 0.264

> 1 Building Department records found

> Assessed Value: \$165,100 | Taxable Value: \$96,285

> 1 Special Assessment found

> Property Tax information found

> Utility Billing information found

Owner Information

TYRO [REDACTED]
Warren, MI [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	
Plumbing	PP-90084		Finald	4/16/2002	4/16/2002	\$0.00	View

1

Displaying items 1 - 1 of 1

[Apply for a Permit](#)

Attachments

Date Created	Title	Record
--------------	-------	--------

No records to display.

Displaying items 0 - 0 of 0

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Warren, MI

(Property Address)

Parcel Number:

Account Number:



Customer Name: TYRO

Summary Information

> Residential Building Summary

- Year Built: 1961

- Full Baths: 2

- Sq. Feet: 2,223

- Bedrooms: 0

- Half Baths: 0

- Acres: 0.264

> Assessed Value: \$165,100 | Taxable Value: \$96,285

> 1 Special Assessment found

> Property Tax information found

> Utility Billing information found

> 1 Building Department records found

Item 1 of 2

1 Image / 1 Sketch

Owner and Taxpayer Information

Owner TYRO
 Taxpayer SEE OWNER INFORMATION
 Warren, MI

Amount Due

Special Assessment Total Payoff Amount: \$0.00

Legal Description

"BERKSHIRE MANOR SUB." LOT 63 & N 26 FT LOT 64 L47 P44

Special Assessment Information

Code	Name	Special Assessment District Status	APR Interest Rate	Start Year	Number of Years	Payment Status
S0349	ROLL S0349	Inactive	3.0000	2011	5	** Paid In Full

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Warren, MI (Property Address)

Parcel Number: Account Number:

Customer Name: TYRO

Summary Information

- > Residential Building Summary
 - Year Built: 1961
 - Full Baths: 2
 - Sq. Feet: 2,223
 - Bedrooms: 0
 - Half Baths: 0
 - Acres: 0.264
- > 1 Building Department records found
- > Assessed Value: \$165,100 | Taxable Value: \$96,205
- > 1 Special Assessment found
- > Property Tax information found
- > Utility Billing Information found

Item 1 of 2 1 Image / 1 Sketch

Owner and Taxpayer Information

Owner TYRO Taxpayer SEE OWNER INFORMATION
Warren, MI

Legal Description

"BERKSHIRE MANOR SUB." LOT 63 & N 26 FT LOT 64 L47 P.44

Other Information

Recalculate amounts using a different Payment Date

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

Enter a Payment Date 5/12/2025 Recalculate

Tax History

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	\$142.04	\$142.04	02/05/2025	\$0.00
2024	Summer	\$4,871.78	\$4,871.78	02/05/2025	\$0.00
2023	Winter	\$143.34	\$143.34	01/04/2024	\$0.00
2023	Summer	\$4,617.93	\$4,617.93	01/04/2024	\$0.00
2022	Winter	\$129.36	\$129.36	12/28/2022	\$0.00
2022	Summer	\$4,332.69	\$4,332.69	12/28/2022	\$0.00
2021	Winter	\$293.95	\$293.95	12/28/2021	\$0.00
2021	Summer	\$4,246.10	\$4,246.10	12/28/2021	\$0.00
2020	Winter	\$134.62	\$134.62	12/30/2020	\$0.00
2020	Summer	\$4,377.88	\$4,377.88	12/30/2020	\$0.00

Load More Years

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Parcel Number [REDACTED] Warren, MI [REDACTED] (Property Address)


Account Number [REDACTED]

Customer Name: TYRO [REDACTED] UB Customer Name: [REDACTED] OCCUPANT

Summary Information

- > Residential Building Summary
 - Year Built: 1961
 - Full Baths: 2
 - Sq. Feet: 2,223
 - Bedrooms: 0
 - Half Baths: 0
 - Acres: 0.264
- > 1 Building Department records found
- > Assessed Value: \$165,100 | Taxable Value: \$96,285
- > 1 Special Assessment found
- > Property Tax information found
- > Utility Billing information found

Item 1 of 2 1 Image / 1 Sketch



Customer Information

Name [REDACTED] OCCUPANT
Address [REDACTED] Warren, MI [REDACTED]
Account Number [REDACTED]

Amount Due

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

Current Bill

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

Amount Due	\$0.00	Bill From	02/28/2025		
Due Date	04/30/2025	Bill To	03/30/2025		
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	

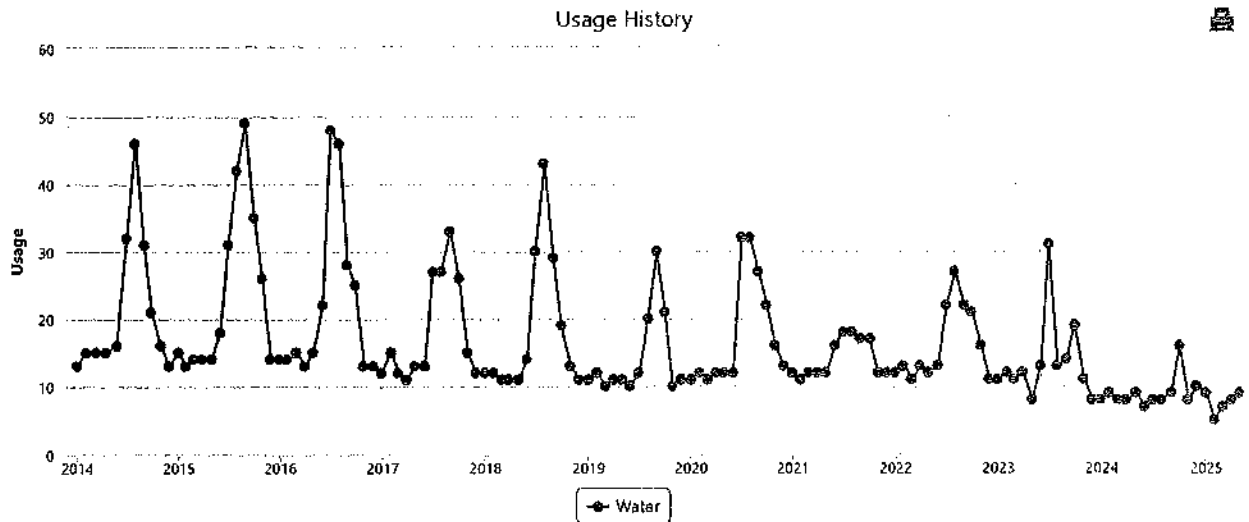
History (416 Items Found)

Starting Date [REDACTED] Ending Date [REDACTED] [Click here for a printer friendly version](#)

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
5/1/2025	Payment Posted	0005574340		0.00	0.00	(\$78.33)	\$0.00
4/30/2025	Meter Read	Water		2533.00	9.00	\$0.00	\$78.33
4/11/2025	Bill Calculated	02/28/25-03/30/25		0.00	0.00	\$78.33	\$78.33
4/1/2025	Payment Posted	0005532757		0.00	0.00	(\$68.90)	\$0.00
3/30/2025	Meter Read	Water		2524.00	8.00	\$0.00	\$68.90
3/12/2025	Bill Calculated	01/30/25-02/28/25		0.00	0.00	\$68.90	\$68.90
3/7/2025	Payment Posted	0005493873		0.00	0.00	(\$50.04)	\$0.00
2/28/2025	Meter Read	Water		2516.00	7.00	\$0.00	\$50.04
2/11/2025	Bill Calculated	01/02/25-01/30/25		0.00	0.00	\$50.04	\$50.04
2/4/2025	Payment Posted	0005442230		0.00	0.00	(\$187.87)	\$0.00
1/30/2025	Meter Read	Water		2509.00	5.00	\$0.00	\$187.87
1/14/2025	Bill Calculated	11/30/24-01/02/25		0.00	0.00	\$87.76	\$187.87
1/10/2025	Penalty			0.00	0.00	\$2.92	\$100.11

Usage History Chart

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WASTE WATER TREATMENT PLANT

32360 Warkop
Warren, MI 48093
(586) 264-2530

May 7, 2025

Council Secretary
City of Warren

RE: CONSIDERATION AND ADOPTION OF A RESOLUTION to approve Contract Modification No. 1 to the City Contract WWTP-24-001, Sand Filter Valve Replacements, increasing the original contract amount by \$197,372.86, resulting in an amended contract amount of \$531,687.86;

Attached hereto is a copy of proposed Contract Modification No. 1 to the City Contract WWTP-24-001, Sand Filter Valve Replacements.

The contract modification is for changes to the contract work due to additional work outside the scope of the original project, but still budgeted by the WWTP and extension of contract completion time. The total change to the original contract amount is \$197,372.86 (59% increase) resulting in a final contract amount of \$531,687.86.

It is the Waste Water Treatment Division's recommendation that the Warren City Council approve the Contract Modification No. 1 to the City Contract WWTP-24-001, Sand Filter Valve Replacements, as presented in the attached Contract Modification No. 1.

Please place this item on the May 13, 2025 or next available City Council agenda for approval consideration. Should you have any questions regarding this matter, I can be reached in my office at (586) 264-2530 ext. 8179.

Sincerely:

Donna Dordeski P.E.,
WWTP Division Head

Approved as to Form:

Mary Michaels
Acting City Attorney

Read and Concurred:

Dave Muzzarelli
Public Service Director

Recommended to City Council:

Signed by:

70FABF22E3214B9...
Lori M. Stone
Mayor

Read and Concurred:

Kristina Battle
Budget Director

DD/dm

attachments: Copy of Contract Modification No. 1, Proposed Council Resolution



CONTRACT MODIFICATION

DATE: May 2, 2025

CONTRACT: WWTP-24-001, Sand Filter Valve Replacements

MODIFICATION NO.: 1

TO: CSM Mechanical, Inc.
1235 Holden Ave.
Milford, MI 48381

NECESSITY FOR REVISION: Modifications to the contract work after project award due to field changes, additional work outside the scope of the original project.

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

The following work items are hereby added as part of the original contract:

Proposed Item No. 13

New Item 1.0 LS @ \$158,872.96

- Remove 4 Existing 24" Check Valves that have deteriorated to the point where they are now causing issues to other equipment adjacent to them.
- Remove 4 spool pieces to make room for new check valves including 2 supports that will need to be removed to accommodate installation of new check valves.
- Install 4 new 24" Check Valves and 2 new pipe supports, check valves will be SB200-D Slaminator Spring Assisted Rubber Flapper Check Valves.

Proposed Item No. 14

New Item 1.0 LS @ \$38,499.90

- Remove 2 Existing Air Compressors that have surpassed their design life expectations and need to be replaced
- Install 2 new Air Compressors which will be Quincy D370 Base Mounted Air Compressors.

Contract Time:

1. The Owner recognizes that due to the additional work outside of the original project scope and modifications to the contract work after project award that additional completion time is warranted. Two Hundred Eighty Six (286) calendar days are hereby added to the current Completion, as defined in Article II--The Time of the Contract, resulting in a revised Completion date of October 17, 2025.

The Contractor agrees that the Final Completion Date is extended to October 17, 2025.

The total change in contract price resulting from the modifications of original contract pay items and the addition of new pay items for work outside the original project scope is \$197,372.86 (59% increase) resulting in a final contract amount of \$531,687.86.

This document, including the additional pay items described above shall become an amendment to the Contract, and all provisions of the Contract will apply thereto.

The sum of \$197,372.86 is hereby added to the current amended contract amount of \$334,315.00, resulting in an amended contract amount of \$531,687.86.

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

Except as modified, all other terms of the Contract remain in effect.

Recommended by: 
Danuta Dordesi P.E., WWTP Division Head

Date: 5/7/25

Accepted by:  NICK BARDEN
for CSM Mechanical, Inc (Contractor)

Date: 5/2/2025

Approved by: _____ Warren City Council on _____ Date: _____

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

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

**RESOLUTION TO APPROVE CONTRACT MODIFICATION NO. 1
TO CITY CONTRACT WWTP-24-001
SAND FILTER VALVE REPLACEMENTS
CSM MECHANICAL, INC.**

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 _____ Time, in the Council
Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilpersons _____

ABSENT: Councilpersons _____

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

CSM Mechanical, Inc. and the City of Warren entered into a contract titled
WWTP-24-001, Sand Filter Valve Replacements.

Certain changes to the plans and specifications were deemed necessary resulting in
additional work outside the scope of the original contract.

The Waste Water Treatment Division Head desires an increase of the total contract amount in order
to perform additional items of work that were budgeted for and after review of completed work by CSM
Mechanical, Inc, WWTP staff are confident in granting this additional work. The measurement and
payment for the work shall be in accordance with the General Conditions, Section 200, Sub-sections 238
thru 240.

The Waste Water Treatment Division Head recommends approval of the attached Contract Modification No. 1 as submitted, increasing the original contract amount by \$197,372.86, resulting in an amended contract amount of \$531,687.86.

Funding for this work is available in the Capital Improvement Account 592-9047-98080.

THEREFORE, IT IS RESOLVED, pursuant to the recommendation of the Waste Water Treatment Division Head, that the City of Warren approves modifications to the WWTP-24-001, Sand Filter Valve Replacements for modifications to the project work after original contract award, increasing the original contract amount by \$197,372.86, resulting in an amended contract amount of \$531,687.86, as presented in the attached Contract Modification No. 1. An extension of time for Two Hundred Eighty Six (286) Days due to lead time of materials and additional working days is also included in this Contract Modification.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized to execute Contract Modification No. 1 to the City Contract WWTP-24-001, Sand Filter Valve Replacements in such form that meets with the approval of the City Attorney.

AYES: Councilpersons: _____

NAYES: Councilpersons: _____

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

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

DATE: MAY 12, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: STA-W-1552; RECOMMENDATION TO PURCHASE ONE (1) 2025 ELECTRIC CHEVROLET BRIGHTDROP 400 AWD VAN UTILIZING THE STATE OF MICHIGAN COOPERATIVE CONTRACT #MA240000001191

The Purchasing Division concurs with the Water Division and recommends that City Council approve the purchase of one (1) 2025 Electric Chevrolet Brightdrop 400 AWD Van from Berger Chevrolet, Inc., 2525 28th Street S.E., Grand Rapids, MI 49512, utilizing the State of Michigan Cooperative Vehicle Contract #MA240000001191, in the total amount of \$56,373.00.

If City Council approves this purchase, payment shall be authorized to be made immediately upon successful delivery from the awarded vendor.

The Water Division is seeking to purchase one (1) 2025 All Electric Chevrolet Brightdrop 400 AWD Van in the total amount of \$56,373.00, by utilizing the State of Michigan Cooperative Vehicle Contract #MA240000001191 (see attached).

If approved by your honorable body, this new vehicle will replace a 2010 Savanna Van with 128,642 miles.

Funds are available in the following Account: 592-9047-98040.

Respectfully Submitted,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/12/2025
Controller:		5/12/2025
MAYOR:		5/12/2025



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 **MA240000001191**

CONTRACTOR	Berger Chevrolet, Inc.
	2525 28th Street, SE
	Grand Rapids 22 49512
	Bob Evans
	(616) 575-9629
	bevans@bergerchevy.com
	CV0027890

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	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
F.O.B. Destination				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$100,000.00	\$2,000,000.00	\$2,100,000.00		
DESCRIPTION				
Effective 11/20/2024, this contract is hereby increased by \$2,000,000.00. In addition, 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.				

BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$56,373.00

Vehicle Description:

Number of units 1

Year 2025

Make Chevrolet

Total Bid Amount \$56,373.00

Model Brightdrop 400
AWD van

Vendor:

Berger Chevrolet Inc.

Bid Prepared For :

Address 2525 28th Street S.E.

City of Warren

Grand Rapids, MI 49512

Phone (616) 949-5200

Fax (616) 988-9178

Price includes title fee and delivery. Price based on
Municipal discount from State of Michigan contract
number MA240000001191.

Signature *Robert Evans*

Printed Signature Robert M. Evans

Date 5/6/2025



Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

25BD3 2025 Chevrolet BrightDrop 400 (CM32705) eAWD 400 (/ Complete)

Technical Specifications

Dimensions

Interior Dimensions

Passenger Capacity	2	Front Head Room	N/A
Front Leg Room	N/A	Front Shoulder Room	N/A
Front Hip Room	N/A	Second Head Room	N/A
Second Leg Room	N/A	Second Shoulder Room	N/A
Second Hip Room	N/A		

Exterior Dimensions

Wheelbase	153 in	Length, Overall w/rear bumper	N/A
Length, Overall	238.61 in	Width, Max w/o mirrors	89.4 in
Height, Overall	109.15 in	Overhang, Front	33.99 in
Overhang, Rear w/o bumper	N/A	Front Bumper to Back of Cab	N/A
Cab to Axle	N/A	Cab to End of Frame	N/A
Ground to Top of Load Floor	27.1 in	Ground to Top of Frame	N/A
Frame Width, Rear	N/A	Ground Clearance, Front	6.98 in
Ground Clearance, Rear	6.98 in	Body Length	0.00 ft
Rear Door Opening Height	73.44 in	Rear Door Opening Width	57.57 in
Side Door Opening Height	N/A	Side Door Opening Width	36.67 in
Step Up Height - Front	N/A	Step Up Height - Side	15.5 in
Cab to Body	N/A		

Cargo Area Dimensions

Cargo Area Length @ Floor to Console	N/A	Cargo Area Length @ Floor to Seat 1	117.51 in
Cargo Box Width @ Top, Rear	N/A	Cargo Area Width @ Beltline	83.68 in
Cargo Box Width @ Floor	N/A	Cargo Box Width @ Wheelhousings	54.71 in
Cargo Box (Area) Height	82 in	Tailgate Width	N/A
Cargo Volume	412.1 ft³	Ext'd Cab Cargo Volume	N/A

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Data Version: 25294. Data Updated: Apr 23, 2025 6:46:00 PM PDT.



Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

25BD3 2025 Chevrolet BrightDrop 400 (CM32705) eAWD 400 (☒ Complete)

Exterior

Doors

Side Door Type	Sliding
----------------	---------



Berger Chevrolet Inc

Robert Evans | 6162925749 | bevens@bergerchevy.com

25BD3 2025 Chevrolet BrightDrop 400 (CM32705) eAWD 400 (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CM32705	2025 Chevrolet BrightDrop 400 eAWD 400

COLORS

CODE	DESCRIPTION
GRO	Oyster White (Includes White-painted body with White-painted doors unless (R6V) Black-painted driver and passenger doors is ordered.)

OPTIONS

CODE	DESCRIPTION
A50	Seat, front bucket, driver with 2-way headrest (STD)
BHD	Bulkhead door, power open/close (Included and only available with (PCP) Power Door Package.)
C5F	GVWR, 9990 lbs. (4531 kg) (STD)
EJY	AWD Preferred Equipment Group includes standard equipment
EN0	Engine None (STD)
FE9	Emissions, Federal requirements
GRO	Oyster White (Includes White-painted body with White-painted doors unless (R6V) Black-painted driver and passenger doors is ordered.)
HBA	Jet Black, Cloth Seat Trim
MF1	Transmission None (STD)
PCP	Power Door Package includes (BHD) power open/close bulkhead door and (YG2) power passenger door
Q8E	Mechanical jack with tools (Included and only available with (ZHR) spare tire.)
RSF	Wheels, 17" (43.2 cm) steel, White-painted (STD)
RUF	Wheel, 17" (43.2 cm) steel spare, White-painted (Included and only available with (ZHR) spare tire.)
URL	11.3" diagonal advanced color LCD display with Google Built-In compatibility including navigation capability, connected apps, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD)
YG2	Door, power passenger (Included and only available with (PCP) Power Door Package.)
ZHR	Tire, spare LT245/75R17E all-season, blackwall (Includes (Q8E) mechanical jack with tools and (RUF) 17" White-painted steel spare wheel. Or includes (Q8E) mechanical jack with tools and (NZ4) 17" Black-painted spare wheel when (PYN) 17" Black-painted steel wheels is ordered.)

Options Total

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25BD3 2025 Chevrolet BrightDrop 400 (CM32705) eAWD 400 (✔ Complete)

Standard Equipment

Mechanical

- Engine None (STD)
- Transmission None (STD)
- GVWR, 9990 lbs. (4531 kg) (STD)
- Push Button Start
- Drive System, AWD (Electronic AWD) 2 motors (1 front and 1 rear electric drive unit) 300 hp (225 kW) and 390 lb-ft (530 Nm) of torque
- Electronic Precision Shift, electronic transmission range selector
- Emission system zero emission vehicle (ZEV)
- Final drive ratio, 13.26:1 (X80F) front axle and 11.63:1 (X77R) rear axle
- Chassis drive line, All-Wheel Drive (AWD) electric front
- Battery Pack, Standard Range (GM-estimated city/highway combined range: up-to 177 miles (FWD), up to 179 miles (AWD))
- Battery, 12-volt with rundown protection, 800 cold-cranking amps with 80 amp-hour rating
- Charging module, 11.5 kW high-voltage
- DC fast charging, 400 volt, up to 120 kW
- Steering, power, electric-assisted
- Brake, electronic parking
- Brakes, 17" front and rear sliding caliper disc with 4-wheel antilock braking
- Regenerative braking
- Drive unit, front, primary one motor, integrated inverter, open differential, park system
- Drive unit, rear, secondary one motor, integrated inverter, no park
- One Pedal Driving
- Auto Vehicle Hold

Exterior

- Wheels, 17" (43.2 cm) steel, White-painted (STD)
- Tires, LT245/75R17E all-season, blackwall
- Tire inflator kit (Deleted when (ZHR) spare tire is ordered.)
- Rear hold bars, integrated
- Rear step bumper
- Splash guards, rear

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Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

25BD3 2025 Chevrolet BrightDrop 400 (CM32705) eAWD 400 (✓ Complete)

Exterior

Headlamp control, automatic on and off

Headlamps, LED with daytime running lamps and turn signals

IntelliBeam, auto high beam

Lamp, exterior, overhead cargo door task light

Lamp, front, Smoked Amber roof marker, LED

Lamp, rear, Red, roof marker, LED

Taillamps, LED

Charge port lighting with charge indicator

Mirrors, outside, heated, power-adjustable, manual-folding with puddle lamps

Wipers, front intermittent, Rainsense

Washer system, washer level sensor

License plate front mounting package

Doors, White-painted driver and passenger (Replaced by Black-painted doors when (R6V) Black-painted driver and passenger doors is ordered.)

Cargo door, roll-up, rear

Entertainment

11.3" diagonal advanced color LCD display with Google Built-In compatibility including navigation capability, connected apps, Natural Voice Recognition and Phone Integration for Wireless Apple CarPlay/Wireless Android Auto for compatible phones (STD)

Audio system feature, 2-speaker system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

5G vehicle connectivity (Terms and limitations apply. See onstar.com or dealer for details.)

USB ports, 2, one type-A and one type-C located within the instrument panel

Interior

Seat, front bucket, driver with 2-way headrest (STD)

Seat trim, cloth

Seat adjuster, driver 6-way manual

Seat, front passenger jump

Seat, heated driver cushion and seatback

Cup holders, 2 on driver side, 1 on curbside

Floor covering, front cabin area, all-weather durable

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Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

25BD3 2025 Chevrolet BrightDrop 400 (CM32705) eAWD 400 (✓ Complete)

Interior

Floor covering, cargo area, composite, anti-slip, high-durability

Steering column, manual tilt and telescoping

Steering wheel, urethane

Steering wheel, heated

Driver Information Center, 11" diagonal display

Vehicle health management provides advanced warning of vehicle issues

Compass, digital

Outside temperature display located in the infotainment display

Delivery Mode a feature that automates repetitive tasks for the driver to speed package delivery. Features include turning on cabin lighting, unlocking doors, automating bulkhead door and curbside doors (if equipped with power package) and sounding the horn when vehicle is shifted out of park.

Windows, remote express-down

Door locks, power

Remote Keyless Entry

Key system, 2 additional key fobs

Remote vehicle starter system

Adaptive Cruise Control

Remote panic alarm

Theft deterrent system, unauthorized entry

Theft deterrent sensor, cargo area interior movement

Theft deterrent sensor, vehicle inclination

Power outlet, auxiliary, 12-volt

Power outlets, two, 110-volt located in upper instrument panel bin and on cargo area bulkhead wall

Upfitter wiring provisions includes two 30-amp relay controlled circuits

Air conditioning, automatic climate control

Sensor, humidity and windshield temperature

Storage tray, instrument panel

Storage bins upper instrument panel on driver side, upper instrument panel on curbside, lower floor area on curbside

Storage, overhead console

LED lighting, 2, motion-sensing, cargo area

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Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

25BD3 2025 Chevrolet BrightDrop 400 (CM32705) eAWD 400 (✔ Complete)

Interior

Seat belt color, Orange

Bulkhead door, manual open/close

Cargo tie downs 6, fixed, rated at 1,000 lbs (453.59 kg) each (Number of cargo tie downs changes to 5 when (ZHR) spare tire is ordered.)

Safety-Mechanical

Front Pedestrian and Bicyclist Braking

Intersection Automatic Emergency Braking

Blind Zone Steering Assist

Rear Cross Traffic Braking

Enhanced Automatic Emergency Braking

Reverse Automatic Braking

StabiliTrak, stability control system with Traction Control and Hill Start Assist

Safety-Exterior

Pedestrian safety signal automated external sound generator at low speeds alerts pedestrians of vehicle presence in the front and rear of the vehicle

Safety reflector triangle kit, set of 3

Safety-Interior

Airbags, frontal for driver; roof-rail and side-impact for driver and passenger

OnStar services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

OnStar Fleet Basics for Fleet Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Fleet Basics for Fleet includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. Fleet customers get select remote commands through OnStar Vehicle Insights. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

Google Automotive Services capable

Front and Rear Park Assist

HD Surround Vision

Forward Collision Alert

Lane Keep Assist with Lane Departure Warning

Following Distance Indicator

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Berger Chevrolet Inc

Robert Evans | 6162925749 | bevans@bergerchevy.com

25BD3 2025 Chevrolet BrightDrop 400 (CM32705) eAWD 400 (✔ Complete)

Safety-Interior

Traffic Sign Recognition (Requires applicable active data plan for full functionality.)

LED Reflective Windshield Collision Alert

Step Bumper View

Safety Alert Seat

Seat belt, driver, 3-point

Seat belt, front passenger jump seat, 3-point

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off through the vehicle infotainment screen

Seat belt pretensioner, driver

Tire Pressure Monitor System auto learn, includes Tire Fill Alert and Tire Leak Detection (does not apply to spare tire, if equipped)

First aid kit

Fire extinguisher, 1.5 kg with mount

Spare fuse kit

Horn, dual-note

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

Corrosion Miles/km (Rust-Through): 100,000

Corrosion Miles/km: 36,000

Hybrid/Electric Components Years: 8

Hybrid/Electric Components Miles/km: 100,000

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

May 7, 2025

David Koss
Superintendent

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

Re: Purchase a new 2025 Chevrolet Brightdrop 400 Van

Dear Mr. Treppa:

The Water Division is recommending the purchase of a new 2025 Chevrolet Brightdrop 400 AWD Van from Berger Chevrolet for a price of \$55,074.00. This vehicle is all electric and we will be purchasing the charger with the van for \$1,299.00 for a total of \$56,373.00.

The proposed vehicle will be bought through the State of Michigan Contract Cooperative #MA240000001191 from Berger Chevrolet, 2525 28th Street S.E, MI 49512. This vehicle is on the lot at Berger Chevrolet and ready for immediate delivery.

At this time, this vehicle will be replacing an older vehicle that is a 2010 Savanna Van with 128,642 miles on it. The proposed vehicle is budgeted in the 2024/25 Water and Sewer System Budget listed in account #592-9047-98040.

I will be available for City Council of any questions they may have in regards to the purchase of this vehicle and the future of the Water Maintenance Division. I can be reached at my office at 586.759.9234 or my cell at 586.601.5450.

Sincerely,

Derek Richter, Deputy Superintendent
City of Warren Water Division

RESOLUTION

Document Number: STA-W-1552

Product or Service: One (1) 2025 Electric Chevrolet Brightdrop 400 AWD Van

Requesting Department: Water Division

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____ 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.

Upon performing a diligent inquiry, the Water Division Deputy Superintendent has determined that it is in the best interest of the City to acquire one (1) 2025 Electric Chevrolet Brightdrop 400 AWD Van from Berger Chevrolet, Inc., 2525 28th Street, S.E., Grand Rapids, MI 49512, utilizing the State of Michigan Cooperative Contract #MA240000001191 in the total amount of \$56,373.00.

Funds are available in account number: 592-9047-98040.

IT IS RESOLVED, that the cooperative purchase through Berger Chevrolet, Inc. is hereby accepted by City Council in a total amount of \$56,373.00, and payment is authorized by City Council to be paid to the vendor immediately upon successful delivery from the vendor.

X Cooperative Bid document
☐ Contract
X Resolution

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

Mindy Moore
Secretary of the Council

STATE OF MICHIGAN)
COUNTY OF MACOMB) SS.

Sonja Buffa
City Clerk

DATE: MAY 9, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: TRI-W-1463; RECOMMENDATION OF AWARD TO PURCHASE ELECTRONIC TICKET WRITING SOFTWARE AND HANDHELD PRINTERS

The Purchasing Division concurs with the Public Service Department and recommends that City Council approve the purchase of Electronic Ticket Writing Software and Handheld Printers from Tyler Technologies, Inc., 5101 Tennyson Parkway, Plano, TX 75024, utilizing Sourcewell Contract #060624-TTI, for a five (5) year period, in the total not to exceed amount of \$111,794.00, with options to renew for five (5) additional one (1) year periods. See the annual price breakdown below for the first five (5) year period.

VENDOR	YEAR	COST
Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	1.	\$ 48,742.00
	2.	\$ 15,071.00
	3.	\$ 15,523.00
	4.	\$ 15,989.00
	5.	\$ 16,469.00
5-YEAR GRAND TOTAL:		\$111,794.00

The Public Service Department is seeking to purchase Ticket Writing Software for twenty (20) of its current iPads, along with twenty (20) handheld printers to be used by the City's Property Maintenance and Rental Divisions.

If approved by your honorable body, these handheld printers and software will allow the inspectors to issue tickets on scene, which will result in the ticket writing process being much more efficient. The tickets, once written, would automatically be sent to the Court for faster entry into the Court's docket system. This new process will reduce the number of ticket errors and the cost associated with printing of paper tickets.

Tyler Technology will be responsible for building a ticket that is specific to the City's needs and will allow for unlimited users to the web portal.

Tyler is providing a 50% discount of the first-year subscription and license fees (\$14,632.00 fee has been reduced to \$7,316.00).

In addition, Tyler Technologies software is able to interface with the Court's JIS and BS&A system for the ticket uploads.

The first-year cost is for the software, set-up and configuration with the Court and BS&A, hardware (printers), Project Management, and estimated travel and training being provided to the City.

Funds for the first-year's purchase are available in the following account 230-9230-98400 dependent upon concurrent resolution of budget amendment. Funds for years two (2) through five (5) will be allocated to the Property Maintenance and Rental Division accounts.

Respectfully Submitted,



Craig Treppa
Purchasing Agent

The Tyler Technologies Service Agreement has been reviewed and approved as to form by the Acting City Attorney.



Mary Michaels
Acting City Attorney

Approved By:	Signature	Date
Budget Director:		5/12/2025
Controller:		5/12/2025
MAYOR:		5/12/2025



DEPARTMENT OF PUBLIC SERVICE
ONE CITY SQUARE, SUITE 320
WARREN, MI 48093-5284
(586) 574-4604
FAX (586) 574-4517
www.cityofwarren.org

March 14, 2025

Craig Treppa
Purchasing Agent
1 City Square
Warren, MI 48093

RE: Request to purchase Tyler Technologies Electronic Ticket Writing software and handheld printers Rental Account # 230-9230-98400 in the amount \$48,742.00.

Mr. Treppa,

Public Services is requesting to purchase Tyler Technologies electronic Ticket Writing software for (20 I-pads) and (20) handheld printers for the Department of Property Maintenance and Rental division from Rental Account # 230-9230-98400. With the purchase of the new I-Pads for both divisions the addition of this software will allow the inspectors to issue tickets on scene making the ticket writing process much more efficient. Once the tickets are written they would automatically be sent to the court for faster entry in to the court docket system and better tracking of tickets issued, as well as uploaded to BS&A for enforcement entry. Tyler Technologies is able to interface with the courts JIS and BS&A system for the ticket uploads. The added layer of technology to the I-Pads will reduce ticket errors and reduce the cost for paper tickets. Tyler will build a ticket specific for the department needs and will allow us to have unlimited users in the web portal, which means that building and zoning can also issue tickets from the web portal. The purchase of this software will allow for better organization and monitoring of tickets issued as well as build a database for repeat offenders within the city.

We will be using the Sourcewell Cooperative contracts listed below for the purchase of this product.

Tyler Technologies Sourcewell Cooperative Contract Account # 060624-TTI and City of Warren Sourcewell Account # 16557.

The cost for the purchase of this product for 5 years is as follows



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Year 1: \$48,742 (first year services, software, set-up/configuration, hardware (Printers), and estimated travel and training)

Year 2: \$15,071

Year 3: \$15,523

Year 4: \$15,989

Year 5: \$16,469

Read and Concur:

Mayor Lori Stone

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

Respectfully,

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

Steve Campbell

Public Service Administrative Supervisor

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

Dave Muzzarelli

Public Service Director

RESOLUTION

Product or Service: Electronic Ticket Writing Software and Handheld Printers

Document No: TRI-W-1463

Requesting Department: Police

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____ 2025, at 7 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.

Upon performing a diligent inquiry, the Public Service Director has determined that it is in the best interest of the City, and the Public Service Department, to acquire Electronic Ticket Writing Software for twenty (20) iPads and twenty (20) Handheld Printers from Tyler Technologies, Inc., 5101 Tennyson Parkway, Plano, TX 75024, utilizing Sourcewell Contract #0606024-TTI, for a five (5) year period, in the total annual amounts not to exceed \$111,794.00, per the table below, with options to extend for five (5) additional one (1) year periods, with mutual consent of both parties and with City Council approval.

VENDOR	YEAR	COST
Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024	1.	\$ 48,742.00
	2.	\$ 15,071.00
	3.	\$ 15,523.00
	4.	\$ 15,989.00
	5.	\$ 16,469.00
5-YEAR GRAND TOTAL:		\$111,794.00

Funds for the first-year purchase are available in the following account 230-9230-98400 dependent upon concurrent resolution of budget amendment. Funds for years two (2) through five (5) will be allocated to the Property Maintenance and Rental Division accounts.

IT IS RESOLVED, that the cooperative purchase through Tyler Technologies, Inc. is hereby accepted by City Council in the annual not to exceed amounts shown in the table above.

IT IS FURTHER RESOLVED, that the contract shall have options to renew for five (5) additional one (1) year periods, with mutual consent of both parties and with City Council approval.

IT IS FURTHER RESOLVED, that the remit to address for Tyler Technologies, Inc., is PO Box 203556, Dallas, TX 75320-3556.

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

X Cooperative Bid document
☐ Contract
X Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

Mindy Moore
Secretary of the Council



Solicitation Number: RFP #060624

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Tyler Technologies, Inc., 5101 Tennyson Pkwy., Plano, TX 75024 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Software Solutions and Related Services for Public Sector and Education Administration from which Supplier was awarded a contract in Categories 1, 2, 3, 4, and 5.

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires October 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances; provided, however, that any additional extension will be upon written agreement by Supplier.

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



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc., a Delaware corporation with offices at 5101 Tennyson Parkway, Plano, Texas 75024 ("Tyler" or "we") and the City of Warren, a Michigan municipal corporation, One City Square, Warren, Michigan 48093 ("Client" or "City").

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number 16557.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #060624 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 060624-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>; and

WHEREAS Client desires to purchase off the Sourcewell contract to procure public safety software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and the City of Warren agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Warren, MI.
- **"Data"** means data uploaded or provided by you or your End Users through the use of the Tyler Software and necessary to utilize the Tyler Software. "Data" excludes Service Usage Data.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary, if any.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.

- **“Effective Date”** means the last signature date set forth in the signature block.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Order Form”** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“Service Usage Data”** means data and telemetry collected by us relating to your or your authorized users’ use of the Tyler Software and/or SaaS Services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit D.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **“we”, “us”, “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. **Rights Granted**. Tyler grants to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).
2. **SaaS Fees**. Client agrees to pay Tyler the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional

data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overages, upon advance notice and approval of the Program Manager.

3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 Client retains all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.4 You understand and agree that we may collect and use Service Usage Data to perform the SaaS Services, and for our own purposes, including the purposes described below. We may use Service Usage Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) maintain the security of the Tyler Software and SaaS Services, (c) aggregate your Service Usage Data and combine it with that of other clients and their users, and (d) use anonymized or aggregated Service Usage Data for our research, analytics or other business purposes. Service Usage Data will not be disclosed to any third-party unless (i) it is anonymized and aggregated such that it does not identify you, your users or your Confidential Information or (ii) we have entered into a written agreement with such third-party to bind them to applicable legal requirements with respect to the Service Usage Data.

- 4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

- 5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long

as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 The data centers utilized under this Agreement have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 The data centers utilized under this Agreement are accessible only by authorized personnel with a unique key entry. All other visitors to such data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

- 1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with the Invoicing and Payment Policy, set forth in Exhibit B.
- 2. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the

costs for the additional work.

3. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
4. Services Warranty. Tyler will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, Tyler will re-perform such services at no additional cost to you.
5. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.
6. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 8.2 provide support during our established support hours;
 - 8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 8.4 make available all releases to the Tyler Software (including updates and enhancements) that we make generally available and deploy, without additional charge; and
 - 8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform any maintenance and support services remotely. For any on-premise clients or components, we currently use a third-party secure connectivity tool called BeyondTrust (formerly Bomgar), as well as GoToAssist by Citrix. You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If

we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and reasonable access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. Travel and travel expenses must be approved in advance by the Client's Program Manager.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement may be renewed for five (5), one (1) year renewal terms by mutual, written agreement of the parties. The parties shall negotiate a mutually agreed upon increase in annual SaaS Fees for the five (5) additional one (1) year renewal terms. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement, except that in the event of termination, all Data of the City will promptly be made

available to you by Tyler in the format of the database, or other such format as may be mutually agreed upon, provided through Tyler's FTP server or such other secure method reasonably selected by Tyler, in coordination with the City's IS Manager.

2. **Termination.** This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 **Failure to Pay SaaS Fees.** You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 **Force Majeure.** Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
 - 2.4 **Lack of Appropriations.** If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 Tyler will defend and indemnify the City of Warren, and its officers, employees, boards and commissioner from and against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined

by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR. FOR THE AVOIDANCE OF DOUBT, THE TYLER SOFTWARE SHALL CONFORM TO THE SOFTWARE WARRANTY SET FORTH IN SECTION B.5 OF THIS AGREEMENT, AND THE SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH THE SERVICES WARRANTY SET FORTH IN SECTION C.4 OF THIS AGREEMENT.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TWO TIMES (2X) TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, TWO TIMES (2X) THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND LIABILITY OF THIRD-PARTY CLAIMS PURSUANT TO G(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; (e) Excess/Umbrella Liability of at least \$5,000,000; and (f) Employer's Liability of at least \$1,000,000, in form that meets the requirements of the City's Insurance Manager. We will add as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policies: "the City of Warren, City of Warren Downtown Development Authority, City of Warren Building Authority and 37th Judicial District Court, and their officers, employees, boards and commission" and shall include a waiver of subrogation under

Tyler's Commercial General Liability and Automobile Liability policies that arise out of or relate to this Agreement, except to the extent the damage or injury is caused by you. We will provide you with copies of certificates of insurance upon execution of this Agreement.

SECTION H – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction in or serving Macomb County, Michigan. Nothing in this section shall prevent either party from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect; No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written

consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party. Notices of routine, administrative matters may be exchanged by e-mail at the addresses for the Contacts listed on the signature page.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials, with prior permission of the Public Service Director.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as

defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at <http://www.twilio.com/legal/aup>, and to applicable provisions found in the current Twilio Terms of Service, available at <https://www.twilio.com/legal/tos>. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with

the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits, which are incorporated by reference into this Agreement.

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

In the event of any conflict between the terms of this Agreement and any exhibit or attachment, such conflict shall be resolved by giving precedence according to the following order of priority:

1. The body of this Agreement;
2. Exhibit A – Investment Summary;
3. Exhibit B – Invoicing and Payment Policy;
4. Exhibit B, Schedule 1 – Business Travel Policy;
5. Exhibit C – Service Level Agreement;
6. Exhibit C, Schedule 1 – Support Call Process; and
7. Exhibit D – Statement of Work.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _____

Name: _____

Title: _____

Date: _____

City of Warren, MI

By: _____

Name: Lori M Stone

Title: Mayor

Date: _____

By: _____

Name: Sonja Buffa

Title: City Clerk

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Warren, MI
1 City Square
Warren, MI 48093-5291
Attention: Steven Campbell
scambell@cityofwarren.org

With a copy to:

Tyler Technologies, Inc.
5101 Tennyson Parkway
Plano, Texas 75024
Attention: Legal Department

with a copy to:

City Clerk
One City Square
Warren, Michigan 48093

Primary Contract Administrator

Program Manager for City:

Steven Campbell
Assistant Director of Public Service
scampbell@cityofwarren.org

and

Shumon Hakim
IS Manager
shakim@cityofwarren.org

Exhibit A



INVESTMENT SUMMARY

Tyler Software	\$ 0
Services	\$ 24,500
Third-Party Products	\$ 14,156
Other Cost	\$ 0
Estimated Travel	\$ 2,770
Total One-Time Cost	\$ 41,426
Annual Recurring Fees/SaaS	\$ 14,632
Tyler Software Maintenance	\$ 0

Exhibit A



Quoted By:
Quote Expiration:
Quote Name:

Mark Lepley
5/17/25
Enforcement Mobile Code Enforcement
Sourcewell Pricing

Sales Quotation For:
City of Warren
1 City Sq
Warren, MI 48093-5291
Phone: +1 (586) 574-4700

Shipping Address:
City of Warren
1 City Sq
Warren, MI 48093-5291

Annual / SaaS				
Description	Quantity	Fee	Discount	Annual
License				
REF License - iOS [20]	20	\$ 480	\$ 960	\$ 8,640
Task				
Task: Code Enforcement	1	\$ 2,560	\$ 256	\$ 2,304
Subscription License Fees				
Interface: City Court 37th District (MI JIS)	1	\$ 2,049	\$ 205	\$ 1,844
Interface: BS&A	1	\$ 2,049	\$ 205	\$ 1,844
TOTAL				\$ 14,632

Services

Exhibit A

Description	Quantity	Unit Price	Discount	Total	Maintenance
Training	1	\$ 2,000	\$ 0	\$ 2,000	\$ 0
Set Up & Configuration	1	\$ 14,500	\$ 0	\$ 14,500	\$ 0
Project Management	1	\$ 3,000	\$ 0	\$ 3,000	\$ 0
Set Up & Configuration (Court and BS&A Interfaces)	1	\$ 5,000	\$ 0	\$ 5,000	\$ 0
TOTAL				\$ 24,500	\$ 0

Third-Party Hardware, Software and Services

Description	Quantity	Unit Price	Total	Unit Maintenance	Year One Maintenance
ZQ52-BUE0000-00 / Zebra, Printer, ZQ521	20	\$ 630	\$ 12,600	\$ 0	\$ 0
P1063406-027 / Zebra, ZQ500, 4 Bay Power Station	5	\$ 281	\$ 1,405	\$ 0	\$ 0
LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	1	\$ 151	\$ 151	\$ 0	\$ 0
TOTAL			\$ 14,156		\$ 0

Summary

	One Time Fees	Recurring Fees
Total Tyler Software	\$ 0	\$ 0
Total Annual	\$ 0	\$ 14,632
Total Tyler Services	\$ 24,500	\$ 0
Total Third-Party Hardware, Software, Services	\$ 14,156	\$ 0
Contract Total	\$ 53,288	
Estimated Travel	\$ 2,770	

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Exhibit A

Comments

Agency is responsible for paying any applicable state taxes. Contract total does not include tax.

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement")

between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

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Page 3

Exhibit A

- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: <https://www.tylertech.com/terms/tyler-saas-services>.

RETURN POLICY: When Hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you, and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

Quote includes the following:

- Software as a Service (Licenses, maintenance/support, and hosting)
- Customer administrative website portal (Unlimited users)
- iOS configuration (iPads)
- Licenses (20 devices)
- Code enforcement task
- City court interface (MI JIS)
- ERP Interface (BS&A)
- Hardware (Thermal printers and accessories)
- All services to manage project, implementation and train-the-trainers

5 year cost breakout:

Year 1: \$48,742 (1st year SaaS at 50%)

Year 2: \$15,071

Year 3: \$15,523

Year 4: \$15,989

Year 5: \$16,469

3% increase for years 2-5



Exhibit B

Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth below. Upon expiration of the initial term, if the parties mutually agree in writing to renew this Agreement, the parties shall negotiate mutually agreeable annual SaaS Fees for the five (5) additional one-year terms.

SaaS Fees - Initial Term	
Year one (1)	\$7,316.00
Year two (2)	\$15,071.00
Year three (3)	\$15,523.00
Year four (4)	\$15,989.00
Year five (5)	\$16,469.00

2. **Professional Services.**

2.1 The implementation and other professional services set forth in the Investment Summary shall be invoiced upon completion.

3. **Third Party Products.**

3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

3.5 *Third Party Services*: Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The rates in the Investment Summary includes travel expenses for the Tyler-delivered on-site services included under the Agreement as of the Effective Date. Any additional travel expenses shall be mutually agreed upon in writing by the parties, and will be billed as incurred and in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by



using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in

accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon
Depart after 12:00 noon

Lunch and dinner
Dinner

Return Day

Return before 12:00 noon
Return between 12:00 noon & 7:00 p.m.
Return after 7:00 p.m.*

Breakfast
Breakfast and lunch
Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. **Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. **Service Availability**

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	Client Relief
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.



Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most “how-to” and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email – for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search – a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community – provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Emergency 24-hours per day, 7 days per week, telephone support is available for reporting Priority Level 1 Defects for Enterprise CAD and eCitation only.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.



Exhibit D
Statement of Work

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City of Warren

SOW from Tyler Technologies, Inc.

1/6/2025

Presented to:

Steven Campbell

1 City Square

Warren, MI 48093

Contact:

Mark Lepley

Email: Mark.Lepley@TylerTech.com

526 University Drive E., Suite 201A, College Station, TX 77840

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the Warren Code Enforcement (collectively the "Project").

The overall goals of the project are to:

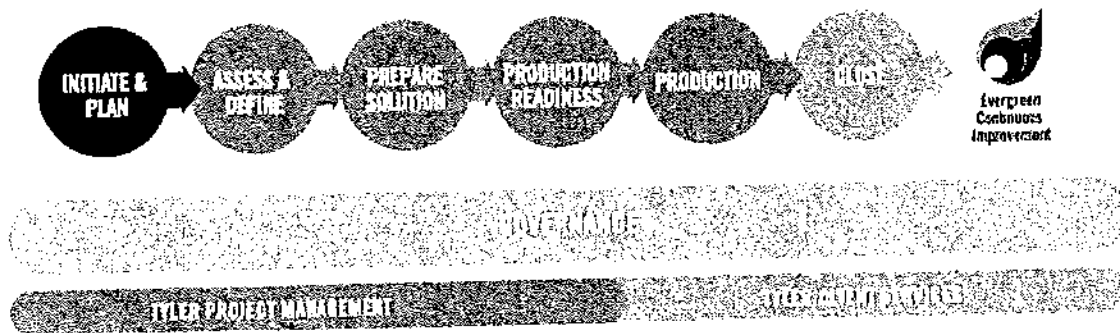
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the Warren Code Enforcement and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Warren Code Enforcement's complexity and organizational needs.

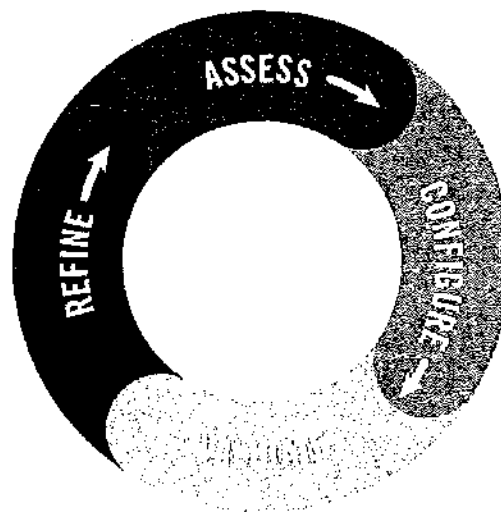
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the Warren Code Enforcement and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the Warren Code Enforcement and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the Warren Code Enforcement's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

Part 2: Project Foundation

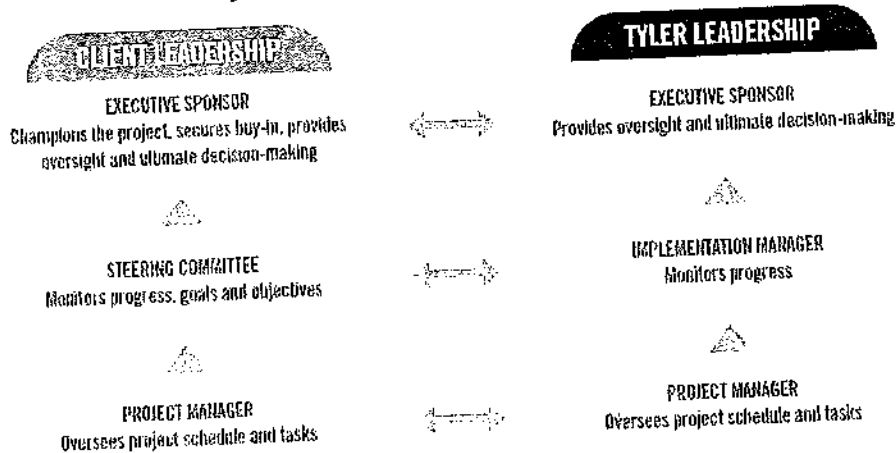
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the Warren Code Enforcement collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Warren Code Enforcement Steering Committee become the escalation points to triage responses prior to escalation to the Warren Code Enforcement and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Warren Code Enforcement and Tyler executive sponsors serve as the final escalation point.

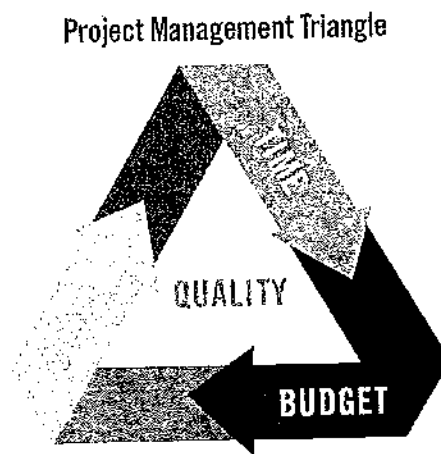
Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the “triple constraints” or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, the cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

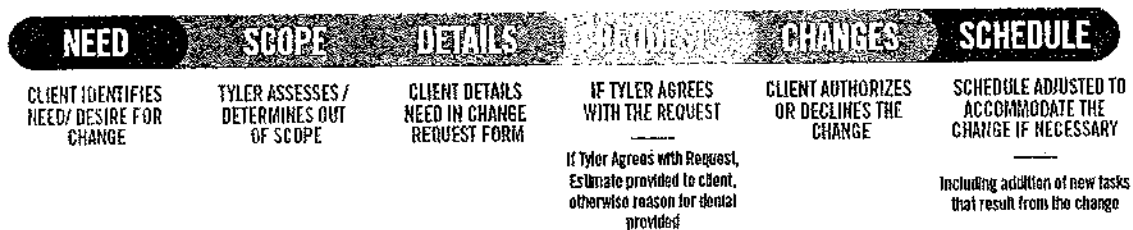
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the Warren Code Enforcement; for example, the Warren Code Enforcement may

decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the Warren Code Enforcement, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The Warren Code Enforcement will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the Warren Code Enforcement). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each Warren Code Enforcement office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the Warren Code Enforcement will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining Warren Code Enforcement feedback and approval on Project deliverables will be critical to the success of the Project. The Warren Code Enforcement project manager will strive to gain deliverable and decision approvals from all authorized Warren Code Enforcement representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each Warren Code Enforcement department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The Warren Code Enforcement shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the Warren Code Enforcement does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the Warren Code Enforcement does not agree the Deliverable or Control Point meets requirements, the Warren Code Enforcement shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Warren Code Enforcement shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Warren Code Enforcement does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the Warren Code Enforcement and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the Warren Code Enforcement, but are roles defined within the Project. It is common for individual resources on both the Tyler and Warren Code Enforcement project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Warren Code Enforcement 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the Warren Code Enforcement 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with Warren Code Enforcement management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the Warren Code Enforcement, the Tyler Project Manager provides regular updates to the Warren Code Enforcement Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the Warren Code Enforcement project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with the Warren Code Enforcement project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the Warren Code Enforcement and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the Warren Code Enforcement any items that may impact the outcomes of the Project.
- Collaborates with the Warren Code Enforcement's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the Warren Code Enforcement's project manager(s) to set a routine communication plan that will aide all Project team members, of both the Warren Code Enforcement and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the Warren Code Enforcement through software validation process following configuration.
- Assists during Go-Live process and provides support until the Warren Code Enforcement transitions to Client Services.
- Facilitates training sessions and discussions with the Warren Code Enforcement and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.



- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.

5.2 Warren Code Enforcement Roles & Responsibilities

Warren Code Enforcement resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 Warren Code Enforcement Executive Sponsor

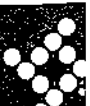
The Warren Code Enforcement executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the Warren Code Enforcement steering committee, project manager(s), and functional leads to make critical business decisions for the Warren Code Enforcement.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 Warren Code Enforcement Steering Committee

The Warren Code Enforcement steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the Warren Code Enforcement project manager and Project through participation in regular internal meetings. The Warren Code Enforcement steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The Warren Code Enforcement steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - Warren Code Enforcement Policies
 - Needs of other client projects



5.2.3 Warren Code Enforcement Project Manager

The Warren Code Enforcement shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The Warren Code Enforcement Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Warren Code Enforcement project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The Warren Code Enforcement project manager(s) are responsible for reporting to the Warren Code Enforcement steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

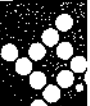
- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the Warren Code Enforcement project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the Warren Code Enforcement and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the Warren Code Enforcement staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all Warren Code Enforcement resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.



- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to Warren Code Enforcement technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with In-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 Warren Code Enforcement Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the Warren Code Enforcement project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of Warren Code Enforcement resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 Warren Code Enforcement Power Users

- Participate in project activities as required by the project team and project manager(s).



- Provide subject matter expertise on the Warren Code Enforcement business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the Warren Code Enforcement staff during and after implementation.

5.2.6 Warren Code Enforcement End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 Warren Code Enforcement Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for Warren Code Enforcement third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

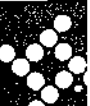
5.2.7.1 Warren Code Enforcement Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Warren Code Enforcement's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with Warren Code Enforcement and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 Warren Code Enforcement Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.

- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the Warren Code Enforcement.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "This work package is not applicable" in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project Initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the Warren Code Enforcement with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the Warren Code Enforcement gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Warren Code Enforcement's team. During this step, Tyler will work with the Warren Code Enforcement to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify Warren Code Enforcement project team.

STAGE 1		Initial Coordination																
		Tyler								Warren Code Enforcement								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned		A	R	C	I	I	I	I		I		I						
Warren Code Enforcement project team is assigned										A	I	R	I	I	I			
Provide initial project documents to the Warren Code Enforcement			A	R	C			C		I		I						
Gather preliminary information requested				I						A		R	C		C		C	C
Sales to implementation knowledge transfer			A	R	I	I	I	I				I						

[illegible]

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the Warren Code Enforcement to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all Warren Code Enforcement Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its Implementation methodology, terminology, and Project management best practices to the Warren Code Enforcement's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the Warren Code Enforcement Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the Warren Code Enforcement with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1		Project/Phase Planning													
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Tyler							Warren Code Enforcement						
	Executive Manager								Executive Sponsor						
	Implementation Manager								Steering Committee						
	Project Manager								Project Manager						
	Implementation Consultant								Functional Leads						
	Data Experts								Change Management Leads						
	Modification Services								Subject Matter Experts (Power						
	Technical Services								Department Heads						
	Client Services								End Users						
									Technical Leads						



Schedule and conduct planning session(s)		A	R						I		C	C	I				
Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Project Management Plan	Delivery of document
Project Operational Plan	Delivery of document
Initial Project Schedule	Warren Code Enforcement provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- Warren Code Enforcement has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The Warren Code Enforcement is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the Warren Code Enforcement's infrastructure meets Tyler's application requirements.
- Ensure the Warren Code Enforcement's infrastructure is scheduled to be in place and available for use on time.

use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Warren Code Enforcement								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
		A	R		C		C				C						C
	Initial Infrastructure Communication																



Schedule Environment Availability		A	R				C				I							
-----------------------------------	--	---	---	--	--	--	---	--	--	--	---	--	--	--	--	--	--	--

Inputs	Initial Infrastructure Requirements
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the Warren Code Enforcement Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the Warren Code Enforcement team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting														
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler								Warren Code Enforcement						
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I		
Review Stakeholder Meeting Presentation		I	C						A		R		C		
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I

Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:



- None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the Warren Code Enforcement
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current Warren Code Enforcement business processes. This information will be used to identify and define business processes utilized with Tyler software. The Warren Code Enforcement collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on Warren Code Enforcement team knowledge transfer such as: eLearning, documentation, or walkthroughs. The Warren Code Enforcement team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.
- Prepare the Warren Code Enforcement for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	Warren Code Enforcement



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
			A	R							I	I		I	I		I
											A	R		C			C
			A	R							I	I		I	I		I
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The Warren Code Enforcement and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The Warren Code Enforcement will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the Warren Code Enforcement's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Warren Code Enforcement



RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Warren Code Enforcement current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- Warren Code Enforcement attendees possess sufficient knowledge and authority to make future state decisions.
- The Warren Code Enforcement is responsible for any documentation of current state business processes.
- The Warren Code Enforcement can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 This work package is not applicable.

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:



- Documentation of future state decisions and configuration options to support future state decisions.
- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the Warren Code Enforcement against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- The Warren Code Enforcement can access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Warren Code Enforcement									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software for Included Environments			A				R				I						C
Install Licensed Software on Warren Code Enforcement Devices (if applicable)			I				C				A						R



Tyler System Administration Training (if applicable)			A				R				I						C
------------------------------------------------------	--	--	---	--	--	--	---	--	--	--	---	--	--	--	--	--	---

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on Warren Code Enforcement Devices (if applicable)	Software is accessible
	Installation Checklist/System Document	

Work package assumptions:

- The most current available version of the Tyler Licensed Software will be installed.
- The Warren Code Enforcement will provide network access for Tyler modules, printers, and Internet access to all applicable Warren Code Enforcement and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the Warren Code Enforcement to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The Warren Code Enforcement collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate the Warren Code Enforcement Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3		Configuration																
		Tyler								Warren Code Enforcement								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed		Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training				A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)				A	R							I	I		I			
Complete Warren Code Enforcement				I	C							A	R		C			



configuration tasks (where applicable)																	
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	------------------------------------------------------------------------------------------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. The Warren Code Enforcement is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the Warren Code Enforcement users on how to execute processes in the system to prepare them for the validation of the software. The Warren Code Enforcement collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that the Warren Code Enforcement understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler								Warren Code Enforcement								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			
Confirm process decisions			I	C						A	R	C	I	C			



Test configuration			I	C							A	R		C			
Refine configuration (Warren Code Enforcement Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C			C				A	R		C			C
Update Warren Code Enforcement-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed Warren Code Enforcement-specific process documentation (completed by Warren Code Enforcement)	

Work package assumptions:

- None

6.3.4 This work package is not applicable.

6.3.5 This work package is not applicable.

6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.



- Installation checklist/system document.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the Warren Code Enforcement team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the Warren Code Enforcement to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the Warren Code Enforcement verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the Warren Code Enforcement organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation													
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Tyler							Warren Code Enforcement						
	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power
Update Solution Validation plan			A	R	C						C	C		C
Update test scripts (as applicable)			C	C	C						A	R		C
Perform testing			C	C	C						A	R		C
Document issues from testing			C	C	C						A	R		C
Perform required follow-up on issues			A	R	C						C	C		C

Inputs	Solution Validation plan
--------	--------------------------



Completed work product from prior stages (configuration, business process, etc.)		
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	Warren Code Enforcement updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the Warren Code Enforcement will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the Warren Code Enforcement has considered its ability to successfully Go-Live. Issues and concerns will be discussed, and mitigation options documented. Tyler and the Warren Code Enforcement will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Warren Code Enforcement								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C



Final system infrastructure review (where applicable)			A				R					C					C
-------------------------------------------------------	--	--	---	--	--	--	---	--	--	--	--	---	--	--	--	--	---

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to the Warren Code Enforcement

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Train the Trainer: Tyler provides one occurrence of each scheduled training or implementation topic. Warren Code Enforcement users who attended the Tyler sessions may train additional users. Additional Tyler led sessions may be contracted at the applicable rates for training.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop Warren Code Enforcement specific business process documentation. Warren Code Enforcement-led training labs using Warren Code Enforcement specific business process documentation if created by the Warren Code Enforcement can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The Warren Code Enforcement is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler								Warren Code Enforcement								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			



End User training (Warren Code Enforcement-led)				C	C							A	R	I	C	C	C	
-------------------------------------------------------	--	--	--	---	---	--	--	--	--	--	--	---	---	---	---	---	---	--

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	Warren Code Enforcement signoff that training was delivered

Work package assumptions:

- The Warren Code Enforcement project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the Warren Code Enforcement as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of Warren Code Enforcement departments.
- The Warren Code Enforcement will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the Warren Code Enforcement will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the Warren Code Enforcement to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.



6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the Warren Code Enforcement and Tyler will complete work assigned to prepare for Go-Live.

Tyler staff collaborates with the Warren Code Enforcement during Go-Live activities. The Warren Code Enforcement transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Warren Code Enforcement data available in Production environment.

STAGE 5	Go-Live																
	Tyler								Warren Code Enforcement								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live	
	Final source data (if applicable)	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Warren Code Enforcement confirms data is available in production environment



Work package assumptions:

- The Warren Code Enforcement will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Warren Code Enforcement business processes required for Go-Live are fully documented and tested.
- The Warren Code Enforcement Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The Warren Code Enforcement Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the Warren Code Enforcement onto the Tyler Client Services team, who provides the Warren Code Enforcement with assistance following Go-Live, officially transitioning the Warren Code Enforcement to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the Warren Code Enforcement teams for key processes and subject areas.

STAGE 5	Transition to Client Services														
	Tyler								Warren Code Enforcement						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads
Transfer Warren Code Enforcement to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C	
Review long term maintenance and continuous improvement			A					R			C	C		C	

Inputs	Open item/issues List
--------	-----------------------



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities														
	Tyler								Warren Code Enforcement						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C	
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C	

Inputs	List of post Go-Live activities
--------	---------------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.



6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The Warren Code Enforcement transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the Warren Code Enforcement for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and the Warren Code Enforcement teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler								Warren Code Enforcement								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						



Participants	Tyler	Warren Code Enforcement
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads
	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the Warren Code Enforcement may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the Warren Code Enforcement teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out													
	Tyler							Warren Code Enforcement						
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power
														Department Heads
														End Users
														Technical Leads





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: MAY 6, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: SOL-W-1524; RECOMMENDATION TO AWARD EMAIL SERVICES

The Purchasing Division concurs with the Information Systems Department and recommends that City Council waive the bidding process and authorize a one (1) year membership (June 27, 2025 through June 26, 2026) for Office 365 Email services through Microsoft Corporation, One Microsoft Way, Richmond, Washington 98052, in the annual amount not to exceed \$44,924.00.

The City utilizes Office 365 Email services through the Microsoft Corporation. This recommendation is to furnish email services to all City employees, including the Police and Fire Department. Microsoft Corporation is a sole source provider for this product/service.

The City utilizes two types of plans; the EOP1 and Kiosk. The EOP1 plan is a bit more robust than the Kiosk plan. The type of plan is dictated by the needs of each City employee. The plan distribution breakdown is attached for your review (see department recommendation letter).

In addition, the City is requesting that an additional \$2,000.00 (included in the totals shown below) be set aside as contingency funds in the event that additional licenses are needed, throughout the contract period, for new employees or for upgrading individual employees from the Kiosk plan to the EOP1 plan.

The necessary funds are available in the following Accounts:

City Hall/Information Systems	101-1258-80100	\$18,600.00
Contingency Funds, as needed	101-1258-80100	\$ 2,000.00
Library	271-9271-80100	\$ 2,064.00
Fire Department	101-1336-80100	\$ 8,100.00
Police Department	101-1301-80100	<u>\$14,160.00</u>
Total:		<u>\$44,924.00</u>

Respectfully Submitted,

Shanah Turner
Assistant Buyer

Read and Concur,

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/12/2025
Controller:		5/12/2025
MAYOR:		

May 5, 2025

To: Purchasing Department
Subject: Microsoft Exchange Online Email

I am requesting that we purchase/renew email services from Microsoft Corporation in the amount of \$44,924.00 for the following locations/departments:

City Hall/Information Systems - 101-1258-80100

EOP1 Plan- 160 users at \$4.00 per month for 12 months = \$7,680.00
Kiosk Plan- 455 users at \$2.00 per month for 12 months = \$10,920.00
Total Amount for Fiscal Year = \$18,600.00

Library – 271-9271-80100

EOP1 Plan – 23 users at \$4.00 per month for 12 months = \$1,104.00
Kiosk Plan – 40 users at \$2.00 per month for 12 months = \$960.00
Total Amount for Fiscal Year = \$2,064.00

Fire Department – 101-1336-80100

EOP1 Plan – 170 users at \$4.00 per month for 12 months = \$8,100.00
Total Amount for Fiscal Year = \$ 8,100.00

Police Department – 101-1301-80100

EOP1 Plan – 295 users at \$4.00 per month for 12 months - \$14,160.00
Total Amount for Fiscal Year = \$ 14,160.00

In addition, the I.S. Department is requesting that an additional \$2000.00 be approved so that the City can add additional licenses to applicable departments, if required, throughout the year.

We have 2 types of accounts. EOP1 and Kiosk.

This covers the period of June 27, 2025 through June 26, 2026.

Microsoft is a sole source provider, as we are unable to procure this product/service through any other vendor.

Thank You for your assistance in this matter.



Shumon Hakim –IS Manager

RESOLUTION

Document No: SOL-W-1524
Product or Service: Office 365 Email Service
Requesting Department: Information Systems

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

Upon performing a diligent inquiry, the Information Systems Manager has determined that it is necessary in the interests of the City, to acquire Office 365 Email Services from Microsoft Corporation. The City utilizes Office 365 as their Email service. Microsoft Corporation is the sole source provider for this product/service. They offer local government agencies special discounted pricing for their EOP1 and Kiosk Email plans. The EOP1 plan (\$4.00 per month, per user) is a bit more robust than the Kiosk plan (\$2.00 per month, per user). The type of plan given to each employee is dictated by the needs of each employee.

Microsoft Corporation, One Microsoft Way, Richmond, Washington 98052 has been selected as the sole source provider for Office 365 Email.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in the following accounts:

101-1258-80100 - \$18,600.00 (160 EOP1 and 455 Kiosk Plans)
101-1258-80100 - \$ 2,000.00 Contingency Funds to be Utilized, if needed
271-9271-80100 - \$ 2,064.00 (23 EOP1 and 40 Kiosk Plans)
101-1336-80100 - \$ 8,100.00 (170 EOP1 Plans)
101-1301-80100 - \$14,160.00 (295 EOP1 Plans)
Total: \$ 44,924.00

IT IS RESOLVED, that the sole source purchase though Microsoft Corporation is hereby accepted by City Council for a one (1) year period commencing on June 27, 2025 through June 26, 2026 in the annual amount not to exceed \$44,924.00.

IT IS FURTHER RESOLVED, that the City may utilize up to \$2,000.00 (included in totals above) in the event that additional licenses are needed, throughout the contract period, for new employees or for upgrading individual employees from the Kiosk plan to the EOP1 plan.

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



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: MAY 6, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: TRI-W-1521; INCREASE OF AWARD FOR THE PURCHASE OF TWO (2) MICROSOFT SERVER LICENSES

The Purchasing Division concurs with the 37th District Court and recommends that the award to purchase one (1) Server (TRI-W-1521) to Connection Public Sector Solutions, 732 Milford Road, Merrimack, NH 03054, be increased from \$33,473.04 to \$41,424.70 (for a total increase of \$7,951.66) for the purchase of two (2) Microsoft Server Licenses, utilizing the Sourcwell Cooperative Contract #121923-GVC (see attached).

This recommendation before you today, is for an increase of award for the purchase of two (2) Microsoft Government MPSA Windows Server Datacenter 2025 16-Core Pack Level D Licenses, which are required for the capacity size of this Server.

On April 22, 2025, City Council approved an award to purchase one (1) Server in the total amount of \$33,473.04, utilizing the Sourcwell Cooperative Contract #121923-GVC. However, since that time, the price for the Server was reduced by the total amount of \$1,980.72.

If approved by your honorable body, the 37th District Court will apply the savings (\$1,980.72) from the purchase of the one (1) Server and apply it to the total cost of the two (2) 16-Core Pack Level D Licenses, which are \$4,966.19 each, for a total of \$9,932.38. This will result in a \$7,951.66 increase of award.

The Court will be utilizing the Sourcwell Cooperative Contract #121923-GVC for this purchase.

Funds are available in the following Account: 410-9410-97400.

Respectfully Submitted,

Read and Concur,

Shanah Turner
Assistant Buyer

Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/12/2025
Controller:		5/12/2025
MAYOR:		5/12/2025



Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and GovConnection, Inc. dba Connection – Public Sector Solutions, 732 Milford Road, Merrimack, NH 03054 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

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

1. TERM OF CONTRACT

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

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

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



SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Daniel Loofe
Phone: (800) 800-0019 ext. 75530
Fax: 603-683-0834
Email: daniel.loofe@connection.com

25757812.01

PLEASE REFER TO THE ABOVE QUOTE #
WHEN ORDERING

Date: 5/1/2025
Valid Through: 5/31/2025
Account #: S02698

Customer Contact: Shumon Hakim
Email: shakim@cityofwarren.org

Phone: (586) 574-4612
Fax:

QUOTE PROVIDED TO: AB#: 19758 CITY OF WARREN PURCHASING DEPT SUITE 425 1 CITY SQUARE WARREN, MI 48093 US (586) 574-4600	SHIP TO: AB#: 15394253 CITY OF WARREN SHUMON HAKIM 1 CITY SQ STE 420 WARREN, MI 48093 US (586) 574-4612
-----------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	SOURCEWELL #121923

Important Notice: -- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1				Agreement # 4100129274 Purch Acct# 0005797764			\$ -
2	2	41856501	AAA-90052	Govt. MP5A Windows Server Datacenter 2025 License Only 16 Cores Level D	Microsoft MP5A	\$ 4,966.19	\$ 9,932.38
Subtotal							\$ 9,932.38
Fee							\$ 0.00
Shipping and Handling							\$ 0.00
Tax							Exempt
Total							\$ 9,932.38



ORDERING INFORMATION

GovConnection, Inc. DBA Connection

SOURCEWELL Contract # 121923

Contract Expiration: 27 February 2028

Please contact your account manager with questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
PO Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

State of Michigan

37th DISTRICT COURT



ANNETTE GATTARI-ROSS
COURT ADMINISTRATOR/MAGISTRATE

Warren Division
8300 Common Road
Warren, Michigan 48093-2380
Phone: (586)574-4900

Center Line Division
7070 East Ten Mile Road
Center Line, Michigan 48015-1100
Phone: (586)757-8333

JOHN M. CHMURA
CHIEF JUDGE

SUZANNE L. FAUNCE
CHIEF JUDGE PRO TEM

MICHAEL C. CHUPA
DISTRICT JUDGE

STEVEN M. BIEDA
DISTRICT JUDGE

May 2, 2025

Mr. Craig Treppa
Purchasing Agent, City of Warren
One City Square, Suite 425
Warren, MI 48093

RE: PURCHASE OF SERVER LICENSE – CONNECTION

Dear Mr. Treppa:

We recently purchased a new server (through Connection). Also required for our upgrade is a server license. When purchasing servers and server licenses in the past, the court has consistently purchased through Connection, which utilizes the Sourcewell contract number 121923-GVC. The quote for the cost of the server was \$33,473.04, which we have ordered. However, in the time period of waiting for approval from council, the server pricing went down to \$31,492.32. The cost of the license for the server is \$9,932.38. It is the Courts' recommendation to increase the amount approved from \$33,473.04 to \$41,424.70, continuing to use the Sourcewell contract number 121923-GVC. The court and the city have an established relationship with Connection, and we trust this vendor with purchases such as this. Therefore, we are recommending the purchase of the server license through Connection.

Funding should be available in the court's building fund, 410-9410-97400.

If you have any questions, please contact me at your earliest convenience.

Respectfully submitted,

Annette Gattari-Ross
Court Administrator/Magistrate
37th District Court

AGR/kmb
Attachment
C: file

RESOLUTION

Document No: TRI-W-1521 Increase of Award
Product or Service: Purchase of Two (2) Microsoft Licenses
Requesting Department: 37th District Court

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.

On April 22, 2025, City Council awarded the purchase of one (1) Server to Connection Public Sector Solutions, 732 Milford Road, Merrimack, NH 03054, in the total amount of \$33,473.04, utilizing the Sourcewell Cooperative Contract #121923-GVC. Connection Public Sector Solutions reduced the price to \$31,492.32 (a savings of \$1,980.72).

The 37th District Court is seeking to purchase two (2) Microsoft Government MPSA Windows Server Licenses, which are required for the capacity size of this Server,

in the amount of \$4,966.19 each (a total of \$9,932.38), for an increase of award from \$33,473.04 to \$41,424.70 (for a total increase of \$7,951.66), utilizing the Sourcwell Cooperative Contract #121923-GVC.

Funds are available in the following Account: 410-9410-97400.

IT IS RESOLVED, that the increase of award is hereby accepted by City Council for Connection Public Sector Solutions in a total amount of \$41,424.70.

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

DATE: MAY 12, 2025
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: RECOMMENDATION TO INCREASE THE AWARD TO MICHIGAN URBAN SEARCH AND RESCUE (MUSAR) TRAINING FOUNDATION FOR RESCUE TRAINING CLASSES; SOL-W-1294

The Purchasing Division concurs with the Fire Department and recommends that City Council authorize an increase of the five-year award of SOL-W-1294; for Training Classes, from an amount not to exceed \$40,000.00 per fiscal year to an amount not to exceed \$60,000.00 per fiscal year, to the sole source provider, Michigan Urban Search and Rescue (MUSAR) Training Foundation (MUSAR), 45700 Port Street, Plymouth, MI 48170.

The Fire Department is required to take technical rescue training classes in Rope Rescue, Confined Space Rescue, Building Collapse, and Trench Rescue in order to be compliant with the National Fire Protection Association (NFPA). MUSAR's courses align with NFPA guidelines, which ensures that the Fire Department staff receive the highest quality training.

On August 13, 2024, your honorable body approved a five-year award to MUSAR to provide rescue training classes to the Fire Department's firefighters in an amount not to exceed \$40,000.00 per year. The award commenced on July 1, 2024 and is set to expire on June 30, 2029.

Due to rising costs of instructors, equipment for classes and insurance, MUSAR has increased their pricing for classes. Therefore, the Fire Department is requesting that the annual award be increased from \$40,000.00 per fiscal year, to \$60,000.00 per fiscal year (an increase of \$20,000.00 annually) for the five-year period, commencing on July 1, 2024.

Typically, MUSAR requires trainees to pay their fees individually, in advance. However, MUSAR is making an exception and allowing the City to issue a purchase order to them, as long as it was in advance of the start of any training courses.

If approved, this award shall run for the current fiscal year (July 1, 2024 through June 30, 2025) through June 30, 2029 at an amount not to exceed \$60,000.00 per fiscal year.

Funds are available in the following Account: 101-1336-82401.

Respectfully Submitted,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/12/2025
Controller:		5/12/2025
MAYOR:		5/12/2025



May 9, 2025

Craig Treppa
Purchasing Agent

WARREN FIRE DEPARTMENT

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

Subject: MUSAR Training Foundation

Craig

The Fire Department uses MUSAR certified instructors to provide Technical Rescue Training in the specialties of Rope Rescue, Confined Space Rescue, Building Collapse, and Trench Rescue. MUSAR Training Foundation is the leading provider of these types of training for firefighters and all of their courses meet the standards as outlined by the National Fire Protection Association (NFPA). Unfortunately, the company stopped accepted purchase orders and are now requiring departments to pre-pay for students attending their classes or requiring the students to pay by credit card at the time of registration to ensure a spot in their classes. MUSAR has agreed to invoice our department in advance of the class given the large number of students we send to their classes and the number of classes are employees take with their organization. Council in June of 2024 approved the department to spend up to \$40,000.00 per fiscal year ending on June 30, 2029.

Currently, the department is requesting that council increase our spending authorization to **\$60,000.00** per fiscal year through June 30, 2029, as MUSAR has significantly increased pricing for the classes they offer due to rising instructor and liability insurance costs along with equipment purchases and training prop maintenance costs.

Funding is available in line item 101-1336-82401.

Please direct questions to my attention at Ext. 3100.

Professionally,

Wilburt McAdams
Fire Commissioner

RESOLUTION

Document No: SOL-W-1294 Increase of Award
Product or Service: Michigan Urban Search and Rescue Training (MUSAR)
Requesting Department: Fire 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 _____.

On August 13, 2024, City Council approved a five-year award to the Michigan Urban Search and Rescue (MUSAR) Training Foundation, 45700 Port Street, Plymouth, MI 48170, for providing Rescue Training Classes for the period commencing on July 1, 2024 through June 30, 2029 in an annual amount not to exceed \$40,000.00.

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is necessary in the interests of the Fire Department, and the City, to increase the award to the sole source provider, MUSAR, for providing Rescue Training Classes, from \$40,000.00 per fiscal year, to \$60,000.00 per fiscal year (an increase of \$20,000.00 per fiscal year).

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in account number: 101-1336-82401.

THEREFORE, IT IS RESOLVED, that the award to the sole source provider, Michigan Urban Search and Rescue (MUSAR) Training Foundation, 45700 Port Street, Plymouth, MI 48170 is hereby increased from an amount not to exceed \$40,000.00 annually, to an amount not to exceed \$60,000.00 annually, to cover costs for Rescue Training Classes.

IT IS FURTHER RESOLVED, that the increase in award shall apply to each of the five fiscal years that was originally awarded and commenced on July 1 ,2024.

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

☐ 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



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320

WARREN, MI 48093-5284

(586) 574-4604

FAX (586) 574-4517

www.cityofwarren.org

April 29, 2025

Council Secretary

RE: Resolution for 25488 Schoenherr (Demolition of a House and Accessory Structure) Nuisance Abatement

Honorable Council Secretary:

The approval of a resolution is necessary for collection proceedings relating to the removal of a house and accessory structure at **25488 Schoenherr** which is under the nuisance abatement program.

Attached, please find the appropriate resolutions 1 and 2 and place on the May 20, 2025 consent agenda for a City Council Meeting June 24, 2025 to review and confirm Special Assessment Roll No. 542 .

Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "D. Muzzarelli".

David Muzzarelli, Director
Department of Public Service

Read and Concur,

Approved:

A handwritten signature in blue ink, appearing to read "Anna Sullivan".
City Attorney's Office

Read and Concur,

Approved:

Signed by:

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

78FABF22E3214B9...
Lori M. Stone, Mayor

RDS/al
Building
Treasurer
Controllers
City Clerk
Assessor



DEPARTMENT OF PUBLIC SERVICE

ONE CITY SQUARE, SUITE 320
WARREN, MI 48093-5284
(586) 574-4604
FAX (586) 574-4517
www.cityofwarren.org

April 29, 2025

City Attorney,

Vacant, dilapidated commercial building one story (block/metal 2,070 sq. ft.) with footings/slab. Remove dilapidated steel accessory building approximately 900 sq. ft, and remove surrounding 6 ft. steel fence approximately 210 ft. Remove abandoned vehicle at rear of property (van) and any debris at:

**25488 Schoenherr
13-24-304-001**

LOT 73, 74, and 75, inclusive – William H. Hovey Subdivision, according to the plat thereof as recorded in Liber 8, Page 59 of Plats, Macomb County Records.

Interested Parties: John and Alexander Dimitr
Macomb County Treasurer

Please be advised that the nuisance at the above-noted location has been completed through efforts of the City as directed by the Nuisance Abatement Board of Appeals. Please institute collection proceedings including but not limited to any civil action which may be available.

Cost incurred by the City in effecting the abatement of this nuisance is as follows:

Demolition Bid # ITB-W-1387	\$ 9,750.00
Asbestos Survey	\$ 450.00
City Administrative Fees	\$ <u>1,092.50</u>
Total	\$11,292.50

It is recommended these cost be charged to the property owner under proposed Special Assessment Roll No. 542. A Certificate of Abatement will be issued at a later date.

Sincerely,


Dave Muzzarelli, Director
Department of Public Service

cc: Mayor
Division of Building
Property Maintenance
City Controller
City Clerk
City Assessor
Treasurer

**1st SAR Nuisance Resolution
25488 Schoenherr (13-24-304-001)**

RESOLUTION

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

PRESENT: Councilmember: _____

ABSENT: Councilmember: _____

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

The City Council held a public appeal hearing on the Hearing Officer's nuisance determination, and adopted a resolution upholding the Hearing Officer's determination that a nuisance existed upon the following described Property ("Property"):

LOT 73, 74 and 75, inclusive – William H. Hovey Subdivision, according to the plat thereof as recorded in Liber 8, Page 59 of Plats, Macomb County Records.

**Owner(s): John and Alexander Dimitr
Macomb County Treasurer**

The City Council ordered abatement of the nuisance within **60 days** of the public appeal hearing and if the nuisance was not abated within the time limit, the City Council directed

the Director of Public Service to direct the removal of the nuisance. The City Clerk has notified the Property owner(s) of the City Council Resolution, and order of nuisance removal.

The Property owner(s) failed to remove the nuisance within the time period prescribed by City Council.

The Director of Public Service obtained removal of the nuisance by demolition pursuant to the Resolution of City Council.

The Director of Public Service has filed this report of the work done and the expenses incurred in the abatement of the nuisance.

NOW, THEREFORE, IT IS RESOLVED, that the City Council does hereby determine that the following charges shall be levied as a special assessment against the Property indicated:

PROPERTY

**Parcel No. 13-24-304-001
also known as 25488 Schoenherr**

CHARGES

\$11,292.50

IT IS FURTHER RESOLVED, that the City Assessor is hereby instructed to prepare a special assessment roll in accordance with the above determination and designate the name by which the roll shall be known.

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, and that the deferred installments of the special assessment roll shall bear interest at the rate of 8 (8%) per cent per annum.

IT IS FURTHER RESOLVED, that the special assessment roll shall be certified by the City Assessor and filed with the City Clerk. The City Clerk shall give notice by certified mail to the owner(s) of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the property affected, and giving the

Property owner(s) until the 24th day of June, 2025, for payment to be made. The notice shall further state that if payment is not made before the said 24th day of June, 2025, a public hearing shall be held on the aforesaid date before the City Council in the Council Chamber of the Community Center, 5460 Arden, Warren, Michigan 48092 at 7:00 p.m. Eastern _____ Time, for the purpose of hearing any objections to said special assessment roll as prepared.

AYES: Councilmember: _____

NAYS: Councilmember: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, _____.

MINDY MOORE
Council Secretary

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

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

_____, _____.

SONJA BUFFA
City Clerk

**2nd SAR Nuisance Resolution
25488 Schoenherr (13-24-304-001)**

RESOLUTION

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

PRESENT: Councilmember: _____

ABSENT: Councilmember: _____

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

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

Parcel No. (13-24-304-001) also known as 25488 Schoenherr

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

PROPERTY

CHARGES

Parcel No. 13-24-304-001 also known as 25488 Schoenherr

\$11,292.50

LOT 73, 74, and 75, inclusive – William H. Hovey Subdivision, according to the plat thereof as recorded in Liber 8, Page 59 of Plats, Macomb County Records.

**Owner(s) John and Alexander Dimitr
Macomb County Treasurer**

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

The City Clerk has given notice by certified mail on _____ to the owners of the Property upon which the aforesaid charges are levied, stating the basis for the assessment, the amount thereof, and the Property affected, and giving the property owners until the 24th day of June, 2025, for payment to be made;

Payment has not been made, and a public hearing having been held on June 24th, 2025, after notice of the hearing having been given to the Property owners, in the notice described above;

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

SPECIAL ASSESSMENT NO. 542 - \$11,292.50

IT IS FURTHER RESOLVED, that the special assessment roll shall be divided into ten (10) annual installments, the first installment(s) shall be due on July 1, 2026, and the subsequent installment(s) shall be due on July 1 of each and every year thereafter, bearing interest at the rate of eight (8%) per cent per annum, commencing on August 1, 2026.

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

AYES: Councilmember: _____

NAYS: Councilmember: _____

RESOLUTION DECLARED ADOPTED this _____ day of _____, _____.

MINDY MOORE
Council Secretary

CERTIFICATION

STATE OF MICHIGAN)
)SS.
COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk



CITY ATTORNEY'S OFFICE

One City Square, Suite 400
WARREN, MI 48093
(586) 574-4671
FAX (586) 574-4530
www.cityofwarren.org

May 12, 2025

Ms. Mindy Moore
Council Secretary
City of Warren

Re: Proposed Resolution to Provide Public Notice of Intent to Sell Tax-Reverted Property at 7203 Cadillac and 7574 Meadow, Warren; Parcel ID Nos. 13-33-207-030 and 13-33-428-009; Approving Sale after 30-Day Notice Period; Accepting Grant of Easement Rights for Public Utilities

Dear Council Secretary Moore:

Attached please find the above-referenced resolution to provide the public with thirty (30) days' notice of intent to sell tax-reverted properties located at 7203 Cadillac and 7574 Meadow (collectively "the Property") for \$1,000.00 (\$500.00 each), plus title insurance and recording fees.

The two properties were rejected by the developer awarded ITB-W-1287 on March 25, 2025. Another developer, James Leamon inspected the properties, and is willing to renovate them to City code, and obtain City Certification within six months, and sell them for owner-occupancy.

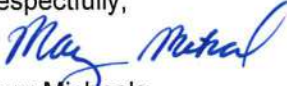
The properties will be conveyed "as is" with a quit claim deed, maintained, and kept free from the growth or cultivation of marijuana. He will also grant to the City an easement for public utilities and temporary construction access for public improvement projects, as may be needed in the future.

The resolution will remain on file with the City Clerk for 30 days. Any person wishing to submit an offer, may submit the offer in writing to Economic Development Director Tom Bommarito by June 23, 2025. If no other offers are received, Council's approval of the sale becomes final on the same terms of the resolution, with no further action.

Consistent with 2-346 of the Code of Ordinances, the proposed sale will relieve the City of the liability and cost to maintain the lots, restore vacant land to the tax rolls, rehabilitate blighted property, and ultimately enhance the aesthetics of the surrounding area. Although the Assessor has estimated the market value as \$67,610.00 and \$60,460.00, the homes are dilapidated and slated for nuisance abatement. The public purposes to be served by their renovation and re-sale would satisfy WCO 2-346.

If acceptable, please submit the resolution to Council for its meeting on Tuesday, May 20, 2025. Upon adoption, the resolution must remain on file with the City Clerk for thirty days.

Respectfully,


Mary Michaels
Acting City Attorney

Read and concur:

Signed by:


Lori M. Stone

70FARF22E321469
Lori M. Stone, Mayor

MM/vlt Ltr to M Moore re Notice of Intent to Sell - 7203 Cadillac and 7574 Meadow ID 112311

cc: James Leamon (w/attach.)
Paul Lize, Chief Building Inspector (w/attach.)
Tom Bommarito, Economic Development Director (w/attach.)
Hunter Manikas, Economic Development (w/attach.)

**RESOLUTION PROVIDING PUBLIC NOTICE OF INTENT TO SELL
VACANT TAX-REVERTED PROPERTY AT 7203 CADILLAC AND
7574 MEADOW, WARREN, MICHIGAN, PARCEL NOS. 13-33-207-030 AND
13-33-428-009; 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 May 20, 2025, at 7:00 p.m. Eastern Daylight Savings Time in the Council Chambers of the Warren Community Center, 5460 Arden, Warren, Michigan.

Present: Councilpersons _____

Absent: Councilpersons _____

The City acquired vacant, tax-reverted properties at 7203 Cadillac and 7574 Meadow, Warren, Michigan, Parcel Nos. 13-33-207-030 and 13-33-428-009 (collectively "the Property").

James Leamon is interested in purchasing the Properties.

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

Under the terms of the proposed sale, the Buyer would pay \$1,000.00, plus closing costs, the cost of title policy and survey, if necessary, and will agree to rehabilitate each property to City code, and obtain a City Certification within six months, keep each property maintained and free from narcotics including the growth or cultivation of marihuana, sell lots for owner-occupancy, and if permitted, lease the property for periods that exceed 12 months.

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 June 23, 2025.

THEREFORE, IT IS RESOLVED, that the City of Warren offers for sale the Property located at 7203 Cadillac and 7574 Meadow, Warren, Michigan, Parcel Nos. 13-33-207-030 and 13-33-428-009, Warren, Michigan, described as follows:

Lot 593 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.
Parcel Identification No. 13-33-207-030
Commonly known as: 7203 Cadillac

Lot 2731 – Piper's Van Dyke Subdivision No. 9, according to the plat thereof as recorded in Liber 7, Page 93 of Plats, Macomb County Records.
Parcel Identification No. 13-33-428-009
Commonly known as: 7574 Meadow

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 James Leamon in the amount of One Thousand and 00/100 (\$1,000.00) Dollars, plus closing costs, consistent with this resolution and in such form that meets with the approval of the City Attorney.

AYES: Councilpersons: _____

NAYES: Councilpersons: _____

Resolution declared adopted on this 20th day of May, 2025.

MINDY MOORE
Secretary of the Council

ID 112314

One City Square, Suite 310
Warren, MI 48089
(586) 574-4532
Fax (586) 574-0793
www.cityofwarren.com

7203 CADILLAC Warren, MI 48091 (Property Address)

Parcel Number: 12-13-33-207-030 Account Number: 202954762



Item 1 of 3 2 Images / 1 Sketch

Customer Name: CITY OF WARREN

Summary Information

- > Residential Building Summary
 - Year Built: 1950
 - Bedrooms: 2
 - Full Baths: 1
 - Half Baths: 0
 - Sq. Feet: 640
 - Acres: 0.097
- > Assessed Value: \$0 | Taxable Value: \$0
- > 1 Special Assessment found
- > Property Tax information found
- > Utility Billing information found

Owner and Taxpayer Information

Owner	CITY OF WARREN ONE CITY SQUARE Warren, MI 48093-6726	Taxpayer	SEE OWNER INFORMATION
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General Information for Tax Year 2025

Property Class	401 RESIDENTIAL-IMPROVED	Unit	12 CITY OF WARREN
School District	CENTER LINE PUBLIC SCHOOLS	Assessed Value	\$0
NOTES	NEZ - Patriot Place	Taxable Value	\$0
User Number Index	0	State Equalized Value	\$0
User Alpha 1	Not Available	Date of Last Name Change	08/21/2018
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	0.097
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	CENTERLINE 33, 28-400	Mortgage Code	No Data to Display
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	40.00 ft	106.00 ft
Total Frontage: 40.00 ft		Average Depth: 106.00 ft

Legal Description

PIPERS VAN DYKE SUBDIVISION NO. 3 LOT 593 L4 P57

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	Libert/Page
07/27/2018	\$458,397.00	QC	MACOMB COUNTY TREASURER	CITY OF WARREN	33-TO BE DETERMINED	25488/883
06/15/2015	\$50,950.00	PTA	MPH LLC	AMERICAN ESTATE AND TRUST FBO	33-TO BE DETERMINED	
06/15/2015	\$50,950.00	WD	MPH LLC	PROVIDENT TRUST GROUP LLC FBO	33-TO BE DETERMINED	23588/044
05/02/2015	\$34,250.00	WD	HONOR MANAGEMENT LLC	MPH LLC	33-TO BE DETERMINED	23475/573
05/01/2015	\$26,500.00	PTA	G & S HALE CORP	MPH LLC	33-TO BE DETERMINED	
05/01/2015	\$26,500.00	WD	G & S HALE CORP	HONOR MANAGEMENT LLC	33-TO BE DETERMINED	23530/725
08/24/2005	\$1.00	QC	HALE GOBEL	G & S Hale Corp	33-TO BE DETERMINED	17303/783

Building Information - 640 sq ft 1 Story (Residential)

General

Floor Area	640 sq ft	Estimated TCV	<i>Not Available</i>
Garage Area	0 sq ft	Basement Area	0 sq ft
Foundation Size	640 sq ft		
Year Built	1950	Year Remodeled	<i>No Data to Display</i>
Occupancy	Single Family	Class	CD
Effective Age	32 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	<i>Not Available</i>
1st Floor Rooms	5	Sewer	<i>Not Available</i>
2nd Floor Rooms	0	Style	1 Story
Bedrooms	2		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1 Story	Crawl Space	Siding	640 sq ft	1 Story

Basement Finish

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

Plumbing Information

3 Fixture Bath	1
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Porch Information

CGEP (1 Story)	132 sq ft	Foundation	Standard
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****Disclaimer:** BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data. If you are experiencing general issues using the BS&A Online website please contact BSA Online Support at BSAOnlineSupport@bsasoftware.com or 517-641-8900.

7574 MEADOW Warren, MI 48091 (Property Address)

Parcel Number: 12-13-33-428-009 Account Number: 202932074



Item 1 of 4

3 Images / 1 Sketch

Customer Name: CITY OF WARREN**Summary Information**

- > Residential Building Summary
 - Year Built: 1926
 - Full Baths: 1
 - Sq. Feet: 658
 - Bedrooms: 0
 - Half Baths: 0
 - Acres: 0.095
- > 2 Building Department records found
- > Assessed Value: \$0 | Taxable Value: \$0
- > 1 Special Assessment found
- > Property Tax information found
- > Utility Billing information 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	401 RESIDENTIAL-IMPROVED	Unit	12 CITY OF WARREN
School District	VAN DYKE PUBLIC SCHOOLS	Assessed Value	\$0
NOTES	NEZ - Patriot Place	Taxable Value	\$0
User Number Index	0	State Equalized Value	\$0
User Alpha 1	Not Available	Date of Last Name Change	08/01/2019
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** 06/14/2007

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	0.095
Land Value	\$0	Land Improvements	\$0
Renaissance Zone	No	Renaissance Zone Expiration Date	No Data to Display
ECF Neighborhood	VAN DYKE 33	Mortgage Code	No Data to Display
Lot Dimensions/Comments	Not Available	Neighborhood Enterprise Zone	No

Lot(s)	Frontage	Depth
Lot 1	35.00 ft	118.00 ft
Total Frontage: 35.00 ft		Average Depth: 118.00 ft

Legal Description

PIPER'S VAN DYKE NO. 9 LOT 2731 L7 P93

Date of Last Split/Combine *No Data to Display*
Date Form Filed *No Data to Display*
Date Created *No Data to Display*
Acreage of Parent 0.00
Split Number 0
Parent Parcel *No Data to Display*

Number of Splits Left 0
Unallocated Div.s of Parent 0
Unallocated Div.s Transferred 0
Rights Were Transferred *Not Available*
Courtesy Split *Not Available*

Sale History

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms of Sale	Libers/Page
07/23/2019	\$204,220.00	QC	MACOMB COUNTY TREASURER	CITY OF WARREN	33-TO BE DETERMINED	26084/900
05/21/2015	\$1.00	QC	BRODERICK KATHRYN ET AL	WEATHERFORD WILLIAM H JR	33-TO BE DETERMINED	23421/118
06/30/2010	\$5,800.00	OTH	FNMA	BRODERICK KATHRYN & WEATHERFORD W	33-TO BE DETERMINED	20351/511
09/18/2009	\$66,155.00	SD	DUEWEKE WILLIAM III	FNMA	10-FORECLOSURE	19957/643
06/14/2007	\$63,000.00	WD	VALLERIANI RICARDO	DUEWEKE WILLIAM III	03-ARM'S LENGTH	18828/825
04/06/2006	\$10,000.00	WD	MATECKI CECYLIA	Valleriani Ricardo	33-TO BE DETERMINED	17756/328
11/13/1996	\$33,240.00	WD			33-TO BE DETERMINED	
04/25/1991	\$25,500.00	WD			03-ARM'S LENGTH	

Building Information - 658 sq ft 1 Story (Residential)

General

Floor Area	658 sq ft	Estimated TCV	<i>Not Available</i>
Garage Area	0 sq ft	Basement Area	0 sq ft
Foundation Size	658 sq ft		
Year Built	1926	Year Remodeled	<i>No Data to Display</i>
Occupancy	Single Family	Class	CD
Effective Age	32 yrs	Tri-Level	No
Percent Complete	100%	Heat	Forced Air w/ Ducts
AC w/Separate Ducts	No	Wood Stove Add-on	No
Basement Rooms	0	Water	<i>Not Available</i>
1st Floor Rooms	4	Sewer	<i>Not Available</i>
2nd Floor Rooms	0	Style	1 Story
Bedrooms	0		

Area Detail - Basic Building Areas

Height	Foundation	Exterior	Area	Heated
1 Story	Crawl Space	Siding	658 sq ft	1 Story

Basement Finish

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

Plumbing Information

3 Fixture Bath 1

Deck Information

Treated Wood 40 sq ft

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

4/29/25

James Leamon
18530 Mack Avenue, Grosse Pointe Farms, MI

**RE: City-Owned Property at 7203 Cadillac and 7574 Meadow, Warren,
Michigan
Parcel No. 13-33-207-030 & 13-33-428-009**

Dear James:

The purpose of this letter is to ascertain your interest in acquiring city-owned property located at 7203 Cadillac and 7574 Meadow in Warren, Michigan, Parcel No. 13-33-207-030 & 13-33-428-009.

This property is vacant land, which the City of Warren acquired through the tax foreclosure process. We are seeking buyers who will demolish or refurbish the existing homes and create opportunities for owner occupied housing in the city, which would benefit the buyer and the surrounding neighborhood. The primary terms of the sale would include:

- Purchase price of \$1,000.00, 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. You would purchase the land "as is";
- The properties must each be used as one buildable residential lot;
- The properties must be brought into better condition (i.e. landscaping, maintenance, etc.) within two months.
- The refurbishing, renovation, or demolition of the existing structures must begin within a one-year period from the closing date.
- The sale must be approved by the Warren City Council, subject to a 30-day period for other parties to submit a competing offer. If other offers are submitted, the offers are returned to the Council for a final decision;
- You must be current on all taxes, water and sewer charges, and assessments;
- Restrictive covenants must attach to the combined property;

Letter of Interest Leamon 4/29/25

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;

Grant a temporary construction easement, if needed, for any future public improvement project (typically for staging, grading or regrading purposes);


No short-term rentals permitted.

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

If you are interested in purchasing the property on these terms, we will request the Warren City Council to approve the sale. To begin the process, please sign the letter at the bottom where indicated, and complete the contact information. All other parties with an ownership interest in 7203 Cadillac and 7574 Meadow must be identified, sign, below and the purchase agreement, and appear on the deed to 7203 Cadillac and 7574 Meadow. You are responsible for identifying the type of ownership you prefer, such as tenants in common, joint tenants or tenant by the entireties, and if a business, for furnishing the business name, and the evidence of the authority of the officer or representative to bind the business.

Should you have any questions, or would like additional information, please call my office at 586-574-4604.

Sincerely,

Signed by:

6F52A3F825A947D...

Tom Bommarito, Director of Community/Economic Development

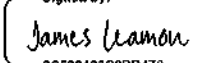
By signing below, you are acknowledging:

- You will agree to the sale on terms specified in this letter;
- This is merely an expression of interest and is not a formal offer to purchase or sell the property, and does not create any obligation or bind either the City of Warren or the undersigned;
- A purchase agreement must be approved by the Warren City Council documenting these terms and others, and third parties will have 30 days to submit a competing offer;

Letter of Interest Leamon 4/29/25

- Following Council approval, a purchase agreement must be signed within 30 days of receipt from the City Attorney, or the property may be offered to another party;
- Upon receiving the title commitment, the closing must occur within 45 days or the offer may be rescinded, and property may be offered to another party.
- If you no longer own the adjacent land, the City reserves, in its sole discretion to either withdraw this offer, or renegotiate the purchase price, as the land combination is a part of the consideration for the sale, and value to the public.

Please print your full legal name below the signature. Any other party to be added to the deed must be disclosed, with name and phone number, and all parties must sign the purchase agreement and other documents to complete the sale.

Signed by:

2C528423C08D478

Date: 4/29/2025

Signature

James Leamon

Please Print Legal Name

James J. Leamon

Phone Number

jjlealand@gmail.com

E-mail Address

Other Interested Parties:

N/A



Date:

Signature:

Please Print Legal Name

Relationship:

Phone Number

E-mail Address

Letter of Interest Leamon 4/29/25

Owners of Adjacent land: N/A



If applicable, type of business entity: Construction



Nature of business: Renovate and refurbish housing



How land will serve the business (must be added to deed restriction): Fix up houses and sell them



Authorized representative name and title: James Leamon, Sole proprietor of James Leamon Construction



(Attached resolution, operating agreement or evidence of authority)

REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT

This Agreement is made this ____ day of _____, 2025 between the City of Warren, a Michigan municipal corporation whose address is One City Square, Warren, Michigan, 48093, a Michigan municipal corporation (the "City") and James Leamon, whose address is 18530 Mack Ave., Grosse Pointe Farms, Michigan 48236 (the "Purchaser").

RECITALS

1. The City acquired several parcels of real property from the County of Macomb that had been forfeited due to delinquent property taxes, specifically properties located at 7203 Cadillac and 7574 Meadow located in the City of Warren, County of Macomb, State of Michigan (Properties or collectively the "Property").
2. The City wishes to restore and preserve the quality and vitality of its neighborhoods by working proactively to have the properties rehabilitated and sold for owner-occupancy
3. The Developer wishes to purchase the Properties to renovate them to City code, and sell the individual homes for owner-occupancy.
4. Developer has the skill and experience to perform the construction. 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 two (2) properties described as follows:

Lot 593 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.

Parcel Identification No. 13-33-207-030

Commonly known as: 7203 Cadillac

Lot 2731 – Piper's Van Dyke Subdivision No. 9, according to the plat thereof as recorded in Liber 7, Page 93 of Plats, Macomb County Records.

Parcel Identification No. 13-33-428-009

Commonly known as: 7574 Meadow

The above properties 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 sum of One Thousand 00/100 (\$1,000.00) Dollars, plus closing costs, subject to adjustment and prorations as provided in this Agreement, payable in immediately available funds. 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.

TERMS OF PAYMENT

The purchase price shall be paid by Purchaser to Seller at closing by cashier's check.

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"), subject to easements, covenants and restrictions of record as shown on the referenced title commitment and conditions and restrictions stated below.

Purchaser agrees to accept the conveyance, and the covenant to rehabilitate the residential dwelling and structures on the Property to City code, and to sell the Property as a single-standing buildable residential lot, construction of a residential dwelling, owner-occupancy for two years, subject to restrictions against short-term rentals for a period less than 12 months, the cultivation, distribution, processing, or growth of any controlled substance, including medicinal marihuana, any adult, sexually-oriented business as defined in the City of Warren Codes of Ordinances, and to agree 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 must sign the Restrictive Covenants. 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.

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.

DEFINITIONS

As used in this agreement the following terms will have the meaning, ascribed to them as follows:

"City" means the City of Warren, including its officers, employees and agents acting within the scope of their authority.

"Closing" means the date the transactional documents are executed to convey the Properties from the City to Developer.

"City Certification" means the process of having a residential structure certified and inspected for compliance with state and local codes and regulations.

"Developer" will mean James Leamon, individually or as a sole proprietor, its officers, members, directors, employees, agents, authorized agents.

DEVELOPER'S RESPONSIBILITIES

1. The Developer agrees to purchase from the City, the City's interest in the properties that are identified as 7203 Cadillac and 7574 Meadow (singularly, "Property" or collectively, "the Properties"), subject to the terms of this Agreement.
2. The Developer agrees to maintain, develop, rehabilitate the Property, and to sell individual properties, in accordance with the terms, conditions and standards in this Agreement.
3. The Project will be coordinated with the City's Director of Public Service or his or her designee ("the City Administrator" or "Administrator"), who is responsible for the overall administration, coordination and general oversight of the Project on behalf of the City. Developer will meet with the Administrator within two weeks of execution of this Agreement and determine an overall timeline for progress of the Project ("Schedule"). Upon such determination, the Schedule shall be incorporated by reference into this Agreement and binding upon Developer. Developer will report completion of phases, and provide updates on the rehabilitation, sale or rental of each Property.
4. Upon execution of this Agreement, Developer is responsible for all Maintenance for Properties, and assumes all responsibility for injury or damage. Risk of Loss shall be on the Developer for each individual property until sale to a third party. Developer will comply with requests for service at an individual Property requiring Maintenance, and will be responsible for any injury or damage or risk associated with the Property.
5. The Developer will provide, at its expense, all materials, labor, professional services, equipment necessary to maintain, rehabilitate, construct, improve, and sell the Properties in compliance with all applicable codes, ordinances, laws, and regulations, within six months of, and in accordance this Agreement. As described in detail below, the Developer understands and agrees that it will also be responsible for the following:
 - a. Within 20 days of this Agreement, Developer will remove all junk and debris, including abandoned vehicles, mow the lawns and remove weeds.
 - b. Developer will perform all Maintenance until the Properties are sold. Maintenance, as used in this Agreement, shall include, without limitation, re-keying, securing and boarding Properties, lawn mowing, weed removal,

- debris removal, snow removal, and rodent control ("Maintenance" or "Maintained").
 - c. Pursue any legal action necessary to clear title to the Properties as Developer deems appropriate in its sole discretion.
 - d. Take any action to evict squatters, holdover tenants and any other persons occupying, or claiming a right to occupy or possess, the Properties.
 - e. Take action necessary relating to the disposition of personal property that is located on the Properties.
 - f. Following best industry marketing standards, Developer agrees to actively market all Property for owner-occupancy following City Certification. If any Property is not sold for a period of one year following the City Certification and active marketing for owner-occupancy, the Developer may, with the prior permission of the City's Director of Public Service lease a property, provided, however, any such lease will be subject to the leasing criteria agreed to by the City Administrator, and not for a period of less than 12 months. It is understood if the Property becomes zoned for owner-occupancy, it shall remain owner-occupied notwithstanding any shorter period provided in this Agreement or the declaration of restrictive covenants described below.
 - g. At any closing, Developer will have the buyer execute at closing a restrictive covenant that the Property will remain owner-occupied for a period of at least two year(s) from the sale from submission of a valid, executed Principal Residence Exemption filed with the City Assessor.
 - h. Developer will be responsible for keeping each Property covered by liability insurance until sold. The sale of any Property must be made subject to the binding covenants that run with the land that the properties will not be used for the use, distribution, transfer or manufacturing of medical or recreational marihuana, adult or sexually-oriented businesses, businesses, short-term rentals for periods of less than 12 months, or uses that require a special land use permit under the Section 14.02 of the Zoning Ordinances of the City, which includes a used car lot, unless otherwise allowed by the Warren City Council, and will be kept maintained in compliance with applicable local ordinances, codes and permits. In addition, the restrictive covenant will include the grant of access to the City for the repair, inspection or replacement of public utilities or temporary access during public improvement or construction projects, if applicable. The restrictive covenants will be in a form mutually acceptable to the City and Developer.
6. Developer agrees to, in a good and professional manner, perform all work and furnish all labor and materials, necessary to rehabilitate and/or service the Properties, which includes the following:
- a. The Properties will be renovated in full compliance with all applicable codes, laws and regulations, and must be approved for Certificate Certification by the City within one year of this Agreement, unless extended for good cause by the Administrator. Renovation shall include the principal and all accessory structures on the Properties.
 - b. The Developer will file legal actions or take other action necessary to obtain full and clear title to the Properties.
 - c. Developer shall be responsible to evict occupants remaining in any of the Properties who do not purchase the Property as provided above. The Developer will apprise the City's Administrator of all developments in the cases, and provide the Administrator with a copy of the final judgment

- Property, or the dismissal for each of the Properties as to which the Developer files suit. Properties will not be resold to a third party unless they are free of rights of occupancy rights, and clear title.
- d. All Properties must be maintained by the Developer in full compliance with the applicable codes and regulations, including, without limitation, Chapter 28 of the City of Warren Code of Ordinances, and the requirements of this Agreement until sold to a third party.
 - e. The City and Developer agree to order the title commitment and insurance from Greco Title Agency.
 - f. The Developer will abide by requests of the City of Warren Division of Property Maintenance inspectors for maintenance services. It is understood that the City's Property Maintenance inspectors will monitor the properties and contact the Developer to address issues as they arise and as necessary to reduce blight, vandalism and theft. The Developer will respond to address those issues and comply with a request for service at a given property within fifteen (15) days of a service request, or less in an emergency situation. Unless if the nature of the service request is such that more than fifteen (15) days are reasonably required to comply with the request, then Developer shall have reasonable time to complete compliance so long as Developer commenced work to comply within said fifteen (15) day period.
 - g. When Developer sells any of the Properties, they shall be sold subject to a deed restriction or recorded restrictive covenant requiring the property to be maintained according to codes, including without limitation, Chapter 28 of the City of Warren Code of Ordinances, and any supplemental or replacement ordinances, and to never be used for the growth, distribution or cultivation of narcotics, including medicinal marihuana, and any prurient adult business, and the Properties shall be occupied by the property owner for a period of two years from Developer's conveyance of the property to such owner.
 - h. The Developer will pay the taxes and all water charges and assessments on all of the Properties until sold.
 - i. No lien, financing lien, or encumbrance will be filed or placed on the Properties, unless approved by the Administrator.
 - j. The Developer will provide the City with a copy of the deed or conveyance document, along with the Principal Residence Exemption form of its buyer, as proof of its sale for owner-occupancy.

SECURITY/ REMEDIES

To secure the performance of this Agreement, at Closing, the Developer shall provide the City with \$1,000.00 escrow or bond which will remain in effect for one year, and which may be released upon satisfaction of all contract obligations under this Agreement, upon written release by the Administrator. This is separate from any engineering or permit escrow. Developer assigns to the City of Warren the right to draw from the escrow/ bond the amount necessary to remedy a material breach or series of recurring (no less than four) non-material breaches under this Agreement, if after 30 days' written notice to Developer setting forth the nature of the breach, the remedy to be pursued, and the amount to be drawn, the breach is not cured within 30 days, or the cure is not actively pursued within 30 days and completed within a reasonable time thereafter, and the City actually undertakes the remedy. The City will provide prior notice to the Developer. The amount of the escrow must be replenished by the Developer following any such draw. The escrow amount may be forfeited to the City in full after four recurring violations or default in a material term of this Agreement. In the event of

abandonment of this Agreement demonstrated by at least a lapse in work for at least 60 days, or the insolvency or dissolution or winding down of the Developer, the escrow will be forfeited in full to the City. This remedy is in addition to the other remedies available by law or equity to the City. The City may pursue costs of completion of this Agreement, or to cure any violation that are not satisfied by the Developer. In addition, the City may draw upon the full amount should any home be leased and not sold, notwithstanding any property that is eligible to be leased under this Agreement.

SALE OF PROPERTY

1. The City agrees to convey to the Developer and Developer agrees to purchase from the City the Property by quit claim deed, subject to the conditions, restrictions and contingencies of this Agreement, and any document collateral to or to be executed in connection with the Closing.
2. Purchase Price. The Developer agrees to pay as full consideration for the Property the amount of \$1,000.00, plus closing costs (Purchase Price), as provided further in this Agreement, payable to the City of Warren by money order or cashier's check. If Developer declines a property during the due diligence period, the purchase price shall be reduced to \$500.
3. Conveyance. The City is only conveying its interest in the Properties, and is not guaranteeing clear, marketable or insurable title to any of the individual Properties. Developer will be responsible for costs for a quiet title action, if Developer decides to bring such action, to satisfy the requirements of a title insurance company in order to re-convey the properties to an owner with a warranty deed.
4. Developer will accept the Properties "as is", with no warranties of condition, title and is not guaranteeing the properties are free of encumbrances, setback requirements or boundary errors. It is Developer's responsibility to conduct any inspections and ascertain the condition of the Property before closing.
5. Conditions to Closing. Prior to Closing each Developer shall disclose all managers and managing members, if any and shall provide a resolution authorizing each Developer to enter into this Agreement and the sale of the Properties. Developer shall demonstrate the financial capability of Developer to complete the Project and to perform the construction under this Agreement.

The Closing shall take place at the office of the City, within 10 days following completion of the due diligence period. The City will arrange for the Closing documents, which shall be delivered for the review of the parties. Developer will pay for title insurance, its closing costs, and recording fees for the deed and restrictive covenants, and file the transfer affidavits with the City Assessor. Each party shall sign a closing statement memorializing the transaction.

6. At Closing, the Developer shall also execute a deed restriction or restrictive covenant that the Properties will be sold and used according to this Agreement. Such covenant will run with the land. The deed restrictions shall include a prohibition on prurient or offensive uses that are incompatible with the surrounding neighborhood or otherwise not permitted within Section 18.01, et al of the City of Warren Code of Zoning Ordinances, and will be maintained in

accordance with local property maintenance codes and will not be used for the growth, distribution, cultivation or processing of narcotics including medical marihuana and access rights for public utilities or public improvements, and if leased, no lease shall be for a duration of less than 12 months. Developer will be pay any outstanding water charges it incurred on property prior to Closing.

7. The Developer has the right and option, but not the obligation to conduct any reviews, and procuring environmental site assessments, surveys, and title reports and insurance for any of the individual Properties prior to Closing and may request reasonable extensions of closing for time necessary to diligently pursue such reviews. The City is conveying its interest "as is" without make any warranties of any nature, including any warranty of merchantability, property condition, boundaries, non-encumbrance, non-encroachment, title, soil quality or physical or environmental condition, or any of any of the properties, or of their suitability for any particular purpose or use. Developer will execute a waiver of survey at closing, if not obtained. Such inspections or reviews must be completed within 45 days of this Agreement (Due Diligence Period).

LEGAL DESCRIPTION AND SURVEY

If necessary for a title policy without exceptions, Purchaser shall be responsible for obtaining a complete ALTA/NSPS survey within the Inspection Period, 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 at least \$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, for himself, his family, successors, heirs, legal representatives, and assigns, including any entity formed by him, 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 his 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 title can be conveyed in the required condition, Developer and City 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 at least \$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.

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, Developer, for himself, his 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. Upon conveyance of the Properties to Developer, Developer agrees to protect and hold harmless City of Warren and its officers, employees, board and commission for and from any claim, demand, suit, or action for any title defect, encumbrance, encroachment, setback, restriction or property or soil condition including environmental contamination, leak, claim, or violation of any environmental law or regulation ("Contamination") upon, related to or arising out of the Properties, including Contamination that accrued prior to Closing.
5. 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 and water charges, if any shall be prorated and adjusted as of the date of the Closing.

REPRESENTATION, WARRANTIES, AND COVENANTS

1. Developer makes the following representations and warranties to the City, which shall be true and correct as of this date and shall survive this Agreement.
 - a. Restraints. To the knowledge of Developer, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated is in violation of any existing law or regulation, order or decree of any court or governmental entity, the articles of organization or operating agreement of Developer or any agreement to which Developer is a party or by which it is bound.
 - b. Disclosure. No representation or warranty by Developer or any statement or certificate furnished to the City or in connection with any of the transactions contemplated by this Agreement, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make such statements not misleading.
 - c. No Pending Action. The Developer has no notice of, and there is not, any pending or threatened litigation, administrative action of examination, claim or demand before any court or any federal, state or municipal government department, commission, board, bureau, or agency which would affect the Developer's performance of, or ability to, complete the projects.

- d. Financial Standing. The Developer is fiscally sound and financially able to purchase, rehabilitate, construct, develop, sell, lease and/or perform and complete the Project. 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;
 - e. All documents and agreements executed and delivered by Developer in connection with the Purchase shall be binding upon, and enforceable against, Developer.
 - f. Developer agrees to accept the title to the Property "as is". The City has made no representations or warranties with regard to the Property, surface, subsurface or any matter affecting title. Developer 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 the City from any claims by Purchaser, whether environmental or otherwise, with regard to the condition of or title to the Property.
2. Developer's Representations as to Redevelopment. Developer recognizes the importance of the redevelopment of the Property to the general welfare of the community, and the commitments that have been made available by the City are for the purpose of making this redevelopment possible. Therefore, Developer guarantees completion of the Project according to the Contract Documents, and that such renovation of the homes shall be completed in the required period, unless extended by the Administrator for good cause.
3. Except as otherwise provided, the parties agree that this Agreement shall survive the Closing and shall run with the land and be binding upon the parties, their successors and assigns, and every successor in interest to the Property, to the fullest extent of law and equity, for the benefit and in favor of the parties and their successors and/or assigns.
4. Brokers. Each party represents and warrants to the other party that it has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees, agents' commissions or other like payment in connection with this Agreement or the transactions contemplated in this Agreement. Each party agrees to defend, indemnify and hold the other party harmless against and in respect of any such arrangement or understanding claimed to have been made by such party with any third party.
5. Lead-Based Paint. The Agreement provides for the sale of properties that may include homes built prior to 1978. City has not occupied the properties, and acquired them through a tax-foreclosure process conducted by the County of Macomb. City provided Developer with a lead-based warning and opportunity to inspect to ascertain the existence of lead-based paint on any of the Properties in compliance with the Residential Lead-Based Paint Hazard Act of 1992, and full access to search of City's accessible records through electronic databases. Developer understands that a full unconditional disclosure by City would require the manual inspection of each individual property file. Developer acknowledges that Seller has made and will continue to make its Building files for each property available for inspection by Developer and its agents, and waives any further obligation of Seller to manually search its individual files. Developer accepts the

Properties and the Lead-Based Paint disclosure in the attached form. Developer further acknowledges that it has a 10-day opportunity to conduct a risk assessment or inspection at Developer's expense, for the presence of lead-based paint or lead-based hazards. Developer, for himself and his agents, has waived the opportunity to conduct a risk assessment

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

HOME OWNERSHIP COMMITMENT

Developer will market and sell the homes for owner-occupancy, and obtain the necessary certifications. If any home was properly marketed and still not sold for owner-occupancy for two (2) years from the completed date of renovation, the property may be rented provided no rental period shall be less than 12 months.

Upon sale of a property, Developer must, within 45 days of the sale, file the Transfer Affidavit with the City Assessor, and provide the City's Administrator with notice of the sale, and the name and contact information for the buyer, and copy of the Principle Residence Exemption of the buyer. Each conveyance must be subject to a deed and restrictive covenants, recorded with the Register of Deeds, copies of which are to be provided to the City. If necessary, the sale will be subject to a separate restrictive covenant consistent with the terms of the sale to Developer. Any unpaid assessments due to the City will be paid upon sale to a third party or end owner.

CONSTRUCTION

1. Developer agrees to rehabilitate each property according to the City standards for approval of City Certification and in compliance with the State Construction Code and local building and trades codes,
2. Developer shall comply with all construction, police, sanitary, health and other government regulations, ordinances and statutes now applicable or which may become applicable to the construction, maintenance and condition of the properties.
3. Developer shall ensure that all work shall be good quality, professional and free from faults and defects, and performed by qualified and competent contractors, under supervision of an experienced, licensed contractor competent in construction projects similar to this Project. All contractors working on the Properties must be fully licensed, and on the good standing with the City of Warren Building Department. All trades, HVAC shall be warranted, and the warranty shall be transferred to the buyer upon sale of a home.
5. Work shall be continuous until completion of each dwelling and garage on each individual property. Upon commencement of a dwelling, Developer shall progress diligently until completion of work. No unsightly dirt piles, debris, idling trucks or overnight truck parking, except with advance permission of the Building Director.

6. The Developer shall protect the Properties from all liens, claims, assessments, or encumbrances, which would arise after Closing, from any person or entity, including without limitation, any subcontractor, laborer, supplier or any governmental unit.
7. The Developer shall take all necessary precautions to prevent damage, injury or loss to the Property and any other property, public or private, including without limitation, utilities, fences, trees, sod and sidewalks and streets, and shall at its own expense, repair, replace, or remedy any lost or damaged property caused by the performance of this Agreement or of any motor vehicles transporting materials used in connection with this Agreement.
8. Developer shall take all necessary precautions for the safety of all person and employees at or about the Property, and shall comply with all applicable federal, state and local safety laws to prevent accidents or injury, with warnings, safeguards, and barricades for the protection of workers and the public.
9. The Developer is required to obtain City Certifications or Certificates of Compliance with the City of Warren and shall comply with all City regulations and ordinances, inspections, and landscaping/lawn care, snow removal, baits, and traps.
10. The Developer will be charged a capped fee of \$500.00, in total, for all inspections.
11. All re-inspection fees shall apply after one two failed inspection per trade at the then current inspection fee rates.
12. To expedite the timetable for securing certificates, permits and inspections, all pre-qualified contractors will be able to request permits via email or telephone.

RIGHT TO INSPECT

1. Right to Inspect. The City of Warren shall have the right of entry at reasonable times during the construction to inspect the progress of the work, or to reenter as appropriate to this Agreement. Developer, his employees, and agents, and any subcontractor, his employees, agents, shall fully cooperate with the inspection, investigation and enforcement of the Property and provisions of this Agreement, ordinances, resolutions, or regulations.
2. City Involvement. The City, by inspecting the premises or by working in coordination with Developer, assumes no responsibility to the Developer or any subsequent owner for defective material or work or any breach of contract. Any supervision and inspection by the City is to ensure the proper administration of the Portfolio and objectives of this Agreement, and is not to be construed as creating any liability on the part of the City for faulty work or materials.

TAXES AND RISK OF LOSS

1. Taxes. The Developer shall be responsible for the payment of all taxes or assessments on the Properties as required by this Agreement, until the recording of the deed to subsequent owners. Developer shall remain obligated, however,

for any mechanics or construction liens or other liens which arise during the course of construction. Nothing in this Agreement shall be construed as or deemed to be a waiver of the Developer's rights to contest or appeal an assessment of the Properties.

2. **Risk of Loss.** Regardless of the passage of title, the risk of loss to any of the work or any goods, materials, equipment and furnishings provided in the course of performance, shall remain with the Developer at all times as of the effective date of this Agreement and until sold to subsequent owners. Should any of the work, goods, materials, equipment or furnishings be destroyed, defaced or otherwise damaged after the Closing and until sold to subsequent owners, the Developer shall repair or replace them.

DEFAULT

1. **Default.** The following acts shall be a default under this Agreement; (a) failure to fulfill in a timely and proper manner its obligations under this Agreement; (b) violation of any of the covenants, agreements or stipulations of this Agreement of the restrictive covenant recorded at Closing; (c) failure to pay water and sewer charges, special assessments, or administrative costs charged to Developer by law or under this Agreement after notice to the Developer and a reasonable time thereafter; (d) failure to pay taxes when due after Closing or assessments on the Properties before interest and penalties accrue, or e) any encumbrance or lien not permitted under this Agreement, removal or payment for which is not effected within a reasonable time after written notice by the City; (f) commencement of insolvency, voluntary filing or involuntary adjudication of bankruptcy under any present or future bankruptcy or other applicable law and (g) dissolution of Developer or change of ownership or control without the City's consent; or (h) any part of the Project is abandoned, evidenced by Developer's failure to perform work for sixty (60) or more consecutive days (unless caused by standard force majeure circumstances) on any of the Properties or to complete the Project phase agreed to with the Administrator; or (i) failure to sell an individual property to an owner-occupant.
2. **Notice of Default, Cure.** Upon discovery of a default after Closing, the non-defaulting party shall immediately notify in writing the defaulting party of the existence of the default. Said written notice shall give the defaulting party thirty (30) days to cure. If such failure shall continue for in excess of thirty (30) days after the receipt of written notice or if such a failure is of such a nature that the same cannot be cured within said thirty (30) day period and the defaulting party shall fail to commence to cure such failure within said thirty (30) day period and thereafter diligently proceed to cure the default, then such party shall be deemed in default and the other party shall have the rights and remedies provided.
3. **Remedies.** Upon any such default, the City shall, in addition to the escrow remedies or any other remedy stated in this Agreement, shall have the following rights and remedies:
 - a. The City may terminate this Agreement, and shall have no further obligations.
 - b. The City may declare the quit claim deed to any or all of the Properties null and void, and any equitable estate or any other interest conveyed

pursuant to this Agreement shall be null and void, and may revert to the City.

- c. The Developer may be barred from bidding on future project.
- d. The City reserves the right to issue blight violations for violations not cured after 30 days' notice and opportunity to cure.
- e. The respective rights and remedies of the parties whether by this Agreement or by law, shall be cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise of any other rights or remedies for the same default or breach by the other party.

In the event the Developer, any successor or assignee becomes insolvent and intends to file for bankruptcy, receivership, or similar protection, and/or dissolves, the City will have the right to exercise reversionary rights to any or all of the Properties, and the City shall have the first option to purchase or redeem any individual parcel for \$1.00, and upon the City's exercise such option, Developer shall convey a quit claim deed to the City for such Properties "as is, without any warranty". In the event Developer receives a foreclosure, forfeiture or tax sale notice and does not intend to redeem the Property or the Property is to be sold at auction, Developer assigns to the City the first right to redeem or purchase the individual Property upon such terms as are identical to the redemption price and/or bankruptcy, tax, or receivership sale or auction, or upon such price or terms as provided in connection with such sale or redemption, and the City may immediately exercise a right of reversion to any remaining Properties unless they have been sold to third party owner. Developer agrees to execute any instrument necessary to perfect this assignment of right, or cooperate or join any redemption or purchase for the City's benefit. Developer shall immediately send written notices to the City of all filings, proceedings, notices and other documents concerning any dissolution, insolvency, bankruptcy, receivership, tax sale, forfeiture, foreclosure of similar matter.

4. Action in Law or Equity. The parties shall have the right to protect and enforce all rights available to them by suit in equity, action at law or by any other appropriate proceedings, whether for specific performance of any covenant contained in this Agreement or damages or other relief, or proceedings to take any action authorized or permitted under applicable law or regulation.

5. Force Majeure. If either the City or the Developer is delayed or prevented from the performance of any obligation, for reasons beyond their reasonable control, including but not limited to labor disputes, acts of God, riots, strikes, power failure, environmental issues, national disasters or other declared emergencies, or unforeseen delays in governmental permits or approvals, then, upon written notice to the other party, the performance of such obligation shall be extended for the period of such enforced delay, provided, however, the delay was not caused by the party, reasonable measures were taken to prevent the delay, and diligence is exercised to cure the delay.

INDEMNIFICATION

Developer, and for its officers, managers, agents and contractors, agrees to indemnify, defend, and hold harmless the City, and its affiliated and related entities, and their officers, directors, and employees, from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including reasonable attorney fees) brought in a suit, claim or action filed from and after Closing, relating to or arising out of the sale, conveyance or condition of any of the Properties,

and including any environmental condition, soil condition, mold, asbestos, error in boundary line, encroachment, title defect, or any other liability, but only to the extent Developer is responsible for such losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including reasonable attorney fees).

In addition, Developer agrees, for its members, officers, contractors, and employees, that the City assumes no responsibility for Properties, regardless of whether the cause of liability or contamination accrued prior to Closing, except for any permitting inspections within its regulatory jurisdiction. Developer, for itself and for its managers, agents, officers, employees and contractors agree to indemnify, hold harmless and release the City of Warren and its officers, employees, boards and commissions and agents from and for any liability, claim, loss, demand, suit or action of any nature for or from any damage or injury, including death, brought in a suit, claim or action filed from and after Closing, that may arise out of or relate to the Properties, the servicing, sale, rehabilitation, boarding, or inspection of the Properties in connection with this Agreement, including claims of title or from end-owners for an improper workmanship or faulty construction, mold or asbestos, or environmental contamination, regardless of whether such cause of liability or contamination accrued prior to Closing. These obligations will survive termination.

CONFLICT OF INTEREST

1. No member of the governing body of the City of Warren, and no other officer, employee, or agent of the City of Warren who exercises any function or responsibility in connection with the carrying out of this Agreement, shall have any personal interest, direct, or indirect, in this Agreement; provided, however, that the provisions of this Article shall be deemed to have been complied with if, notwithstanding such interest any such person shall disclose such personal interest in writing to the City and shall take no part in any proceeding or other formal action relating to this Agreement.
2. Except for approved eligible administrative and personnel costs, no member, officer, or employee of the City of Warren, or its designees or agents, no consultant, no officer or employee of the City of Warren, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in the decision making process or gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Properties or in any activity, which is part of this Project at any time during or after such person's tenure.

NON-DISCRIMINATION

Developer agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her religion, race, color, or national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. No discrimination shall be practiced in the marketing, sale or leasing of the Properties.

NOTICES

All notices, consents, approvals, requests and other communications, collectively referred to as "Notices", required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or the Developer and mailed by first-class mail or hand delivered, or by electronic mail, except as provided below, and addressed as follows:

Seller: CITY OF WARREN
Public Service Director
City of Warren
One City Square, Suite 300
Warren, MI 48093

Developer:
James Leamon
18530 Mack Ave.
Grosse Pointe Farms, MI 48236

With a copy to:
City Attorney
City of Warren
One City Square, Suite 400
Warren, MI 48093

Notices of a legal nature, such as default or termination shall be given by certified or registered mail, return receipt requests.

RELATIONSHIP OF PARTIES

The relationship of the Developer to the City is and shall continue to be contractual. No liability or benefits such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or relating to, a contract for hire or employer/employee relationship shall arise or accrue to the City or its agents or employees as a result of this Agreement. It is understood that any involvement or supervision by the City in the Project is for administrative purposes only and shall not give rise to any employment relationship or liability.

MISCELLANEOUS

1. If any article, section, subsection, clause or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the remaining articles, sections, subsections, clauses or provisions shall be valid and shall remain in full force and effect.
2. The rights and remedies provided in this Agreement are not exclusive, but are in addition to any of the rights and remedies provided by law or equity. 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.
3. Any headings or titles to the sections or subsections are for convenience only, and are not part of this Agreement, and shall not be deemed to affect the meaning or construction of any of its provisions.

4. The City reserves and shall have the exclusive right to waive, at its sole discretion, any requirement or provision under this Agreement imposed upon the Developer. Any such non-enforcement of a requirement or provision in one instance will not be deemed a waiver of the right to enforce that requirement or provision in the future.
5. This instrument, including the exhibits attached, which are made a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents, have made any representations except those expressly set forth, and no rights or remedies are, or shall be acquired by the Developer by implication or otherwise unless expressly set forth herein. Except as provided in this document, any alteration, amendment, change or addition to this Agreement shall be binding upon the City or the Developer unless made writing and signed by all parties.
6. Prior Written Consent. The Developer shall not assign or encumber its interest in this Agreement directly or indirectly, and shall not transfer any interest in the same without prior written consent of the City.
7. "Superfund" Act. To the best of the City's knowledge, no land fill exists or existed on any of the properties contemplated under this Agreement. No hazardous waste or material has been deposited on the properties, and to the best of City's knowledge, the property is free from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund").
8. Additional Documents. Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement or the conveyance of the Properties.
9. This Agreement, and the properties may not be transferred or assigned by Developer prior to obtaining all of the City Certifications and all of the Certificates of Compliance, except with the City's written and the buyer, transferee or assignee agrees to fully assume the rights and obligations under this Agreement and so long as the buyer, transferee or assignee reasonably demonstrates to the City its financial capacity to fully perform under and comply with the obligations under this Agreement. Upon such sale, transfer or assignment, Developer shall have no further obligations under this Agreement, and the City shall release the security under Section 4.0 of this Agreement to Developer so long as the buyer, transferee or assignee provides the security required under Section 4.0 of this Agreement.
10. Notwithstanding any other provision to the contrary to the Agreement, and except for indemnification obligations, Developer will be relieved of obligations under this Agreement as to the sold Properties upon closing of the sale of said Properties, except for the obligation to require a deed restriction or restrictive covenant herein that runs with the land, that prohibit using them for growth, or sale of illegal narcotics, and medical marihuana and as a prurient adult industry or business and to keep them maintained, and for provisions that survive termination, including: hold harmless and indemnification obligations, Maintenance obligations, and compliance with the restrictive covenants as stated in this document, and the leasing criteria, when applicable.

11. **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.
12. **The City may record either this Agreement, or a memorandum of this Agreement with the Macomb County Register of Deeds, which the parties agree to execute in a mutually acceptable recordable memorandum of this agreement.**
13. **Counterparts/Electronic Signatures.** This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement. Faxed signatures, or scanned and electronically transmitted signatures on this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement. Delivery of a signed counterpart delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq., the scanned 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.
14. **Prior Agreements.** Seller represents and warrants that Seller has not entered into any other Agreement for the sale of the Property, or any part thereof. Purchaser agrees to conditions set forth in Letter of Interest dated April 29, 2025, which Purchaser signed on April 29, 2025. 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.
15. **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.

The City and the Developer by and through their duly authorized representatives have executed this Agreement as of _____, 2025.

WITNESSED BY:

PURCHASER:

Print Name:

By: _____
James Leamon

WITNESSED BY:

SELLER:

Print Name:

By: _____
Lori M. Stone
Its: Mayor

Print Name:

By: _____
Sonja Buffa
Its: City Clerk

EXHIBIT A
DECLARATION OF RESTRICTIVE
COVENANTS AND GRANT OF ACCESS RIGHTS

The City of Warren, a Michigan municipal corporation located at One City Square, Warren, Michigan ("the Grantor"), and James Leamon, located at 18530 Mack Ave., Grosse Pointe Farms, Michigan 48236 ("the Grantee"), agree to the property restrictions contained in this document.

The parties stipulate that:

In the foregoing deed, Grantor conveyed to Grantee its interest in former tax-reverted real properties, located in the City of Warren, Michigan, and described below (collectively, "the Property"):

Lot 593 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.
Parcel Identification No. 13-33-207-030
Commonly known as: 7203 Cadillac

Lot 2731 – Piper's Van Dyke Subdivision No. 9, according to the plat thereof as recorded in Liber 7, Page 93 of Plats, Macomb County Records.
Parcel Identification No. 13-33-428-009
Commonly known as: 7574 Meadow

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 former tax-reverted Property as a responsible owner.

As part of the consideration for the Property, Grantee, for itself, officers, subsidiaries, affiliates, successors, assigns, transferees and legal 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 use, development and occupancy of the Property shall comply with the Zoning Ordinances of the City of Warren.
2. The Property shall not be used, occupied, maintained or developed for the growth, sale, distribution or production of marijuana or other controlled substance, including medical or recreational marijuana. Grantor understands that the stated restricted uses or activities may be otherwise legally permissible on the Property, but nevertheless expressly waives the right to the exercise of such uses or activities

upon the Property. The use and occupancy of the Property is further subject to the terms of the Resolution of the Warren City Council dated May 20, 2025.

3. The Property shall not 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 City of Warren.
4. Each individual Property shall be renovated to local code, and be approved for City Certification within two years of this document. The 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. Each Property shall be secured and kept free of debris and rodents.
5. No individual 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.
6. The 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.
7. 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 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.
8. Grantee further grants to Grantor, or its contractors or agents, temporary ingress and egress, use, along, upon, over or under the Property as necessary and for the duration of a public improvement project, including roadway construction or repair, upon advance notice.
9. The provisions of this Agreement may be enforceable by the City of Warren and its successor, assigns or receivers, or third parties affected by any violation of this Agreement, by proceedings at law or in equity against any violation or attempted violation of this Agreement, either to restrain and enjoin the violation or to recover damages from Grantee, his officers, members, affiliates, subsidiaries, successors, assigns and transferees and any subsequent owner of the Property 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.

10. The above covenants and restrictions are to run with the land and be binding upon Grantee and his officers, members, affiliates, subsidiaries, successors, assigns and transferees and any subsequent owner of the Property.
11. Grantee agrees to sell each Property to an owner-occupant, and to add a covenant to the sale that would require the property to be occupied by an owner or his or her family member for at least two years of the date of this sale, unless expressly waived in writing by the City of Warren Economic Development Director, and filed on record with the City Clerk.
12. The above covenants and restrictions shall be recorded with the Macomb County Register of Deeds, and any conveyance of any individual Property shall be subject to these restrictions.
13. The restrictions are for the benefit not only for the City of Warren but for the owner or owners of the lots adjoining in the neighborhood.
14. Compliance may be enforced by injunction obtained by the City of Warren as to Grantee or any subsequent owner or lessee violating or permitting violation of these restrictions.
15. The title and rights of Grantee or of any of his heirs, devisees, executor, administrators, assigns and successors in interest successors in title, including its members, officers, successors, affiliates, assigns and transferees, as applicable, shall at the option of the City of Warren, after a 60 day notice of a violation and opportunity to cure, revert to the City of Warren for any violation of the above restrictions.
16. If any section of this Declaration of Restrictive Covenant is found to be unconstitutional or invalid by a court of competent jurisdiction, that section shall be severable, and the remaining provisions shall have full force and effect.

WITNESSED BY:

GRANTEE:

Printed Name:

By:

James Leamon

STATE OF MICHIGAN)
) SS.
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by James Leamon, Grantee.

_____, Notary Public
Macomb County, Michigan
My commission expires:

Signatures continued on next page

WITNESSED BY:

GRANTOR:

Printed Name:

By: _____

Lori M. Stone, Mayor

Printed Name:

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 of the City of Warren, a Michigan municipal corporation, on behalf of Grantor.

_____, Notary Public
Macomb County, Michigan
My commission expires:

Drafted by and when recorded return to:
Mary Michaels, Esq.
City of Warren Legal Department
One City Square, Suite 400
Warren, MI 48093

ID 112319



May 12, 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 Six (6) Tax-Reverted Properties at 23184 Beierman, 7275 Dodge, 7279 Dodge, 6898 Lozier, 6889 Republic and 6899 Republic, Warren, Michigan for the Total Sum of \$7,500.00; Authorizing a Sale and Development Agreement Following the 30-day Notice Period; and Accepting Grant of Easement Rights

Dear Council Secretary Moore:

Attached please find a resolution to provide the public with thirty (30) days' notice of intent to sell tax reverted properties located at 23184 Beierman, 7275 Dodge, 6898 Lozier, 6889 Republic and 6899 Republic (collectively, "the Property") to TAJ Homes, LLC for \$7,500.00.

Under the proposed terms, the Property would be sold "as is" with a quit claim deed. The buyer will agree to keep the Property free from the growth or cultivation of marijuana, and will grant to the City access rights for public utilities and for temporary public improvement projects. The buyer will build single-family manufactured homes on the lots, which will be compatible in design to the surrounding homes. The exception is the developer would like to reserve the option to develop a two-family home on the 93'x204' lot on Beierman, with zoning approvals, if needed. The homes will be marketed for owner-occupancy for a period of at least two years, and any home not sold after a diligent marketing period, may not be leased for period less than 12 months. Permit fees will be capped at \$500 for each house, with re-inspection fees after one failed inspection.

The resolution will remain on file with the City Clerk for 30 days. Any person interested in purchasing the Property may submit a written offer to Economic Development Director Tom Bommarito by June 23, 2025. If no other offers are submitted the proposed resolution provides for the approval to become final following the 30-day notice period on the same terms.

Consistent with Section 2-346 of the Code of Ordinances (WCO), the proposed sale will relieve the City of liability and maintenance cost, will restore vacant land to the tax rolls, and make affordable housing available in the City. Although the Assessor has estimated the collective market value as \$68,800.00, the consideration for this transaction will serve a public values that satisfy WCO section 2-346. If acceptable, please submit the resolution to Council for its meeting on Tuesday, May 20, 2025.

Respectfully,


Mary Michaels
Acting City Attorney

Approved:

Signed by:


Lori M. Stone

Lori M. Stone, Mayor

MM/vlt Ltr to M Moore with Proposed Resolution Providing NOI & Approving Sale – Multi-Parcel – TAJ Homes ID 109267

cc: Tanvir Jaigirder, TAJ Homes, LLC (w/encls.)

David Muzzarelli, Public Service Director (w/encls.)

Tom Bommarito, Economic Development Director (w/encls.)

Hunter Manikas, Economic Development (w/encls.)

RESOLUTION PROVIDING PUBLIC NOTICE OF INTENT TO SELL TAX-REVERTED PROPERTIES AT 23184 BEIERMAN, 7275 DODGE, 7279 DODGE, 6898 LOZIER, 6889 REPUBLIC and 6899 LOZIER, WARREN, MICHIGAN; APPROVING SALE AND DEVELOPMENT AGREEMENT UPON COMPLETION OF NOTICE PERIOD; AND ACCEPTING GRANT OF EASEMENT RIGHTS

At a regular meeting of the City Council of the City of Warren, Macomb County, Michigan held on May 20, 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 tax-reverted properties at 23184 Beierman, Parcel No. 13-29-451-009; 7275 Dodge, Parcel No. 13-33-205-029; 7279 Dodge, Parcel No. 13-33-205-030; 6898 Lozier, Parcel No. 13-28-452-013; 6889 Republic, Parcel No. 13-28-452-023; and 6899 Republic, Parcel No. 13-28-452-024; Warren Michigan (collectively, "the Property").

TAJ Homes, LLC is interested in purchasing the Property and developing manufactured homes to market to owner-occupants.

Under the terms of the proposed sale, the buyer would pay a total of \$7,500.00 for the Property, plus closing costs, the cost of title policy and survey, if necessary, construct a residential home on each lot, and keep the properties maintained and free from narcotics, including the growth of marihuana, and will not be leased for period shorter than 12 months.

The Mayor and Economic Development Director are recommending that the Property be conveyed to TAJ Homes, LLC, which would allow for continuous maintenance of the Property, and available affordable housing.

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 June 23, 2025.

THEREFORE, IT IS RESOLVED, that the City of Warren offers for sale the properties located at 23184 Beierman, 7275 Dodge, 7279 Dodge, 6898 Lozier, 6889 Republic and 6899 Republic, Warren, Michigan, described as follows:

Lot 52 – Supervisor's Plat of Beierman Farms, according to the plat thereof as recorded in Liber 21, Page 27 of Plats, Macomb County Records.

Parcel Identification No.: 13-29-451-009

Commonly known as: 23184 Beierman

Lot 522 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.

Parcel Identification No: 13-33-205-029

Commonly known as: 7275 Dodge

Lot 523 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.

Parcel Identification No: 13-33-205-030

Commonly known as: 7279 Dodge

Lot 182 and the East 17.5 feet of Lot 183 – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.

Parcel Identification No: 13-28-452-013

Commonly known as: 6898 Lozier

Lot 180 and the West 2 feet of Lot 181 – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.

Parcel Identification No: 13-28-452-023

Commonly known as: 6889 Republic

Part of Lot 181, being the East 37.43 feet in front and the East 35.84 feet in rear – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.

Parcel Identification No: 13-28-452-024

Commonly known as: 6899 Republic

IT IS FURTHER RESOLVED, that the conveyance of the properties 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, over, under, and across the Property, as combined, for public utilities or for temporary construction access for 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.

IT IS FURTHER RESOLVED, that, upon completion of the 30-day period, if no other offers are received, the Mayor and Clerk are authorized to execute a purchase and development agreement to sell the properties to TAJ Homes, LLC in the amount of Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars, plus closing costs, consistent with this resolution and in such form that meets with the approval of the City Attorney, and this approval of the sale shall become final on the terms of this Resolution.

AYES: Councilpersons: _____

NAYES: Councilpersons: _____

Resolution declared adopted on this 20th day of May 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 May 20, 2025.

Sonja Buffa,
City Clerk



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

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

FROM: Tina Gapshes, City Engineer

DATE: April 22, 2024

RE: 23184 Beierman Avenue
Parcel # 13-29-451-009

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

- Supervisor's Plat of Beierman Farms (L21, P27); Lot 52
- 204' (east and west) x 93' (north and south) +/- lot size
- This lot is located on the east side of Beierman Ave and north of 9 Mile Road.
- This lot is vacant.
- There are many low areas with ponding.
- There is an existing broken chain link fence on three sides.
- There is an existing broken up approach on Beierman Ave close to the middle of the lot.
- There are 42 trees with dangerous hanging branches and dead trees on this lot.
There are also several brush piles and tree stumps.
- There are overhead wires along the east property line.

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

A handwritten signature in black ink, appearing to read "Tina Gapshes".

Tina G. Gapshes, P.E.
City Engineer

cc: Hunter Manikas, Community and Economic Development Aide

CITY OF WARREN - OFFICE OF THE ASSESSOR 588-574-4832

M E M O R A N D U M

DATE: APRIL 5, 2024
TO: Hunter Manikas
FROM: Lee Zumbrunnen, Acting City Assessor
RE: 23184 Beierman Valuation Request

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

Address: 23184 Beierman Vacant Lot
Site Description: 93' x 204' Lot
Tax Status: Exempt

Estimated valuation of property if subject to assessment as of December 31, 2023:

Land Value: \$26,505
Estimated True Cash Value \$26,505
Estimated Assessed Value \$13,252



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

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

FROM: Tina Gapshes, City Engineer

DATE: April 22, 2024

RE: 6899 Republic Avenue
Parcel # 13-28-452-024

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

- Sherwood Park (L8, P95); Part of Lot 181, beginning East 37.43 feet in front and east 35.84 feet in rear
- 36' (east and west) x 100' (north and south) +/- lot size
- This lot is located on the north side of Republic Ave and on the west side Memphis Ave. (Corner Lot)
- There is a 6 foot wide public easement on the north side.
- This lot is vacant.
- There are some low areas, but no apparent drainage issues.
- There are no trees on this lot.
- There is an existing approach on Memphis Ave.

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

A handwritten signature in black ink, appearing to read "Tina Gapshes".

Tina G. Gapshes, P.E.
City Engineer

cc: Hunter Manikas, Community and Economic Development Aide

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

M E M O R A N D U M

DATE: APRIL 5, 2024
TO: Hunter Manikas
FROM: Lee Zumbrunnen, Acting City Assessor
RE: 6899 Republic Valuation Request

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

Address: 6899 Republic Vacant Lot

Site Description: 36' x 100' Lot

Tax Status: Exempt

Estimated valuation of property if subject to assessment as of December 31, 2023:

Land Value: \$7,894

Estimated True Cash Value \$7,894

Estimated Assessed Value \$3,947



PUBLIC SERVICE DEPARTMENT
ENGINEERING DIVISION
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Warren, MI 48093
(586) 759-9300
Fax (586) 759-9318
www.cityofwarren.org

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

FROM: Tina Gapshes, City Engineer

DATE: April 22, 2024

RE: 6889 Republic Avenue
Parcel # 13-28-452-023

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

- Sherwood Park (L8, P95); Lot 180 and West 2 Feet of Lot 181
- 37' (east and west) x 100' (north and south) +/- lot size
- This lot is located on the north side of Republic Ave and west of Memphis Ave.
- There is a 6 foot wide public easement on the north side.
- This lot is vacant.
- There are some low areas, but no apparent drainage issues.
- There are no trees on this lot.
- There is an existing approach on Republic Ave.
- There are overhead wires across the north side.

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

A handwritten signature in cursive script, reading "Tina Gapshes".

Tina G. Gapshes, P.E.
City Engineer

cc: Hunter Manikas, Community and Economic Development Aide

CITY OF WARREN - OFFICE OF THE ASSESSOR 686-574-4532

M E M O R A N D U M

DATE: APRIL 5, 2024
TO: Hunter Manikas
FROM: Lee Zumbrunnen, Acting City Assessor
RE: 6889 Republic Valuation Request

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

Address: 6889 Republic Vacant Lot

Site Description: 37' x 100' Lot

Tax Status: Exempt

Estimated valuation of property if subject to assessment as of December 31, 2023:

Land Value: \$8,113

Estimated True Cash Value \$8,113

Estimated Assessed Value \$4,056



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

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

FROM: Tina Gapshes, City Engineer

DATE: April 22, 2024

RE: 6898 Lozier Avenue
Parcel # 13-28-452-013

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

- Sherwood Park (L8, P95); Lot 182 and East 17.5 Feet of Lot 183
- 53.7' (east and west) x 100' (north and south) +/- lot size
- This lot is located on the south side of Lozier Ave and west side of Memphis Ave. (Corner Lot)
- There is a 6 foot wide public easement on the south side.
- This lot is vacant.
- There is a chain link fence along the west side.
- There are no apparent drainage issues.
- There are no trees on this lot.
- There is existing street parking area on Memphis.
- There is an overhead wire across the south side of this lot.

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

A handwritten signature in cursive script, reading "Tina Gapshes".

Tina G. Gapshes, P.E.
City Engineer

cc: Hunter Manikas, Community and Economic Development Aide

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

M E M O R A N D U M

DATE: APRIL 5, 2024
TO: Hunter Manikas
FROM: Lee Zumbrunnen, Acting City Assessor
RE: 6898 Lozier Valuation Request

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

Address: 6898 Lozier Vacant Lot
Site Description: 54' x 100' Lot
Tax Status: Exempt

Estimated valuation of property if subject to assessment as of December 31, 2023:

Land Value: \$11,840
Estimated True Cash Value \$11,840
Estimated Assessed Value \$5,920



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

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

FROM: Tina Gapshes, City Engineer

DATE: April 22, 2024

RE: 7279 Dodge Avenue
Parcel # 13-33-205-030

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

- Piper's Van Dyke Subdivision No. 3 (L4, P57); Lot 523
- 40' (east and west) x 106' (north and south) +/- lot size
- This lot is located on the north side of Dodge Ave and on the west side of Peters Ave. (Corner Lot)
- There is a 5 foot wide public easement on the north side.
- This lot is vacant.
- There are some low areas near sidewalk at approach, but no other apparent drainage issues.
- There is a chain link fence along the north and east side.
- The sidewalk ramp is not ADA compliant and some sidewalks need repair.
- There 4 large trees and some smaller brush trees on this lot.
- There are overhead wires on the north side of this lot.

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

A handwritten signature in black ink, appearing to read "Tina Gapshes".

Tina G. Gapshes, P.E.
City Engineer

cc: Hunter Manikas, Community and Economic Development Aide

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

M E M O R A N D U M

DATE: APRIL 5, 2024
TO: Hunter Manikas
FROM: Lee Zumbrunnen, Acting City Assessor
RE: 7279 Dodge Valuation Request

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

Address: 7279 Dodge Vacant Lot
Site Description: 40' x 106' Lot
Tax Status: Exempt

Estimated valuation of property if subject to assessment as of December 31, 2023:

Land Value: \$7,224
Estimated True Cash Value \$7,224
Estimated Assessed Value \$3,612



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

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

FROM: Tina Gapshes, City Engineer

DATE: April 22, 2024

RE: 7275 Dodge Avenue
Parcel # 13-33-205-029

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

- Piper's Van Dyke Subdivision No. 3 (L4, P57); Lot 522
- 40' (east and west) x 106' (north and south) +/- lot size
- This lot is located on the north side of Dodge Ave and on west of Peters Ave.
- There is a 5 foot wide public easement on the north side.
- This lot is vacant.
- There are some low areas near sidewalk at approach, but no other apparent drainage issues.
- There is a partial chain link/wood fence on the west side and a broken chain link fence on the north side.
- There is an existing approach on Dodge Ave and it is adjacent to the approach on the property to the west.
- There are two cracked and sunken flags of sidewalk.
- There are no trees on this lot.
- There are overhead wires on the north side of this lot.

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

A handwritten signature in black ink, appearing to read "Tina Gapshes".

Tina G. Gapshes, P.E.
City Engineer

cc: Hunter Manikas, Community and Economic Development Aide

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

M E M O R A N D U M

DATE: APRIL 5, 2024
TO: Hunter Manikas
FROM: Lee Zumbrunnen, Acting City Assessor
RE: 7275 Dodge Valuation Request

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

Address: 7275 Dodge Vacant Lot
Site Description: 40' x 106' Lot
Tax Status: Exempt

Estimated valuation of property if subject to assessment as of December 31, 2023:

Land Value: \$7,224
Estimated True Cash Value \$7,224
Estimated Assessed Value \$3,612



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

8/21/2024

Tanvir Jaigirder – Authorized signature for Taj Homes LLC
5641 Caniff, Detroit, MI 48212

**RE: City-Owned Property at 23184 Beierman, 7275 Dodge, 7279 Dodge, 6898 Lozier, 6889 Republic, and 6899 Republic in Warren, Michigan
Parcel No. 13-29-451-009, 13-33-205-029, 13-33-205-030, 13-28-452-013, 13-28-452-023, and 13-28-452-024.**

Dear Tanvir Jaigirder:

The purpose of this letter is to ascertain your interest in acquiring city-owned property located at 23184 Beierman, 7275 Dodge, 7279 Dodge, 6898 Lozier, 6889 Republic, and 6899 Republic, Warren, Michigan, Parcel No. 13-29-451-009, 13-33-205-029, 13-33-205-030, 13-28-452-013, 13-28-452-023, and 13-28-452-024.

This property is vacant land, which the City of Warren acquired through the tax foreclosure process. We are seeking buyers who live or own property adjacent to the land, who will combine the two properties and maintain them as one lot, which would benefit the buyer and the surrounding neighborhood. The primary terms of the sale would include:

- Purchase price of \$7,500, plus title policy cost and recording fee and half of the closing costs, if applicable;
- Conveyance with a quit claim deed; the City only sells its interest in the land, with no warranties associated with a warranty deed. You would purchase the land "as is";
- The sale must be approved by the Warren City Council, subject to a 30 day period for other parties to submit a competing offer. If other offers are submitted, the offers are returned to the Council for a final decision;
- You must be current on all taxes, water and sewer charges, and assessments;
- Restrictive covenants must attach to the combined property:
 - a. No cultivation, distribution or growth of marihuana
 - b. Keep the property maintained;

Letter of Interest Taj Homes LLC 8/21/2024

- c. Grant to the City an easement to access, maintenance, replacement or construction of public utilities, if needed;
- d. Grant a temporary construction easement, if needed, for any future public improvement project (typically for staging, grading or regrading purposes);
- e. No short-term rentals permitted.

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

If you are interested in purchasing the property on these terms, we will request the Warren City Council to approve the sale. To begin the process, please sign the letter at the bottom where indicated, and complete the contact information. All other parties with an ownership interest in 23184 Beierman, 7275 Dodge, 7279 Dodge, 6898 Lozier, 6889 Republic, and 6899 Republic must be identified, sign, below and the purchase agreement, and appear on the deed to 23184 Beierman, 7275 Dodge, 7279 Dodge, 6898 Lozier, 6889 Republic, and 6899 Republic. You are responsible for identifying the type of ownership you prefer, such as tenants in common, joint tenants or tenant by the entireties, and if a business, for furnishing the business name, and the evidence of the authority of the officer or representative to bind the business.

Should you have any questions, or would like additional information, please call my office at 586-574-4604.

Sincerely,

Signed by:

Tom Bommarito

6F52A3F826A847D...

Tom Bommarito, Director of Community/Economic Development

By signing below, you are acknowledging:

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

Letter of Interest Taj Homes LLC 8/21/2024

- Upon receiving the title commitment, the closing must occur within 45 days or the offer may be rescinded, and property may be offered to another party.
- If you no longer own the adjacent land, the City reserves, in its sole discretion to either withdraw this offer, or renegotiate the purchase price, as the land combination is a part of the consideration for the sale, and value to the public.

Please print your full legal name below the signature, and, the names of all parties on the deed to your existing land at 5641 Caniff, Detroit, MI 48212. This must be signed by your spouse. Any other party to be added to the deed must be disclosed, with name and phone number, and all parties must sign the purchase agreement and other documents to complete the sale.

Signed by:



F70EFBBFF48B462...

Date: 08/21/2024

Signature

Tanvir Ahmed Jaigirdar

Please Print Legal Name

4109407332

Phone Number

jaigirdar4467@gmail.com

E-mail Address

Other Interested Parties:

Date:

Signature:

Please Print Legal Name

Relationship:

Phone Number

E-mail Address

REAL ESTATE PURCHASE AND DEVELOPMENT AGREEMENT

This Agreement is made this ____ day of _____, 2025 between the City of Warren, a Michigan municipal corporation whose address is One City Square, Warren, Michigan, 48093, a Michigan municipal corporation (the "City") and Tanvir Jaigirdar, d/b/a TAJ Homes, LLC, whose address is 5641 Caniff, Detroit, Michigan 48212 (the "Purchaser").

RECITALS

1. The City acquired several parcels of real property from the County of Macomb that had been forfeited due to delinquent property taxes, specifically properties located at 23184 Beierman, 7275 Dodge, 7279 Dodge, 6898 Lozier, 6889 Republic, and 6899 Republic located in the City of Warren, County of Macomb, State of Michigan (collectively the "Property").
2. The City wishes to restore and preserve the quality and vitality of its neighborhoods by working proactively to have the properties rehabilitated and sold for owner-occupancy.
3. The Developer wishes to purchase the Properties to develop them for residential housing, and sell the individual home for owner-occupancy.
4. Developer has the skill and experience to perform the construction. 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 six (6) properties described as follows:

Lot 52 – Supervisor's Plat of Beierman Farms, according to the plat thereof as recorded in Liber 21, Page 27 of Plats, Macomb County Records.

Parcel Identification No.: 13-29-451-009

Commonly known as: 23184 Beierman

Lot 522 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.

Parcel Identification No: 13-33-205-029

Commonly known as: 7275 Dodge

Lot 523 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.

Parcel Identification No: 13-33-205-030

Commonly known as: 7279 Dodge

Lot 182 and the East 17.5 feet of Lot 183 – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.
Parcel Identification No: 13-28-452-013
Commonly known as: 6898 Lozier

Lot 180 and the West 2 feet of Lot 181 – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.
Parcel Identification No: 13-28-452-023
Commonly known as: 6889 Republic

Part of Lot 181, being the East 37.43 feet in front and the East 35.84 feet in rear – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.
Parcel Identification No: 13-28-452-024
Commonly known as: 6899 Republic

The above properties 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 sum of Seven Thousand Five Hundred and 00/100 (\$7,500.00) Dollars, plus closing costs, subject to adjustment and prorations as provided in this Agreement, payable in immediately available funds. 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 cashier's check.

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"), subject to easements, covenants and restrictions of record as shown on the referenced title commitment and conditions and restrictions stated below.

Purchaser agrees to accept the conveyance, and the covenant to only use or sell the Property as a single-standing buildable residential lot, construction of a residential dwelling, owner-occupancy for two years, a restriction against short-term rentals for a period less than 12 months, and to never use the Property for the cultivation, distribution, processing, or growth of any controlled substance, including medicinal marihuana, for any adult, sexually-oriented business as defined in the City of Warren Codes of Ordinances, or for any short-term rental for a duration less than six (6) months, 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 must sign the

Restrictive Covenants. 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.

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.

DEFINITIONS

As used in this agreement the following terms will have the meaning, ascribed to them as follows:

"City" means the City of Warren, including its officers, employees and agents acting within the scope of their authority.

"Closing" means the date the transactional documents are executed to convey the Properties from the City to Developer.

"City Certification" means the process of having a residential structure certified and inspected for compliance with state and local codes and regulations.

"Developer" either singular or plural, will mean Tanvir Jaigirdar and TAJ Homes, LLC, jointly and severally, and TAJ Homes, LLC's officers, members, directors, employees, agents, authorized agents.

DEVELOPER'S RESPONSIBILITIES

1. The Developer agrees to purchase from the City, the City's interest in the properties that are identified that are listed in paragraph entitled Exhibit A (singularly, "Property" or collectively, "the Properties"), subject to the terms of this Agreement.
2. The Developer agrees to maintain, develop, construct homes, and sell individual properties, in accordance with the terms, conditions and standards in this Agreement ("the Project").
3. The Project will be coordinated with the City's Director of Public Service or his or her designee ("the City Administrator" or "Administrator"), who is responsible for the overall administration, coordination and general oversight of the Project on behalf of the City. Developer will meet with the Administrator within two weeks of execution of this Agreement and determine an overall timeline for progress of the

Project ("Schedule"). Upon such determination, the Schedule shall be incorporated by reference into this Agreement and binding upon Developer. Developer will report completion of phases, and provide updates on the rehabilitation, sale or rental of each Property.

4. The Developer agrees to construct upon each individual property a residential structure and garage, consistent in design and appearance to the neighboring residential structures. All homes will be constructed and be approved for City Certification within two years of this Agreement. Upon application for a City Certification, Developer will proceed diligently and continuously to complete each property, according to the general timeline established according to this Agreement and otherwise in coordination with the City's Administrator. Work shall be continuous and uninterrupted on each individual lot, until City Certification, and no work shall be suspended for period longer than two weeks.
5. Upon execution of this Agreement, Developer is responsible for all Maintenance for Properties, and assumes all responsibility for injury or damage. Risk of Loss shall be on the Developer for each individual property until sale to a third party. Developer will comply with requests for service at an individual Property requiring Maintenance, and will be responsible for any injury or damage or risk associated with the Property.
6. The Developer will provide, at its expense, all materials, labor, professional services, equipment necessary to maintain, rehabilitate, construct, improve, and sell the Properties in compliance with all applicable codes, ordinances, laws, and regulations, and in accordance this Agreement. As described in detail below, the Developer understands and agrees that it will also be responsible for the following:
 - a. Within 20 days of this Agreement, Developer will remove all junk and debris, including abandoned vehicles, mow the lawns and remove weeds.
 - b. Developer will perform all Maintenance until the Properties are sold. Maintenance, as used in this Agreement, shall include, without limitation, re-keying, securing and boarding Properties, lawn mowing, weed removal, debris removal, snow removal, and rodent control ("Maintenance" or "Maintained").
 - c. Pursue any legal action necessary to clear title to the Properties as Developer deems appropriate in its sole discretion.
 - d. Take any action to evict squatters, holdover tenants and any other persons occupying, or claiming a right to occupy or possess, the Properties.
 - e. Take action necessary relating to the disposition of personal property that is located on the Properties.
 - f. Following best industry marketing standards, Developer agrees to actively market all Properties for owner-occupancy following City Certification. If any Property is not sold for a period of two years following the City Certification and active marketing for owner-occupancy, the Developer may, with the prior permission of the City's Director of Public Service lease a property, provided, however, any such lease will be subject to the leasing criteria agreed to by the City Administrator, and not for a period of less than 12 months. It is understood if the Property becomes zoned for owner-occupancy, it shall remain owner-occupied notwithstanding any shorter period provided in this

- Agreement or the declaration of restrictive covenants described in this agreement.
- g. At any closing, Developer will have the buyer execute at closing a restrictive covenant that the property will remain owner-occupied for a period of at least two year(s) from the sale from submission of a valid, executed Principal Residence Exemption filed with the City Assessor. The property shall remain owner-occupied. If during the two-year period, the City adopts a zoning designation for the Property that requires owner-occupancy, the property shall remain owner-occupied beyond the two years stated in this Agreement and the restrictive covenants, except with approval of a variance.
 - h. Developer will be responsible for keeping each Property covered by liability insurance until sold. The sale of any Property must be made subject to the binding covenants that run with the land that the properties will not be used for the use, distribution, transfer or manufacturing of medical or recreational marihuana, adult or sexually-oriented businesses, businesses, short-term rentals for periods of less than 12 months, or uses that require a special land use permit under the Section 14.02 of the Zoning Ordinances of the City, which includes a used car lot, unless otherwise allowed by the Warren City Council, and will be kept maintained in compliance with applicable local ordinances, codes and permits. In addition, the restrictive covenant will include the grant of access to the City for the repair, inspection or replacement of public utilities or temporary access during public improvement or construction projects, if applicable. The restrictive covenants will be in a form mutually acceptable to the City and Developer.
7. Developer agrees to, in a good and professional manner, perform all work and furnish all labor and materials, necessary to rehabilitate and/or service the Properties, which includes the following:
- a. The Properties will be constructed in full compliance with all applicable codes, laws and regulations, and must be approved for Certificate Certification by the City within two years of this Agreement, unless extended for good cause by the Administrator. Renovation shall include the principal and all accessory structures on the Properties.
 - b. The Developer will file legal actions or take other action necessary to obtain full and clear title to the Properties.
 - c. Developer shall be responsible to evict occupants remaining in any of the Properties who do not purchase the Property as provided above. The Developer will apprise the City's Administrator of all developments in the cases, and provide the Administrator with a copy of the final judgment Property, or the dismissal for each of the Properties as to which the Developer files suit. Properties will not be resold to a third party unless they are free of rights of occupancy rights, and clear title.
 - d. All Properties must be maintained by the Developer in full compliance with the applicable codes and regulations, including, without limitation, Chapter 28 of the City of Warren Code of Ordinances, and the requirements of this Agreement until sold to a third party.
 - e. The City and Developer agree to order the title commitment and insurance from Greco Title Agency.
 - f. The Developer will abide by requests of the City of Warren Division of Property Maintenance inspectors for maintenance services. It is understood that the City's Property Maintenance inspectors will monitor the properties

and contact the Developer to address issues as they arise and as necessary to reduce blight, vandalism and theft. The Developer will respond to address those issues and comply with a request for service at a given property within fifteen (15) days of a service request, or less in an emergency situation. Unless if the nature of the service request is such that more than fifteen (15) days are reasonably required to comply with the request, then Developer shall have reasonable time to complete compliance so long as Developer commenced work to comply within said fifteen (15) day period.

- g. When Developer sells any of the Properties, they shall be sold subject to a deed restriction or recorded restrictive covenant requiring the property to be maintained according to codes, including without limitation, Chapter 28 of the City of Warren Code of Ordinances, and any supplemental or replacement ordinances, and to never be used for the growth, distribution or cultivation of narcotics, including medicinal marihuana, and any prurient adult business, and the Properties shall be occupied by the property owner for a period of two years from Developer's conveyance of the property to such owner.
- h. Contract Administration/Meetings. The Developer and City will conduct a Contractors meeting. The meeting will be to coordinate the process for permits and property maintenance. The Developer must designate to the City a contact, to be responsible for the progress of all activities undertaken by Developer, the rehabilitation work and other deliverables under this Agreement. The Developer and the Administrator will meet at reasonable intervals thereafter to review the progress.
- i. The Developer will pay the taxes and all water charges and assessments on all of the Properties until sold.
- j. No lien, financing lien, or encumbrance will be filed or placed on the Properties, unless approved by the Administrator.
- k. The Developer will provide the City with a copy of the deed or conveyance document, along with the Principal Residence Exemption form of its buyer, as proof of its sale for owner-occupancy.

SECURITY/ REMEDIES

To secure the performance of this Agreement, at Closing, the Developer shall provide the City with \$1,000.00 escrow or bond which will remain in effect for one year, and which may be released upon satisfaction of all contract obligations under this Agreement, upon written release by the Administrator. This is separate from any engineering or trade escrow. Developer assigns to the City of Warren the right to draw from the escrow/ bond the amount necessary to remedy a material breach or series of recurring (no less than four) non-material breaches under this Agreement, if after 30 days' written notice to Developer setting forth the nature of the breach, the remedy to be pursued, and the amount to be drawn, the breach is not cured within 30 days, or the cure is not actively pursued within 30 days and completed within a reasonable time thereafter, and the City actually undertakes the remedy. The City will provide prior notice to the Developer. The amount of the escrow must be replenished by the Developer following any such draw. The escrow amount may be forfeited to the City in full after four recurring violations or default in a material term of this Agreement. In the event of abandonment of this Agreement demonstrated by at least a lapse in work for at least 60 days, or the insolvency or dissolution or winding down of the Developer, the escrow will be forfeited in full to the City. This remedy is in addition to the other remedies available by law or equity to the City. The City may pursue costs of completion of this Agreement, or to cure any violation that are not satisfied by the Developer. In addition, the City may

draw upon the full amount should any home be leased and not sold, notwithstanding any property that is eligible to be leased under this Agreement.

SALE OF PROPERTY

1. The City agrees to convey to the Developer and Developer agrees to purchase from the City the Properties by quit claim deed, subject to the conditions, restrictions and contingencies of this Agreement, and any document collateral to or to be executed in connection with the Closing.
2. Purchase Price. The Developer agrees to pay as full consideration for the Properties the amount of \$7,500.00, plus closing costs (Purchase Price), as provided further in this Agreement, payable to the City of Warren by money order or cashier's check. If any lot is not purchased, the purchase price will be reduced by \$1,250.00.
3. Conveyance. The City is only conveying its interest in the Properties, and is not guaranteeing clear, marketable or insurable title to any of the individual Properties. Developer will be responsible for costs for a quiet title action, if Developer decides to bring such action, to satisfy the requirements of a title insurance company in order to re-convey the properties to an owner with a warranty deed.
4. Developer will accept the Properties "as is", with no warranties of condition, title and is not guaranteeing the properties are free of encumbrances, setback requirements or boundary errors. It is Developer's responsibility to conduct any inspections and ascertain the condition of the Property before closing.
5. Conditions to Closing. Prior to Closing each Developer shall disclose all managers and managing members, if any and shall provide a resolution authorizing each Developer to enter into this Agreement and the sale of the Properties. Developer shall demonstrate the financial capability of Developer to complete the Project and to perform the construction under this Agreement.

The Closing shall take place at the office of the City, within 10 days following completion of the due diligence period. The City will arrange for the Closing documents, which shall be delivered for the review of the parties. Developer will pay for title insurance, its closing costs, and recording fees for the deed and restrictive covenants, and file the transfer affidavits with the City Assessor. Each party shall sign a closing statement memorializing the transaction.

6. At Closing, the Developer shall also execute a deed restriction or restrictive covenant that the Properties will be sold and used according to this Agreement. Such covenant will run with the land. The deed restrictions shall include a prohibition on prurient or offensive uses that are incompatible with the surrounding neighborhood or otherwise not permitted within Section 18.01, et al of the City of Warren Code of Zoning Ordinances, and will be maintained in accordance with local property maintenance codes and will not be used for the growth, distribution, cultivation or processing of narcotics including medical marihuana and access rights for public utilities or public improvements, and if leased, no lease shall be for a duration of less than 12 months. Developer will be pay any outstanding water charges it incurred on property prior to Closing.

7. The Developer has the right and option, but not the obligation to conduct any reviews, and procuring environmental site assessments, surveys, and title reports and insurance for any of the individual properties prior to Closing and may request reasonable extensions of closing for time necessary to diligently pursue such reviews. The City is conveying its interest "as is" without make any warranties of any nature, including any warranty of merchantability, property condition, boundaries, non-encumbrance, non-encroachment, title, soil quality or physical or environmental condition, or any of any of the properties, or of their suitability for any particular purpose or use. Developer will execute a waiver of survey at closing, if not obtained. Such inspections or reviews must be completed within 45 days of this Agreement (Due Diligence Period).

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 \$7,500.00, 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 a encumbrances, unrecorded easements or interests, possessory or occupancy rights or claims, title defects, or other conditions relating to or arising out of the Property or this conveyance.

If Purchaser fails to close the transaction, Purchaser shall remain obligated to repair, in a commercially reasonable manner, any damage to the Property caused by the Purchaser or 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 title can be conveyed in the required condition, Developer and City 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 \$7,500.00. 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.

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, Developer, or 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. Upon conveyance of the Properties to Developer, Developer agrees to protect and hold harmless City of Warren and its officers, employees, board and commission for and from any claim, demand, suit, or action for any title defect, encumbrance, encroachment, setback, restriction or property or soil condition including environmental contamination, leak, claim, or violation of any environmental law or regulation ("Contamination") upon, related to or arising out of the Properties, including Contamination that accrued prior to Closing.
5. 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 and water charges, if any shall be prorated and adjusted as of the date of the Closing.

REPRESENTATION, WARRANTIES, AND COVENANTS

1. Developer makes the following representations and warranties to the City, which shall be true and correct as of this date and shall survive this Agreement.
 - a. Legal Standing. Developer TAJ Homes is organized, in good standing, and qualified to do business in the State of Michigan. Developer has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of this Agreement. Developer will remain in good standing and solvent for the duration of this Agreement.
 - b. Authorization. The execution and delivery of this Agreement and the consummation of the transactions contemplated have been duly authorized by Developer's governing board, and the Certificate of Authority evidencing such action shall be submitted to the Developer within 10 days.
 - c. Restraints. To the knowledge of Developer, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated is in violation of any existing law or regulation, order or decree of any court or governmental entity, the articles of organization or operating agreement of Developer or any agreement to which Developer is a party or by which it is bound.
 - d. Disclosure. No representation or warranty by Developer or any statement or certificate furnished to the City or in connection with any of the transactions contemplated by this Agreement, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make such statements not misleading.
 - e. No Pending Action. The Developer has no notice of, and there is not, any pending or threatened litigation, administrative action of examination, claim or

- demand before any court or any federal, state or municipal government department, commission, board, bureau, or agency which would affect the Developer's performance of, or ability to, complete the projects.
- f. Financial Standing. The Developer is fiscally sound and financially able to purchase, rehabilitate, construct, develop, sell, lease and/or perform and complete the Project. 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;
 - g. All documents and agreements executed and delivered by Developer in connection with the Purchase shall be binding upon, and enforceable against, Developer.
 - h. Developer agrees to accept the title to the Property "as is". The City has made no representations or warranties with regard to the Property, surface, subsurface or any matter affecting title. Developer 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 the City from any claims by Purchaser, whether environmental or otherwise, with regard to the condition of or title to the Property.
2. Developer's Representations as to Redevelopment. Developer recognizes the importance of the redevelopment of the Property to the general welfare of the community, and the commitments that have been made available by the City are for the purpose of making this redevelopment possible. Therefore, Developer guarantees completion of the Project according to the Contract Documents, and that such construction off homes shall be completed in the required period, unless extended by the Administrator for good cause.
3. Except as otherwise provided, the parties agree that this Agreement shall survive the Closing and shall run with the land and be binding upon the parties, their successors and assigns, and every successor in interest to the Property, to the fullest extent of law and equity, for the benefit and in favor of the parties and their successors and/or assigns.
4. Brokers. Each party represents and warrants to the other party that it has not incurred any obligation or liability, contingent or otherwise, for brokerage or finders' fees, agents' commissions or other like payment in connection with this Agreement or the transactions contemplated in this Agreement. Each party agrees to defend, indemnify and hold the other party harmless against and in respect of any such arrangement or understanding claimed to have been made by such party with any third party.
5. Lead-Based Paint. The Agreement provides for the sale of properties that may include homes built prior to 1978. City has not occupied the properties, and acquired them through a tax-foreclosure process conducted by the County of Macomb. City provided Developer with a lead-based warning and opportunity to inspect to ascertain the existence of lead-based paint on any of the Properties in compliance with the Residential Lead-Based Paint Hazard Act of 1992, and full access to search of City's accessible records through electronic databases. Developer understands that a full unconditional disclosure by City would require the manual inspection of each individual property file. Developer acknowledges

that Seller has made and will continue to make its Building files for each property available for inspection by Developer and its agents, and waives any further obligation of Seller to manually search its individual files. Developer accepts the Properties and the Lead-Based Paint disclosure in the attached form. Developer further acknowledges that it has a 10-day opportunity to conduct a risk assessment or inspection at Developer's expense, for the presence of lead-based paint or lead-based hazards. Developer, for itself and its agents, has waived the opportunity to conduct a risk assessment

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

HOME OWNERSHIP COMMITMENT

Developer will market and sell the homes for owner-occupancy, and obtain the certification provided in the RFP. If any home was properly marketed and still not sold for owner-occupancy for one (1) year from the completed date of City Certification, subject to approval of the Economic Development Director, and upon leasing criteria, a property may be leased, provided no rental period shall be less than 12 months.

Upon sale of a property, Developer must, within 45 days of the sale, file the Transfer Affidavit with the City Assessor, and provide the City's Administrator with notice of the sale, and the name and contact information for the buyer, and copy of the Principle Residence Exemption of the buyer. Each conveyance must be subject to a deed and restrictive covenants, Recorded with the Register of Deeds, copies of which are to be provided to the City. If necessary, the sale will be subject to a separate restrictive covenant consistent with the terms of the sale to Developer. Any unpaid assessments due to the City will be paid upon sale to a third party or end owner.

CONSTRUCTION

1. Developer agrees to develop each property with a newly constructed residential dwelling and garage, if required by the Building Division, in a style compatible with the neighboring homes, and which meets with the satisfaction of the Director of Public Services, and shall be constructed in accordance with standards to achieve City Certification and in compliance with the State Construction Code and local building, zoning and trade codes. At all times until resale, the properties shall be maintained in compliance with the standards of the City of Warren code of ordinances, building codes, regulations and ordinances, and any other applicable statute, regulation or code, including the provisions of the City's Property Maintenance Code, Chapter 28 of the Code of Ordinances or the City of Warren and the International Property Maintenance Code.
2. Developer shall comply with all construction, police, sanitary, health and other government regulations, ordinances and statutes now applicable or which may become applicable to the construction, maintenance and condition of the properties.
3. Developer shall ensure that all work shall be good quality, professional and free from faults and defects, and performed by qualified and competent contractors, under supervision of an experienced, licensed contractor competent in

construction projects similar to this Project. All contractors working on the Properties must be fully licensed, and on the good standing with the City of Warren Building Department. All trades, HVAC shall be warranted, and the warranty shall be transferred to the buyer upon sale of a home.

4. Work shall be continuous until completion of each dwelling and garage on each individual property. Upon commencement of a dwelling, Developer shall progress diligently until completion of construction. No interruption of work.
5. No unsightly dirt piles, debris, idling trucks or overnight truck parking, except with advance permission of the Building Director. Each property must be broom swept at the end of each work day.
6. The Developer shall protect the Properties from all liens, claims, assessments, or encumbrances, which would arise after Closing, from any person or entity, including without limitation, any subcontractor, laborer, supplier or any governmental unit.
7. The Developer shall take all necessary precautions to prevent damage, injury or loss to the Property and any other property, public or private, including without limitation, utilities, fences, trees, sod and sidewalks and streets, and shall at its own expense, repair, replace, or remedy any lost or damaged property caused by the performance of this Agreement or of any motor vehicles transporting materials used in connection with this Agreement.
8. Developer shall take all necessary precautions for the safety of all person and employees at or about the Property, and shall comply with all applicable federal, state and local safety laws to prevent accidents or injury, with warnings, safeguards, and barricades for the protection of workers and the public.
9. The Developer is required to obtain City Certifications or Certificates of Compliance with the City of Warren and shall comply with all City regulations and ordinances, inspections, and landscaping/lawn care, snow removal, baits, and traps.
10. The Developer will be charged a capped fee of \$500.00, in total, for all inspections.
11. All re-inspection fees shall apply after one two failed inspection per trade at the then current inspection fee rates.
12. To expedite the timetable for securing certificates, permits and inspections, all pre-qualified contractors will be able to request permits via email or telephone.

RIGHT TO INSPECT

1. Right to Inspect. The City of Warren shall have the right of entry at reasonable times during the construction to inspect the progress of the work, or to reenter as appropriate to this Agreement. Developer, its employees, and agents, and any subcontractor, its employees, agents, shall fully cooperate with the inspection, investigation and enforcement of the Property and provisions of this Agreement, ordinances, resolutions, or regulations.

2. **City Involvement.** The City, by inspecting the premises or by working in coordination with Developer, assumes no responsibility to the Developer or any subsequent owner for defective material or work or any breach of contract. Any supervision and inspection by the City is to ensure the proper administration of the Portfolio and objectives of this Agreement, and is not to be construed as creating any liability on the part of the City for faulty work or materials.

TAXES AND RISK OF LOSS

1. **Taxes.** The Developer shall be responsible for the payment of all taxes or assessments on the Properties as required by this Agreement, until the recording of the deed to subsequent owners. Developer shall remain obligated, however, for any mechanics or construction liens or other liens which arise during the course of construction. Nothing in this Agreement shall be construed as or deemed to be a waiver of the Developer's rights to contest or appeal an assessment of the Properties.
2. **Risk of Loss.** Regardless of the passage of title, the risk of loss to any of the work or any goods, materials, equipment and furnishings provided in the course of performance, shall remain with the Developer at all times as of the effective date of this Agreement and until sold to subsequent owners. Should any of the work, goods, materials, equipment or furnishings be destroyed, defaced or otherwise damaged after the Closing and until sold to subsequent owners, the Developer shall repair or replace them.

DEFAULT

1. **Default.** The following acts shall be a default under this Agreement; (a) failure to fulfill in a timely and proper manner its obligations under this Agreement; (b) violation of any of the covenants, agreements or stipulations of this Agreement of the restrictive covenant recorded at Closing; (c) failure to pay water and sewer charges, special assessments, or administrative costs charged to Developer by law or under this Agreement after notice to the Developer and a reasonable time thereafter; (d) failure to pay taxes when due after Closing or assessments on the Properties before interest and penalties accrue, or e) any encumbrance or lien not permitted under this Agreement, removal or payment for which is not effected within a reasonable time after written notice by the City; (f) commencement of insolvency, voluntary filing or involuntary adjudication of bankruptcy under any present or future bankruptcy or other applicable law and (g) dissolution of Developer or change of ownership or control without the City's consent; or (h) any part of the Project is abandoned, evidenced by Developer's failure to perform work for sixty (60) or more consecutive days (unless caused by standard force majeure circumstances) on any of the Properties or to complete the Project phase agreed to with the Administrator; or (i) failure to sell an individual property to an owner-occupant.
2. **Notice of Default, Cure.** Upon discovery of a default after Closing, the non-defaulting party shall immediately notify in writing the defaulting party of the existence of the default. Said written notice shall give the defaulting party thirty (30) days to cure. If such failure shall continue for in excess of thirty (30) days after the receipt of written notice or if such a failure is of such a nature that the

same cannot be cured within said thirty (30) day period and the defaulting party shall fail to commence to cure such failure within said thirty (30) day period and thereafter diligently proceed to cure the default, then such party shall be deemed in default and the other party shall have the rights and remedies provided.

3. Remedies. Upon any such default, the City shall, in addition to the escrow remedies or any other remedy stated in this Agreement, shall have the following rights and remedies:
 - a. The City may terminate this Agreement, and shall have no further obligations.
 - b. The City may declare the quit claim deed to any or all of the Properties null and void, and any equitable estate or any other interest conveyed pursuant to this Agreement shall be null and void, and may revert to the City.
 - c. The Developer may be barred from bidding on future project.
 - d. The City reserves the right to issue blight violations for violations not cured after 30 days' notice and opportunity to cure.
 - e. The respective rights and remedies of the parties whether by this Agreement or by law, shall be cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise of any other rights or remedies for the same default or breach by the other party.

In the event the Developer, any successor or assignee becomes insolvent and intends to file for bankruptcy, receivership, or similar protection, and/or dissolves, the City will have the right to exercise reversionary rights to any or all of the Properties, and the City shall have the first option to purchase or redeem any individual parcel for \$1.00, and upon the City's exercise such option, Developer shall convey a quit claim deed to the City for such Properties "as is, without any warranty". In the event Developer receives a foreclosure, forfeiture or tax sale notice and does not intend to redeem the Property or the Property is to be sold at auction, Developer assigns to the City the first right to redeem or purchase the individual Property upon such terms as are identical to the redemption price and/or bankruptcy, tax, or receivership sale or auction, or upon such price or terms as provided in connection with such sale or redemption, and the City may immediately exercise a right of reversion to any remaining Properties unless they have been sold to third party owner. Developer agrees to execute any instrument necessary to perfect this assignment of right, or cooperate or join any redemption or purchase for the City's benefit. Developer shall immediately send written notices to the City of all filings, proceedings, notices and other documents concerning any dissolution, insolvency, bankruptcy, receivership, tax sale, forfeiture, foreclosure of similar matter.

4. Action in Law or Equity. The parties shall have the right to protect and enforce all rights available to them by suit in equity, action at law or by any other appropriate proceedings, whether for specific performance of any covenant contained in this Agreement or damages or other relief, or proceedings to take any action authorized or permitted under applicable law or regulation.
5. Force Majeure. If either the City or the Developer is delayed or prevented from the performance of any obligation, for reasons beyond their reasonable control,

including but not limited to labor disputes, acts of God, riots, strikes, power failure, environmental issues, national disasters or other declared emergencies, or unforeseen delays in governmental permits or approvals, then, upon written notice to the other party, the performance of such obligation shall be extended for the period of such enforced delay, provided, however, the delay was not caused by the party, reasonable measures were taken to prevent the delay, and diligence is exercised to cure the delay.

INDEMNIFICATION

Developer, and for their officers, managers, agents and contractors, agrees to indemnify, defend, and hold harmless the City, and its affiliated and related entities, and their officers, directors, and employees, from and against any and all losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including reasonable attorney fees) brought in a suit, claim or action filed from and after Closing, relating to or arising out of the sale, conveyance or condition of any of the Properties, and including any environmental condition, soil condition, mold, asbestos, error in boundary line, encroachment, title defect, or any other liability, but only to the extent Developer is responsible for such losses, liabilities, claims, strict liability claims, lawsuits, fines, penalties, judgments, expenses (including reasonable attorney fees).

In addition, Developer agrees, for itself and its members, officers, contractors, and employees, that the City assumes no responsibility for Properties, regardless of whether the cause of liability or contamination accrued prior to Closing, except for any permitting inspections within its regulatory jurisdiction. Developer, for itself and for its managers, agents, officers, employees and contractors agree to indemnify, hold harmless and release the City of Warren and its officers, employees, boards and commissions and agents from and for any liability, claim, loss, demand, suit or action of any nature for or from any damage or injury, including death, brought in a suit, claim or action filed from and after Closing, that may arise out of or relate to the Properties, the servicing, sale, rehabilitation, boarding, or inspection of the Properties in connection with this Agreement, including claims of title or from end-owners for an improper workmanship or faulty construction, mold or asbestos, or environmental contamination, regardless of whether such cause of liability or contamination accrued prior to Closing. These obligations will survive termination.

CONFLICT OF INTEREST

1. No member of the governing body of the City of Warren, and no other officer, employee, or agent of the City of Warren who exercises any function or responsibility in connection with the carrying out of this Agreement, shall have any personal interest, direct, or indirect, in this Agreement; provided, however, that the provisions of this Article shall be deemed to have been complied with if, notwithstanding such interest any such person shall disclose such personal interest in writing to the City and shall take no part in any proceeding or other formal action relating to this Agreement.
2. Except for approved eligible administrative and personnel costs, no member, officer, or employee of the City of Warren, or its designees or agents, no consultant, no officer or employee of the City of Warren, who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in the decision making process or

gain insider information with regard to the Project, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Properties or in any activity, which is part of this Project at any time during or after such person's tenure.

NON-DISCRIMINATION

Developer agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his or her hire, tenure, terms, conditions, or privileges of employment because of his or her religion, race, color, or national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. No discrimination shall be practiced in the marketing, sale or leasing of the Properties.

NOTICES

All notices, consents, approvals, requests and other communications, collectively referred to as "Notices", required or permitted under this Agreement shall be given in writing, signed by an authorized representative of the City or the Developer and mailed by first-class mail or hand delivered, or by electronic mail, except as provided below, and addressed as follows:

Seller:
Public Service Director
City of Warren
One City Square, Suite 300
Warren, MI 48093

Developer:
TAJ Homes, LLC
Attn: Tanvir Jaigirdar
5641 Caniff
Detroit, MI 48212

With a copy to:
City Attorney
City of Warren
One City Square, Suite 400
Warren, MI 48093CITY:

Notices of a legal nature, such as default or termination shall be given by certified or registered mail, return receipt requests.

RELATIONSHIP OF PARTIES

The relationship of the Developer to the City is and shall continue to be contractual. No liability or benefits such as worker's compensation, pension rights or liabilities, insurance rights or liabilities, or other provisions or liabilities arising out of or relating to, a contract for hire or employer/employee relationship shall arise or accrue to the City or its agents or employees as a result of this Agreement. It is understood that any involvement or supervision by the City in the Project is for administrative purposes only and shall not give rise to any employment relationship or liability.

MISCELLANEOUS

1. If any article, section, subsection, clause or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, the

remaining articles, sections, subsections, clauses or provisions shall be valid and shall remain in full force and effect.

2. The rights and remedies provided in this Agreement are not exclusive, but are in addition to any of the rights and remedies provided by law or equity. 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.
3. Any headings or titles to the sections or subsections are for convenience only, and are not part of this Agreement, and shall not be deemed to affect the meaning or construction of any of its provisions.
4. The City reserves and shall have the exclusive right to waive, at its sole discretion, any requirement or provision under this Agreement imposed upon the Developer. Any such non-enforcement of a requirement or provision in one instance will not be deemed a waiver of the right to enforce that requirement or provision in the future.
5. This instrument, including the exhibits attached, which are made a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the City nor the City's agents, have made any representations except those expressly set forth, and no rights or remedies are, or shall be acquired by the Developer by implication or otherwise unless expressly set forth herein. Except as provided in this document, any alteration, amendment, change or addition to this Agreement shall be binding upon the City or the Developer unless made writing and signed by all parties.
6. Prior Written Consent. The Developer shall not assign or encumber its interest in this Agreement directly or indirectly, and shall not transfer any interest in the same without prior written consent of the City.
7. "Superfund" Act. To the best of the City's knowledge, no land fill exists or existed on any of the properties contemplated under this Agreement. No hazardous waste or material has been deposited on the properties, and to the best of City's knowledge, the property is free from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund").
8. Additional Documents. Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement or the conveyance of the Properties.
9. This Agreement, and the properties may not be transferred or assigned by Developer prior to obtaining all of the City Certifications and all of the Certificates of Compliance, except with the City's written and the buyer, transferee or assignee agrees to fully assume the rights and obligations under this Agreement and so long as the buyer, transferee or assignee reasonably demonstrates to the City its financial capacity to fully perform under and comply with the obligations under this Agreement. Upon such sale, transfer or assignment, Developer shall have no further obligations under this Agreement, and the City shall release the

security under Section 4.0 of this Agreement to Developer so long as the buyer, transferee or assignee provides the security required under Section 4.0 of this Agreement.

10. Notwithstanding any other provision to the contrary to the Agreement, and except for indemnification obligations, Developer will be relieved of obligations under this Agreement as to the sold Properties upon closing of the sale of said Properties, except for the obligation to require a deed restriction or restrictive covenant herein that runs with the land, that prohibit using them for growth, or sale of illegal narcotics, and medical marihuana and as a prurient adult industry or business and to keep them maintained, and for provisions that survive termination, including: hold harmless and indemnification obligations, Maintenance obligations, and compliance with the restrictive covenants as stated in this document, and the leasing criteria, when applicable.
11. 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.
12. The City may record either this Agreement, or a memorandum of this Agreement with the Macomb County Register of Deeds, which the parties agree to execute in a mutually acceptable recordable memorandum of this agreement.
13. Counterparts/Electronic Signatures. This Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one agreement. Faxed signatures, or scanned and electronically transmitted signatures on this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement. Delivery of a signed counterpart delivered in accordance with the Michigan Uniform Electronic Transactions Act, MCL §450.831 et seq., the scanned 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.
14. Prior Agreements. Seller represents and warrants that Seller has not entered into any other Agreement for the sale of the Property, or any part thereof. Purchaser agrees to conditions set forth in Letter of Interest dated August 21, 2024, which Purchaser signed on August 21, 2024. Except for terms of such letter, there are no agreements, oral or written, leases, easements, licenses, court decrees or judgments, third party claims, demands, or causes of action, which would be a charge, encumbrance or claim against, or restrict the use of the Property to be sold.
15. 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.

The City and the Developer by and through their duly authorized representatives have executed this Agreement as of _____, 2025.

Signatures on next page

WITNESSED BY:

Print Name:

WITNESSED BY:

Print Name:

Print Name:

ID 109278

PURCHASER: TAJ HOMES, LLC

By: _____
Tanvir Jaigirdar
Its: Managing Member

SELLER: CITY OF WARREN

By: _____
Lori M. Stone
Its: Mayor

By: _____
Sonja Buffa
Its: City Clerk

EXHIBIT A

**DECLARATION OF RESTRICTIVE COVENANTS
AND GRANT OF EASEMENT ACCESS**

The City of Warren, a Michigan municipal corporation located at One City Square, Warren, Michigan (the "Grantor"), and Tanvir Jaigirder, d/b/a TAJ Homes, LLC, whose address is 5641 Caniff, Detroit, Michigan 48212 (the "Grantee"), agrees to the property restrictions contained in this document.

The parties stipulate that:

Grantor conveyed to Grantee the six (6) real properties (collectively the "Property"), located in the City of Warren, State of Michigan, legally described as:

Lot 52 – Supervisor's Plat of Beierman Farms, according to the plat thereof as recorded in Liber 21, Page 27 of Plats, Macomb County Records.

Parcel Identification No.: 13-29-451-009

Commonly known as: 23184 Beierman

Lot 522 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.

Parcel Identification No: 13-33-205-029

Commonly known as: 7275 Dodge

Lot 523 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.

Parcel Identification No: 13-33-205-030

Commonly known as: 7279 Dodge

Lot 182 and the East 17.5 feet of Lot 183 – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.

Parcel Identification No: 13-28-452-013

Commonly known as: 6898 Lozier

Lot 180 and the West 2 feet of Lot 181 – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.

Parcel Identification No: 13-28-452-023

Commonly known as: 6889 Republic

Part of Lot 181, being the East 37.43 feet in front and the East 35.84 feet in rear – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.

Parcel Identification No: 13-28-452-024

Commonly known as: 6899 Republic

The Property are former tax-reverted lots that were conveyed to Grantee, 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.

As part of the consideration for the Property, Grantee, Tanvir Jaigirdar, and TAJ Homes, LLC jointly and severally, and for their transferees, members, officers, family, transferees, heirs, and legal 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 use and development of the Property shall comply with the Zoning Ordinances of the City of Warren.
2. The Property shall be used, developed with a residential structure on each individual lot, and occupied, 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. The use and occupancy of the Property is further subject to the terms of the Resolution of the Warren City Council dated May 20, 2025.
3. Each property will be developed in accordance with local codes, and have City Certification within two years year from this date.
4. The Property may only be used as a principal residence.
5. Grantee agrees to sell each Property to an owner-occupant, and to add a covenant to the sale that would require the property to be occupied by an owner or his or her family member for at least two years of the date of this sale, unless expressly waived in writing by the City of Warren Economic Development Director, and filed on record with the City Clerk.
6. No individual 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.
7. In the event of public utilities or recorded utility easements 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 to maintain, repair, replace or inspect the utility, and with regard thereto, 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.

8. Grantee further grants to Grantor, or its contractors or agents, temporary ingress and egress, use, along, upon, over or under the Property as necessary and for the duration of a public improvement project, including road construction or repair.
9. The provisions of this Agreement may be enforced 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, and enjoin the violation or to recover costs or damage from Grantee, including their heirs, devisees, legal representatives or 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.
10. The Property shall never be used, occupied, maintained or developed for the growth, cultivation, sale, distribution, inspection, transportation, 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.
11. The 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.
12. The above covenants and restrictions are to run with the land and be binding upon Grantee and its heirs, assigns, legal representatives, transferees and successors in interest.
13. The above covenants and restrictions shall be recorded with the Macomb County Register of Deeds, and conveyance of the Property shall be subject to these restrictions.
14. Compliance may be enforced by injunction obtained by the City of Warren as to Grantee or any subsequent owner or lessee violating or permitting violation of these restrictions.
15. 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.

Signatures on next page

WITNESSED BY:

GRANTEE: TAJ HOMES, LLC

Print Name:

By: _____
Its: Tanvir Jaigirder
Managing Member

STATE OF MICHIGAN)
) SS
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by
Tanvir Jaigirder, Managing Member of TAJ Homes, LLC, 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 Legal Department
One City Square, Suite 400
Warren, MI 48093

ID 109279

TAJ HOMES, LLC

EXHIBIT B
LEGAL DESCRIPTIONS

1. Lot 52 – Supervisor's Plat of Beierman Farms, according to the plat thereof as recorded in Liber 21, Page 27 of Plats, Macomb County Records.
Parcel Identification No.: 13-29-451-009
Commonly known as: 23184 Beierman
2. Lot 522 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.
Parcel Identification No: 13-33-205-029
Commonly known as: 7275 Dodge
3. Lot 523 – Piper's Van Dyke Subdivision No. 3, according to the plat thereof as recorded in Liber 4, Page 57 of Plats, Macomb County Records.
Parcel Identification No: 13-33-205-030
Commonly known as: 7279 Dodge
4. Lot 182 and the East 17.5 feet of Lot 183 – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.
Parcel Identification No: 13-28-452-013
Commonly known as: 6898 Lozier
5. Lot 180 and the West 2 feet of Lot 181 – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.
Parcel Identification No: 13-28-452-023
Commonly known as: 6889 Republic
6. Part of Lot 181, being the East 37.43 feet in front and the East 35.84 feet in rear – Sherwood Park, according to the plat thereof as recorded in Liber 8, Page 95 of Plats, Macomb County Records.
Parcel Identification No: 13-28-452-024
Commonly known as: 6899 Republic

DATE: MAY 9, 2025
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: RECOMMENDATION TO INCREASE THE AWARD FOR PARTS, PREVENTATIVE MAINTENANCE AND CALIBRATION SERVICES FOR THE FLOW METERS AND SCRUBBER AT THE WASTE WATER TREATMENT PLANT (WWTP); SOL-W-1551.

The Purchasing Division concurs with the WWTP and recommends that City Council authorize an increase of award to the sole source vendor, Endress+Hauser, Inc., Dept. 78795, PO Box 78000, Detroit, MI 48278, from \$20,000.00 to \$35,462.00 (an increase of \$15,462.00) for the purchase of Parts, Preventative Maintenance and Calibration services for the Flow Meters and Scrubber located at the WWTP.

The WWTP established a blanket purchase order for the 2025 fiscal year with Endress+Houser, the sole source vendor, in the amount of \$20,000.00, for parts, preventative maintenance and calibration services for its flow meters and scrubber.

The WWTP has determined that additional parts are needed in order to replace deteriorated, or unusable parts, and to have preventative maintenance and calibration services completed prior to the annual stack test that is scheduled for June 17, 2025.

These additional costs, if approved by your honorable body, will result in an award amount that exceeds \$20,000.00, which requires City Council approval. The request before you today is to increase the award from \$20,000.00 to \$35,462.00.

Funds are available in the following account 592-1580-93001.

Respectfully Submitted,



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/12/2025
Controller:		5/12/2025
MAYOR:		5/12/2025

Contact

Sarah Taylor
Service
Telephone 317.447.3925
sarah.taylor@endress.com

Greenwood, May 5, 2025

Endress+Hauser Representatives

To Whom it may concern,

Endress+Hauser USA uses sole exclusive authorized sales representation in the USA. Forberg-Smith is the sole authorized Endress+Hauser representative in the states of Michigan and West Virginia, and portions of Ohio, Pennsylvania, Kentucky, and Wisconsin. They hold an exclusive representative agreement with Endress+Hauser for coverage of municipal and industrial accounts in the above territory.

Forberg-Smith is also the Endress+Hauser authorized service provider for the states of Michigan and West Virginia, and portions of Ohio, Pennsylvania, Kentucky, and Wisconsin. They have been factory trained and certified to provide on-site service for Endress+Hauser products.

Please address purchase orders to Endress+Hauser c/o Forberg-Smith

Regards,

Sarah Taylor
Service Coordinator
Midwest Regional Center

Endress+Hauser, Inc.
2350 Endress Place
Greenwood, IN 46143
USA

Sales: 888-ENDRESS
Service: (800) 642-8737
www.us.endress.com



WASTE WATER TREATMENT PLANT
32360 Warkop
Warren, Michigan 48093
(586) 264-2530

MEMO TO: Mr. Craig Treppa, Purchasing Agent
Office of the Controller

FROM: Joseph Jenkins P.E., Facilities Engineer, WWTP

SUBJECT: Increase of Award for Purchase Order 2528170, Endress + Hauser

DATE: 5/7/25

The City currently has a sole source purchase order with Endress + Hauser, PO Box 78000, Detroit, Michigan in a total amount not to exceed \$20,000.00. This purchase order is for preventative maintenance, inspections and replacement of consumable, or frequently used parts.

Due to additional parts that needed to be ordered to replace deteriorated or unusable parts over the course of the fiscal year, and an increase in preventative maintenance and calibration costs, the Waste Water Treatment Plant is requesting additional funds be allocated so that the annual preventative services and calibrations can take place prior to the annual stack test on June 17th, 2025.

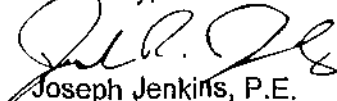
As a result additional funding in the amount of \$15,462.00 is being requested to be added to the current amount of \$20,000.00 with a total amended award amount of \$35,462.00. As a result of the purchasing ordinance, we are understanding that this will need to go to City Council due to the proposed amount now exceeding \$20,000.00.

Please take the next steps necessary to seek authorization of the following:

Increase of the purchase order in the amount of \$15,462.00, resulting in an amended amount not to exceed \$35,462.00. Funds for the increase of the amount of \$15,462.00 are available in the 25 FY Budget, WWTP Account 592-1580-93001

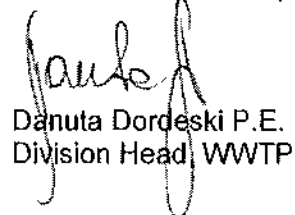
Should you have any questions, please feel free to contact me at extension 8179.

Sincerely,

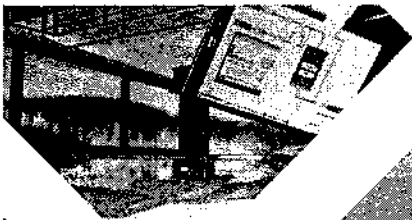

Joseph Jenkins, P.E.
Facilities Engineer

Jj/dd

Read and Concurred,


Danuta Dordeski P.E.
Division Head, WWTP

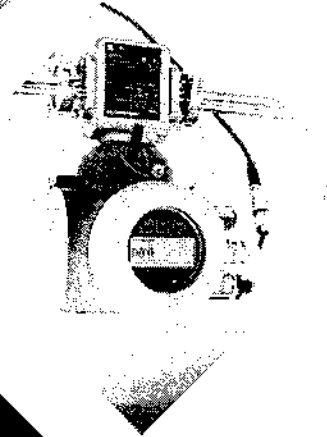
Attachment: Original Service Agreement, Quote Preventative Maintenance and Calibration Services, Update Sole Source Documentation



People for Process Automation



Endress+Hauser



PRODUCT QUOTE

A MEMBER OF THE KENDALL GROUP

FORBERG SMITH.



Please address your order to **Endress+Hauser, OR, Endress+Hauser c/o Forberg Smith**. You will be invoiced by Endress+Hauser directly. Remit to address is **Endress+Hauser, Inc. Dept 78795 PO Box 78000 Detroit, MI 48278-0795**. Please send your order to Forberg Smith for processing.

Endress+Hauser

CITY OF WARREN
WASTE WATER TREATMENT PLANT
32360 WARKOP AVE
WARREN MI 48093-1044

Quote

Quote no. : 2061301770 REV1
Quote date : 04/30/2025
Your reference : City of Warren WWTP MI 2025
Calibrations & Verifications
Customer no. : 0046096174

Attn : Pr. Eng. Joseph JJ Jenkins
Phone : 5862642530-8179
Email : jjenkins@cityofwarren.org

Contact : Forberg - Brian Gallagher
Phone : 248-469-9437
Email : brian.gallagher@forbergsmith.com

Item	QTY	Order code Description	Unit price in USD	Total price in USD
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		Level calibrations of 1@ Prosonic FMU861 and 5@ splitting box - unknown		
10	1	PC On-site Calibration Level Model no.: XD64AB-ADYYF181AJ	4,192.00	4,192.00

To ensure accurate process control, metrological performance is checked by comparing results from instruments and suitably accurate references. Qualified calibration technicians apply standard operating procedures and traceable references onsite. Calibration certificates reflects the end results.

- A Preparation and standard travel time: included in the base price
- D Operational area: Waste water
- Y Number meas. points; Procedure: 6 Piece x special agreements
- Y Calibration range; Typical Uncertainty: Others, special agreement
- F Number meas. points; calibration points: 6 Piece x 3 points + loop check
- 1 Traceability of the reference: acc. national standard
- 8 Cleaning calibration tools: not selected
- 1 SOP (Standard operation procedure): according to Endress+Hauser standard
- A Documentation: Endress+Hauser calibration protocol
- J Additional travel expenses: 73 Piece x Roundtrip mileage (travel hours included)

Delivery time: On request

HS-Code:
Country of dispatch: US

S/Ns: 8B016B01050, Z8R0218EP40, Z8R0216EP40,
Z8R0220EP40, Z8R0215EP40, and Z8R0217EP40

Item	QTY	Order code Description	Unit price in USD	Total price in USD
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Pressure calibrations of 6@ Cerabar S PMP71, 2@ Deltabar S PMD75, 2@ Siemens PDIT, 1@ Deltabar PMD75B, 1@ cooling fan - unknown, 3@ American Sensors Technologies, and 1@ Bellofram

20	1	PC On-site Calibration Pressure Model no.: XD61BB-BDAAF11AAJ	5,318.00	5,318.00
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To ensure accurate process control, metrological performance is checked by comparing results from instruments and suitably accurate references. Qualified calibration technicians apply standard operating procedures and traceable references onsite. Calibration certificates reflects the end results.

- B Preparation and standard travel time: previous order item (price reduction)
- D Operational area: Waste water
- A Number meas. points; Procedure: 16 Piece x inline, test connection provided by customer
- A Calibration range; Typical Uncertainty: 16 Piece x max 20barg / 300psig +/- 1%
- F Number meas. points; calibration points: 16 Piece x 3 points + loop check
- 1 Traceability of the reference: acc. national standard
- 1 SOP (Standard operation procedure): according to Endress+Hauser standard
- A Calibration medium: Ambient air
- A Documentation: Endress+Hauser calibration protocol
- J Additional travel expenses: 193 Piece x Roundtrip mileage (travel hours included)

Delivery time: On request

HS-Code:

Country of dispatch: US

S/Ns: KC03881509C, KC038D1509C, KC038C1509C, KC03891509C, KC038B1509C, L200E11509C, KC01A71509D, KC01A81509D, PBD-K02333519, IX-S512-9007159, TB001F1519A, IX-S512-9007161, 16802805 150720, 1602806 150720, 17602069 161202, and 96400100036

Item	QTY	Order code Description	Unit price in USD	Total price in USD
		Flow verifications of Promag 10W1F, DN150 6", 1@ Promag 50W80, DN80 3", 1@ Promag 50W25, DN25 1", 2@ Promag 50W40, DN40 1 1/2", 1@ Promag 50W1H, DN100 4", 3@ Promag W 400, 5W4C1F, DN150 6", and 1@ Promag W 400, 5W4C1H, DN100 4"		
30	1	PC Verification Service Flow Model no.: XD10VE-LXL0/0 (XD10VE-T71AA3) To ensure operational integrity, functional device performance is assessed on-site. Where applicable, corrective actions are proposed and included in device reports supplied.	5,952.00	5,952.00
		T7 Travel Expenses: 157 Piece x Roundtrip mileage (travel hours included) 1A Instrument Selection 1: 13 Piece *x Electro-Magnetic Flowmeter A3 Reporting for Instrument Selection 1: 13 Piece x Verification Service report with measuring values and pass/fail report Delivery time: On request HS-Code: Country of dispatch: US S/Ns: 8B040516000, 8404CA16000, 8404CB16000, 8404CC16000, KC084E16000, KC080316000, KC084416000, KC084516000, KC085916000, TA036116000, TA036016000, TA035F16000, and R1207D19000		
			Total price net	15,462.00
			Total freight	0.00
			Total tax	0.00
			Total price gross	15,462.00

Terms

Payment terms	: Net 45 Days
Delivery time	: on request
Delivery	: Delivered at place CUSTOMER SITE
Prices valid until	: 05/29/2025

Tacie Gorney

Service Coordinator | Order Processing | Scheduling

tacie.gorney@forbergsmith.com

Tel: 616-452-3251 x5351

Fax: 616-248-4575

Brian Gallagher

Outside Sales | Measurement and Controls Specialist

brian.gallagher@forbergsmith.com

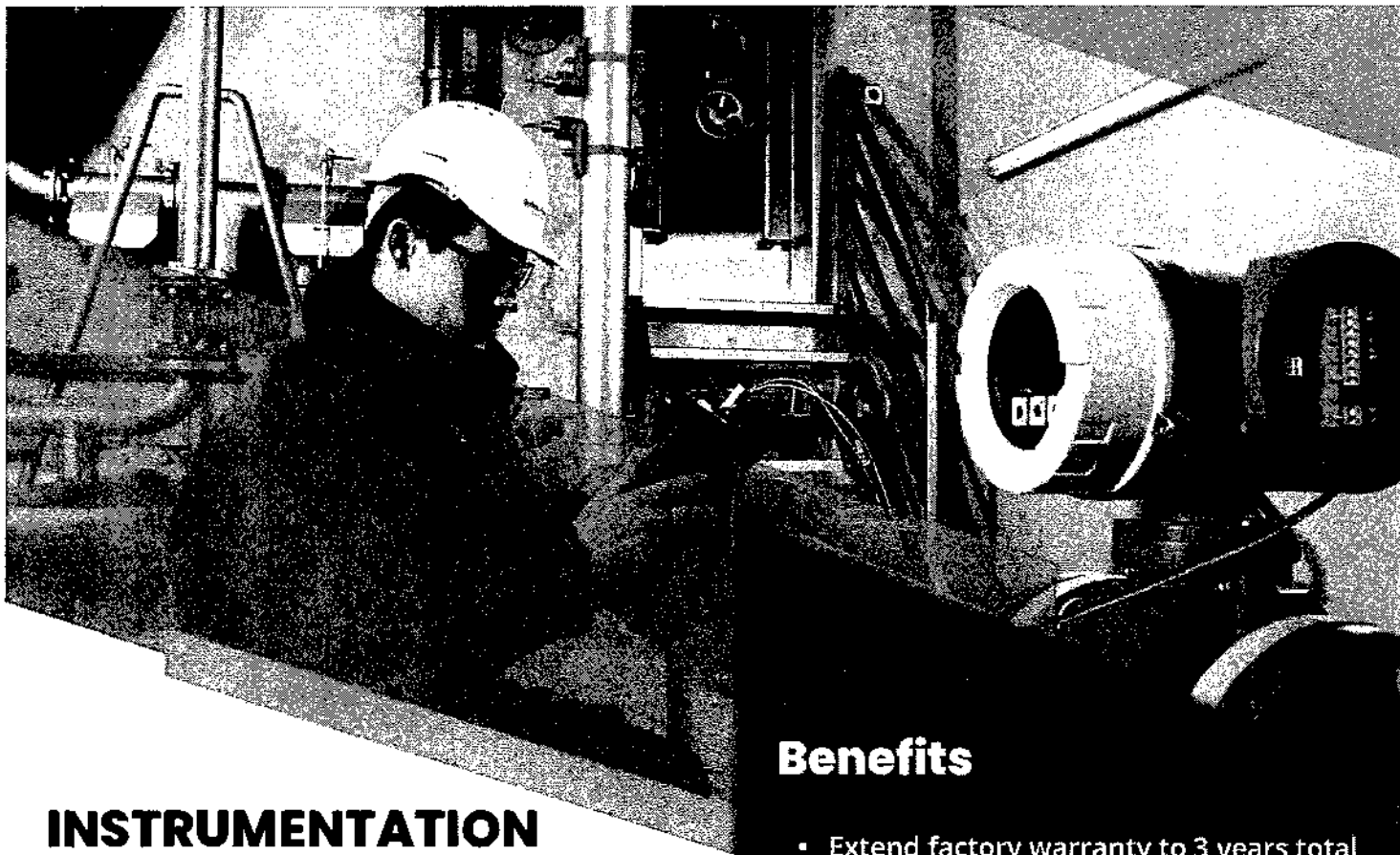
Tel: 248-288-5330

Mobile: 248-469-9437

Pricing is based upon quantities requested and is valid for 30 days unless otherwise noted. All estimated ship dates are Forberg Smith's best estimate of delivery times as provided by supplier and therefore Forberg Smith cannot be responsible for delays beyond our control. Applicable sales tax will be added at time of order. Delivery charges not included in quotation unless otherwise noted.

To fill out a Credit Application with Endress+Hauser, please use this link: <https://www.us.endress.com/en/contact/credit-application-endress-hauser>

To review Endress+Hauser's Terms and Conditions, visit <https://www.us.endress.com/endress-hauser-usa>



INSTRUMENTATION SERVICES OFFERED

Our experienced technical experts will partner with you to ensure that your instrumentation installation, testing, and process design are fully aligned to your requirements for optimal instrumentation commissioning.

- Start-Up & Commissioning
- Calibrations & Verifications
- Embedded Technicians & Contract Work
- Repair & Troubleshooting
- Training

To Add Start-up Service Including Extended Warranty to Your Purchase Order

- » Full Day Part number (XD21US-BA) & Price \$2,470.00
- » Half Day Part number (XD21US-AA) & Price \$1,630.00
- » Vendor name is Endress+Hauser

Endress+Hauser will invoice you directly.

For scheduling contact Tacie

☎ 616-452-3251 x5351

✉ tacie.gorney@forbergsmith.com

**Other service quotes available upon request.*

Benefits

- Extend factory warranty to 3 years total.
- Ensure set up according to your application conditions.
- Ensure compliance.
- Obtain detailed commissioning documentation including baseline reports and backup file.
- Save time, effort, and costs.
- Our qualified service technicians provide on-site commissioning support.
- Measuring point performance is confirmed to system level, processes optimized from the start, future breakdown risk minimized.
- Strictly adheres to health, safety, environmental and quality standards.
- Device conformity, functionality and performance are documented throughout for total traceability.



FORBERG SMITH'

A MEMBER OF THE KENDALL GROUP

Endress+Hauser

People for Process Automation



MAIL ALL INVOICES TO:
CITY OF WARREN
ATTN: PURCHASING DIVISION
ONE CITY SQUARE, SUITE 425
WARREN, MI 48093

PURCHASE ORDER

Number: 2528170

P.O. Date: 07/01/2024

FOR ALL INVOICE QUESTIONS:
586-574-4639

**THIS PO # MUST APPEAR ON ALL
INVOICES OR THE INVOICE WILL BE
RETURNED, DELAYING PAYMENT**

VENDOR:

002645

ENDRESS + HAUSER

PO BOX 78000

DETROIT, MI 48278-0795

SHIP TO ADDRESS:

CITY OF WARREN

WASTE WATER TREATMENT PLANT

32360 WARKOP

WARREN, MI 48093

F.O.B. WARREN, MICHIGAN ALL FREIGHT PREPAID			SOLE SOURCE		MUNICIPALITIES ARE EXEMPT FROM ALL SALES AND FEDERAL TAXES. SALES TAX EXEMPTION NO.: 38-6006931	
QTY	U/M	PRODUCT ID	DESCRIPTION	UNIT PRICE	TOTAL PRICE	
1	EA		BLANKET PURCHASE ORDER FOR PH SCRUBBER INSTRUMENTATION	\$20000.00	\$20000.00	
					Total:	\$20000.00

Direct Purchase Inquiries to:

DHENRIKSON

* All Vendors must have a City-issued Purchase Order prior to providing goods or services to the City.

* The City's payment terms are Net 45 with receipt of proper invoice.

* No deliveries accepted after 3:00 P.M.

* Purchase Order not valid without authorized signatures.

* Seller expressly warrants that all the material and work covered by this order will conform to the specifications, samples, or other description furnished or specified by the City, and will be merchantable of good material and workmanship, and free from defects.

City of Warren, Michigan

AUTHORIZED BY

Purchasing Agent

Budget Director

RESOLUTION

Document No: SOL-W-1551 Increase of Award

Product or Service: Increase of Award for Parts, Maintenance and Calibration 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, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

Upon performing a diligent inquiry, the Waste Water Treatment Plant (WWTP) Division Head has determined that it is necessary in the interests of the WWTP, and the City, to increase the award for acquiring Parts, Preventative Maintenance and Calibration Services for the WWTP's Flow Meters and Scrubber Hale, from \$20,000.00 to \$35,462.00 (an increase of \$15,462.00), to the sole source provider, Endress+Hauser, Inc., Dept. 78795, PO Box 78000 Detroit, MI 48278.

The Purchasing Agent has conducted a review and concurs with the sole procurement.

Funds are available in account number: 592-1580-93001

IT IS RESOLVED, that the award to the sole source provider, Endress+Hauser is hereby increased from \$20,000.00 annually, to \$35,462.00 annually, to cover costs for

parts, preventative maintenance and calibration services, through this current fiscal year (July 1, 2024 through June 30, 2025).

IT IS FURTHER RESOLVED, that purchase orders shall be addressed to Endress+Hauser c/o Forberg-Smith.

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

DATE: MAY 12, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: ITB-W-1514; RECOMMENDATION TO AWARD THE PURCHASE AND START-UP OF TWO (2) RETURN ACTIVE SLUDGE (RAS) SEWAGE PUMPS

The Purchasing Division concurs with the Waste Water Treatment Plant and recommends that Bid ITB-W-1514, for the Purchase and Start-up of Two (2) Return Active Sludge (RAS) Sewage Pumps, be awarded to the low responsible and cost-effective bidder, Detroit Pump, 23751 Amber, Warren, MI 48089, in the total amount of \$98,428.00.

On April 16, 2025 at 1:00 PM local time, electronic bids to furnish and start-up two (2) RAS Sewage Pumps for the Waste Water Treatment Plant (WWTP) were publicly opened. Bids were solicited through the BidNet® (MITN) system. Five (5) vendors responded with bids, which are detailed on the attached bid tabulation sheets.

The WWTP currently has eight (8) RAS Sewage Pumps that transport active sludge from the Final Clarifiers and then reintroduces the active sludge to the influent of the aeration tanks. Over the last three (3) years, the City has been in the process of replacing all eight (8) RAS Sewage Pumps that were installed in 1972. This recommendation before you today is for the final two (2) RAS Sewage Pumps, that are in need of replacement.

If approved by your honorable body, the City will install the two (2) RAS Sewage Pumps furnished by Detroit Pump, followed by the Start-up performed by Detroit Pump.

Funds are available in the following Account: 592-9047-98080.

Respectfully Submitted,

Read and Concur,



Shanah Turner
Assistant Buyer



Craig Treppa
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/12/2025
Controller		5/12/2025
MAYOR:		5/12/2025

City of Warren One City Square Warren MI 48093		BID #: ITB-W-1514 BID DUE DATE: 4/16/2025 DEPT: WWTP
Product or Service: RAW SEWAGE PUMPS		
BIDDER	GRAND TOTAL	
CORE ELECTRIC	\$	102,608.00
DETROIT PUMP	\$	98,428.00
KENNEDY INDUSTRIES	\$	115,968.00
MDM & ASSOCIATES	NOT SIGNED, THEREFORE, NOT CONSIDERED	
SOLBERG KNOWLES AND ASSOCIATES	\$	142,816.30

ITEM	DESCRIPTION	QTY	CORE ELECTRIC		DETROIT PUMP		KENNEDY INDUSTRIES		SOLBERG KNOWLES AND ASSOCIATES	
			UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
A	Raw Sewage Pump Finish	2	\$ 50,704.00	\$ 101,408.00	\$ 48,714.00	\$ 97,428.00	\$ 55,984.00	\$ 111,968.00	\$ 70,658.15	\$ 141,316.30
B	Pump Start Up	2	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 2,000.00	\$ 4,000.00	\$ 750.00	\$ 1,500.00
GRAND TOTAL:				\$ 102,608.00		\$ 98,428.00		\$ 115,968.00		\$ 142,816.30



WARREN
PUBLIC SERVICE DEPARTMENT
Waste Water Treatment Plant
32360 Warkop
Warren, MI 48093
(586) 264-2530

MEMO TO: Craig Treppa, Purchasing Agent
FROM: Anthony Conigliaro, Sr. Facilities Engineer
SUBJECT: Purchase of Return Activated Sludge Pump(s)
ITB-W-1514
DATE: May 6, 2025

The WWTP operates eight (8) Return Activated Sludge Pumps (RAS) to transport activated sludge from our Final Clarifiers and reintroduce to the influent of our aeration tanks. These pumps were installed in 1972 and are now in the process of being replaced. WWTP has procured six (6) RAS pumps over the past three (3) fiscal years. Once this final purchase is completed, the City will have replacements for all eight (8) RAS pumps. With assistance from the purchasing department, we received five bids for the procurement of drop-in-place replacement pumps with matching pump curve, base plate and mechanical seals.

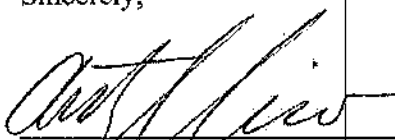
Detroit Pump was the low bidder and their bid contained all items specified in the bid documents. Detroit Pump has sent WWTP cut sheets and pump curve which has been verified to match the existing process. Detroit has performed similar service at the WWTP in the past and is qualified to be able to perform this work.

Therefore, please take steps to seek approval in the amount of \$98,428.00 for the purchase of two (2) replacement pumps.


Funds for this expenditure are available in the Enterprise Fund Capital Outlay portion of the 2025 City budget.

Sincerely,

Read and Concurred



Anthony Conigliaro, P.E.
Sr. Facilities Engineer



Donna Dordeski, P.E.,
WWTP Division Head

Attachments: Council Resolution, Bid Tab, Detroit Pump Bid

cc: D. Muzzarelli, Public Service

RESOLUTION

Document No: ITB-W-1514
Product or Service: Two (2) RAS Sewage Pumps
Requesting Department: 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, 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, April 16, 2025 at 1:00pm Local Time.

The following qualified bids have been received by City Council:

BIDDER:

AMOUNT:

Please see attached bid tabulation

The bid of Detroit Pump, 23751 Amber, Warren, MI 48089, has been determined to be the low responsible and cost-effective bidder for the purchase and start-up services of two (2) Return Active Sludge (RAS) Sewage Pumps, in the total amount of \$98,428.

Funds are available in account number: 592-9047-98080.

IT IS RESOLVED, that the bid of Detroit Pump is hereby accepted by City Council in a total amount of \$98,428.

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