



**CITY CONTROLLER'S OFFICE**

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

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

DATE: AUGUST 21, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: SOL-W-9801; RECOMMENDATION TO INCREASE THE AWARD FOR INCIDENT REPORTING SOFTWARE

The Purchasing Division concurs with the Fire Department and recommends that City Council increase the award for Incident Reporting Software to ESO Solutions, Inc., 9020 North Capital of Texas Highway, Building II-300, Austin, TX 758759, for the periods and the not to exceed annual amounts shown in the table below.

PERIOD	DESCRIPTION	INITIAL AWARD	INCREASE OF AWARD	NEW AWARD
6-28-25 thru 6-27-26	Incident Reporting Software, Fire Inspection Software and Mobile iPad Software	\$ 57,066.27	\$ 9,735.72	\$ 66,802.00
6-28-26 thru 6-27-27	Incident Reporting Software, Fire Inspection Software and Mobile iPad Software	\$ 66,802.00	\$ 5,000.00	\$ 71,802.00
6-28-27 thru 6-27-28	Incident Reporting Software, Fire Inspection Software and Mobile iPad Software	\$ 71,802.00	\$ 5,000.00	\$ 76,802.00

On May 9, 2023, City Council approved an extension of award to ESO Solutions, Inc. for providing Version 3 compliant Incident Reporting Software for the Fire Department for a period of five years.

On December 10, 2024, City Council approved an increase of award for the period of June 28, 2024 through June 27, 2025, from a total amount of \$36,580.59 to a total amount of \$57,066.27 (See attached resolution dated December 10, 2024).

The Fire Department uses the ESO Incident Reporting Software to record incidents that the department responds to on an annual basis. The software has the ability to report this information

to state and federal agencies, as well as acting as a billing agent for EMS invoicing. Over time, both the number of users in the department have increased and the incident volume has grown significantly.

The Fire Inspection Software is used by the City's fire inspectors to assist them when conducting their fire inspections at various businesses throughout the City. With this software, the inspectors are able to tie their reports directly into the BS&A system. They are also able to print out their inspection reports and distribute them immediately to the business.

Additionally, the Fire Department is seeking to add an additional Mobile iPad module that will allow users to enter incident reports along with apparatus and equipment checks. By transitioning from laptop computers to iPads, the department will attain significant savings by eliminating the need for paper documents and streamlining the department's process.

For the period June 28, 2025 through June 27, 2026, the City is being billed based on an estimated total number of incidents (20,326) and estimated total EMS incidents (15,535), along with a total number of one-hundred and thirty-eight (138) users.

<b>BILLINGS FOR THE PERIOD JUNE 28, 2025 THROUGH JUNE 27, 2026</b>	
Incident Reporting Software	\$50,439.41
Fire Inspection Software	\$10,875.43
Mobile iPad Software	\$ 2,487.16
Contingency Amount to account for actual billings	\$ 3,000.00
<b>TOTAL:</b>	<b>\$66,802.00</b>

For the periods commencing on June 28, 2026 and June 28, 2027, a \$5,000.00 amount has been added to the estimated annual cost to account for increases in incident reports, users, and to cover a 3% increase that is allowed annually per the ESO Incident Reporting Software Agreement.


Thus, this recommendation before your honorable body today, is for an increase of award for the final three (3) year periods, in the amounts shown in the table shown on Page 1.

Payments shall be made to ESO Solutions, Inc., P.O. Box 738310, Dallas, TX 75373.

Funds are available in the following Account: 101-1336-80100.

Respectfully Submitted,

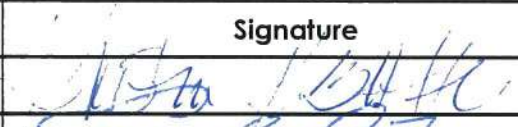
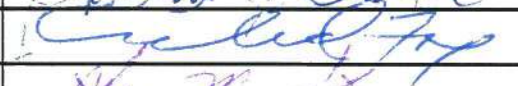

Read and Concur,



Shanah Turner  
Assistant Buyer



Craig Treppa  
Purchasing Agent

<b>Approved By:</b>	<b>Signature</b>	<b>Date</b>
Budget Director:		8/21/25
Controller:		8/21/25
<b>MAYOR:</b>		8/21, 2025

**CITY OF WARREN**  
*Office of the Council Secretary*

Item 4d

**INTER-OFFICE COMMUNICATION**

**DATE:** December 10, 2024

**TO:** Skip McAdams, Fire Commissioner

**SUBJECT:** Request of the Fire Department to increase the award for Incident Reporting Software to ESO Solutions, Inc, to cover the increase cost associated with the increased number of incidents and the increased number of users. Total increase amount of \$20,485.68. CONSIDERATION AND ADOPTION OF A RESOLUTION.

At a Regular meeting of the City Council held Tuesday, December 10, 2024, Council made the formal motion to approve the above listed item

Trusting this information to be of value.



Mindy Moore  
Council Secretary

cc: Attorney  
Clerk  
Mayor

**RESOLUTION**

Document No: SOL-W-9801  
Product or Service: Incident Reporting Software – Increase of Award  
Requesting Department: Fire

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on December 10, 2024 at 7 p.m. Local Time in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

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

ABSENT: Councilmembers: None

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

On May 9, 2023, City Council approved an extension of award to ESO Solutions, Inc., 9020 North Capital of Texas Highway, Building II-300, Austin, TX 78759 for providing Incident Reporting Software for a period of five years.

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is in the best interest of the Fire Department, and the City, to request an increase of the award in the total amount of \$20,485.68 for the periods shown in the table below.

PERIOD	DESCRIPTION	INITIAL AWARD	INCREASE OF AWARD	NEW AWARD
6-28-24 thru 6-27-25	Incident Reporting Software	\$ 36,580.59	\$ 10,278.97	\$46,859.56
6-26-24 thru 6-25-25	Fire Inspection Software		\$ 10,206.71	\$10,206.71
TOTALS:			\$ 20,485.68	\$ 57,066.27



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

Funds are available in the following Account: 101-1336-80100.

IT IS RESOLVED, that the increase of award to ESO Solutions, Inc. is hereby accepted by City Council in the amounts and time periods listed in the table above.

IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents in such form that meets with the satisfaction of the City Attorney if review is required.

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

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NAYS: Councilmembers: None

RESOLUTION DECLARED ADOPTED this 10th day of December, 2024.

Mindy Moore  
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  
December 10\_\_\_\_\_, 2024.

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Sonja Buffa  
City Clerk



Please send payments to:  
ESO Solutions, Inc.  
PO Box 738310  
Dallas, TX 75373-8310

## Invoice

Date: 5/29/2025  
Invoice #: ESO-168468  
Terms: Net 30  
Due Date: 6/28/2025  
PO#

### Bill To

Purchasing  
City of Warren  
One City Square Ste 425  
Warren MI 48093  
United States  
kkalmanic@warrenfiredept.org

### Ship To

Warren Fire Department  
23295 Schoenherr  
Warren  
MI 48099  
US

Item	From	To	QTY	UOM	List Amount	Discount	Total
<b>ESO EHR Suite</b> Patient care reporting suite, includes EHR web and mobile client, Quality Management, Ad-Hoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	6/28/2025	6/27/2026	15,535	Incidents	USD \$27,635.06	USD \$2,763.51	USD \$24,871.55
<b>EHR Fax</b> Enables faxing of patient care records to destination facilities.	6/28/2025	6/27/2026	15,535	Incidents	USD \$1,966.91	USD \$196.69	USD \$1,770.22
<b>EHR Cardiac Monitor Integration</b> Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.	6/28/2025	6/27/2026	15,535	Incidents	USD \$1,546.31	USD \$154.63	USD \$1,391.68
<b>EHR CAD Integration</b> Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.	6/28/2025	6/27/2026	15,535	Incidents	USD \$3,576.19	USD \$357.62	USD \$3,218.57
<b>EHR Billing Interface</b> Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	6/28/2025	6/27/2026	15,535	Incidents	USD \$949.27	USD \$94.93	USD \$854.34
<b>Personnel Management</b> Includes tracking of Training classes, certifications, credentials, Immunization records. Integrated with ESO EHR and Ad Hoc Reporting.	6/28/2025	6/27/2026	138	Employees	USD \$4,681.35	USD \$0.00	USD \$4,681.35
<b>Fire Incidents (by Volume)</b> Includes mobile application NFIRS widget, Auto EHR-Import or Auto-CAD Import, federal NFIRS data reporting, software updates and upgrades.	6/28/2025	6/27/2026	20,326	Incidents	USD \$12,069.05	USD \$0.00	USD \$12,069.05
<b>EHR CARES Extract</b> Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	6/28/2025	6/27/2026	15,535	Incidents	USD \$868.72	USD \$86.87	USD \$781.85



Please send payments to:  
ESO Solutions, Inc.  
PO Box 738310  
Dallas, TX 75373-8310

## Invoice

Date: 5/29/2025  
Invoice # ESO-168468  
Terms Net 30  
Due Date 6/28/2025  
PO#

### Invoice Message:

ACH/EFT bank information:  
JP Morgan Chase  
Routing: 111000614  
Account Number: 577211926

Check Remittance lockbox address:  
ESO Solutions, Inc.  
PO Box 738310  
Dallas, TX 75373-8310

Total (Without Tax):	USD \$50,439.41
Tax:	USD \$0.00
Grand Total:	USD \$50,439.41
Amount Paid/Credit:	USD \$0.00
Total Recurring:	USD \$50,439.41
Total One-Time:	
Invoice Balance:	USD \$50,439.41

Please submit payment remittances to [accountsreceivable@eso.com](mailto:accountsreceivable@eso.com) to ensure correct invoice application.

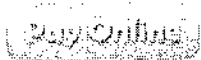
Amounts Invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: [AccountsReceivable@eso.com](mailto:AccountsReceivable@eso.com) 866-766-9471 option 8

Tax ID: 36-4566209

ESO will never e-mail you soliciting payment information. Please call us or e-mail [AccountsReceivable@eso.com](mailto:AccountsReceivable@eso.com) if you have any questions or wish to make a change.

This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.



For a 3% fee, pay via Card

Direct Card Payment Link: [https://app.suitesync.io/payments/acct\\_1FelgtGvY2g6ha85/cust/nvc/8534313/?amount=5195259.23](https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha85/cust/nvc/8534313/?amount=5195259.23)

Pay via Online Bank Transfer:

Direct Bank Transfer Link: [https://app.suitesync.io/payments/acct\\_1FelgtGvY2g6ha85/cust/nvc/8534313/?card=false](https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha85/cust/nvc/8534313/?card=false)



Please send payments to:  
ESO Solutions, Inc.  
PO Box 738310  
Dallas, TX 75373-8310

## Invoice

Date: 5/27/2025  
Invoice # ESO-168451  
Terms Net 30  
Due Date 6/26/2025  
PO#

**Bill To**

Purchasing  
City of Warren  
One City Square Ste 425  
Warren MI 48093  
United States  
[kkalmanir@warrenfiredept.org](mailto:kkalmanir@warrenfiredept.org)

**Ship To**

Warren Fire Department  
23295 Schoenherr  
Warren  
MI 48089  
US

Item	From	To	QTY	UOM	List Amount	Discount	Total
ESO Fire Discounted Bundle	6/26/2025	6/25/2026	6	Stations	USD \$12,083.81	USD \$1,208.38	USD \$10,875.43
Includes ESO Fire Incidents, Personnel Management, Properties and Inspections.							

**Invoice Message:**

Total (Without Tax): USD \$10,875.43  
Tax: USD \$0.00

**ACH/EFT bank information:**

JP Morgan Chase  
Routing: 111000614  
Account Number: 577211926

Grand Total: USD \$10,875.43  
Amount Paid/Credit: USD \$0.00  
Total Recurring: USD \$10,875.43

**Check Remittance lockbox address:**

ESO Solutions, Inc.  
PO Box 738310  
Dallas, TX 75373-8310

Total One-Time:  
Invoice Balance: USD \$10,875.43

Please submit payment remittances to [accountsreceivable@eso.com](mailto:accountsreceivable@eso.com) to ensure correct invoice application.

Amounts Invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

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Tax ID: 36-4566209

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This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.



For a 3% fee, pay via Card

Direct Card Payment Link: [https://app.sultesync.io/payments/acct\\_1FelgtGvY2g6ha8S/custinvc/8534296/?amount=1120169.29](https://app.sultesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/8534296/?amount=1120169.29)

Pay via Online Bank Transfer

Direct Bank Transfer Link: [https://app.sultesync.io/payments/acct\\_1FelgtGvY2g6ha8S/custinvc/8534296/?card=false](https://app.sultesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/8534296/?card=false)



Quote Date: 05/23/2025  
 Customer Name: Warren Fire Department (MI)  
 Quote #: Q-205453  
 Quote Expiration Date: 06/22/2025  
 ESO Account Manager: Rob Hlurichs

#### CUSTOMER CONTACT

Customer Warren Fire Department (MI)  
 Name William Alter  
 Email walter@warrenfiredept.org  
 Phone (586) 756-2800 ext 3400

#### BILLING CONTACT

Payor Warren Fire Department (MI)  
 Name Shanah Turner  
 Email sturner@cityofwarren.org  
 Phone (586) 756-2800 ext 3400  
 Address One City Square Ste 425  
 Warren MI, 48093  
 Billing Frequency Annual  
 Initial Term End Date 06-27-2028

#### Special Terms and Notes:

Notwithstanding anything to the contrary in this Quote, the Terms and Conditions or any other agreement between the parties, the following shall apply: Upon the Effective Date, this Quote terminates and replaces the current ESO EHR Subscription. Any Recurring Fee amount paid by Customer toward existing ESO EHR software subscription shall be applied on a pro-rated basis to the Software and/or Services on this Agreement.

#### EHR

Item	Description	Quantity	Unit Price	Total Price	Frequency
ESO EHR	15535 incidents		\$27,819.00	( \$460.29 )	Recurring
		Annual Recurring Fees	USD	27,358.71	
		One-Time Fees	USD	0.00	
		<b>TOTAL FEES</b>	<b>USD</b>	<b>2,487.16</b>	

For EHR, the following payment terms apply:

The subscription term shall begin 15 calendar days after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

Warren Fire Department  
ESO Annual Breakdown

8/21/25								
	Total Incidents	Total Incident Change	ESO EMS Estimated Incidents	EMS Incident Change	Actual EMS Incidents	Actual Employees	Total Invoices	Comments
		ESO Implemented October						
2018					13674	132	\$40,945.71	*included initial training
2019	19314	N/A	14478	N/A	14642	133	\$43,285.11	*inspection module added
2020	18607	-707	13461	-1017	14224	133	\$43,285.11	
2021	19277	670	14422	961	15686	134	\$49,562.85	
2022	19954	677	15189	767	15829	134	\$51,050.10	
2023	20685	731	15606	417	16104	166	\$57,066.27	
2024	21272	587	15939	333	16234	143	\$63,802.00	*includes iOS EHR app
2025	22000 (projected)		17000 (projected)		17500 (projected)	159		



### 3. LICENSE/SUBSCRIPTION TO SOFTWARE

- 3.1. Grant of license. In the case of Licensed Software, during the Term of this Agreement ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations and obligations contained in this Agreement. Such internal business purposes do not include reproduction or use by any parent, subsidiary, or affiliate of Customer, or any other third party, and Customer shall not permit any such use.
- 3.2. Grant of Subscription. In the case of SaaS, during the term of this Agreement Customer may access and use the SaaS, in such quantities as are set forth on the applicable Software Schedule; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations contained in this Agreement.
- 3.3. Restrictions on Use. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term of this Agreement. Customer recognizes that the Software and its components are protected by copyright and other laws.
- 3.4. Delivery. In the case of Licensed Software, ESO shall provide the Licensed Software to Customer through a reasonable system of electronic download. In the case of SaaS, ESO shall grant Customer access to SaaS promptly after the Effective Date.
- 3.5. Third-Party Software. Software may incorporate software and other technology owned and controlled by third parties ("Third-Party Software"). ESO is licensed to sublicense and distribute Third-Party Software. All Third-Party Software falls under the scope of this Agreement. Moreover, ESO neither accepts liability, nor warrants the functionality, reliability or accuracy of Third-Party Software, including but not limited to third-party mapping applications.

### 4. HOSTING, SLA & SUPPORT SERVICES

- 4.1. Hosting & Management. Customer shall be solely responsible for hosting and managing the Licensed Software. ESO shall be responsible for hosting and managing the SaaS.
- 4.2. Service Level Agreement. No credits shall be given in the event Customer's access to SaaS is delayed, impaired or otherwise disrupted (collectively, an "Outage"). If such Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for three consecutive months or three months in any rolling twelve-month period (collectively, "Uptime Commitment"), then Customer shall have the option to immediately terminate this Agreement; and ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.
- 4.3. Scheduled Downtime. In the event ESO determines that it is necessary to intentionally interrupt the SaaS or that there is a potential for the SaaS to be interrupted for the performance of system maintenance (collectively, "Scheduled Downtime"), ESO will use good-faith efforts to notify Customer of such Scheduled Downtime at least 72 hours in advance and will ensure Scheduled Downtime occurs during non-peak hours (midnight to 6 a.m. Central Time). In no event shall Scheduled Downtime constitute a failure of performance by ESO.
- 4.4. Support and Updates. During the Term of this Agreement, ESO shall provide to Customer the Support Services, in accordance with Exhibit B. Exhibit B is incorporated herein by reference.

### 5. FEES

- 5.1. Fees. In consideration of the rights granted and except in the event there is a Third-Party Payer (as defined below), Customer agrees to pay ESO the fees for the Software and/or Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "Fees"). The Fees are non-cancelable and non-refundable. Customer shall pay all invoices within thirty (30) days of receipt. In the event a third-party is paying some or all of the Fees on behalf of Customer ("Third-Party Payer"), the Software Schedule will state that payment obligation. The parties agree that Customer may replace the Third-Party Payer by submitting to ESO written notice memorializing the change. However, no such change shall be made until the then-current Term's renewal. Moreover, Customer is responsible for payment in the event the Third-Party Payer does not pay the Fees and Customer continues using the Software. For the avoidance of doubt, any such Addenda will become part of this Agreement.
- 5.2. Uplift on Renewal. Except during the Initial Discount Term, and in the instance of Overages (as defined below), Fees for Software, which recur annually, shall increase by three percent (3%) each year this Agreement is in effect. For the avoidance of doubt, the 3% increase shall not apply retroactively and shall only begin to take effect upon the fifth renewal of the Agreement.
- 5.3. Taxes and Fees. This Agreement is exclusive of all taxes and credit card processing fees, if applicable. Customer is responsible for and will remit (or will reimburse ESO upon ESO's request) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and

other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.

- 5.4. Appropriation of Funds. If Customer is a city, county or other government entity, the parties accept and agree that Customer has the right to terminate the Agreement at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid. Moreover, Customer agrees to provide ESO reasonable documentation evidencing such non-appropriation of funds.
- 5.5. Audit Rights. Except during the Special Discount Term, ESO may regularly audit Customer's use of the Software and charge Customer a higher annual Fee if Customer's usage has increased beyond the tier contracted for in the current Software Schedule or otherwise assess additional fees (for example, Customer is uploading more records into the Software than it has previously contracted for) (collectively, "Overages"). ESO may invoice for Overages immediately. Notwithstanding the foregoing, it is solely Customer's responsibility to report Overages to ESO in a timely manner.

## 6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for five years. Thereafter, the Term will renew for a maximum of five (5) successive one (1) year terms upon receipt of written authorization from Customer to renew, provided that the issuance of a Purchase Order by Customer to ESO shall constitute said written authorization. Said authorization must be delivered to ESO at least ten (10) days prior to the end of the then-current Term. The license period or subscription period shall begin on the date specified in the applicable Software Schedule, and this Agreement shall automatically be extended to ensure that the contract Term is coterminous with the subscription period or license period, as applicable.
- 6.2. Termination for Cause. Either party may terminate this Agreement or any individual Software Schedule for the other party's material breach by providing written notice. The breaching party shall have thirty days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.
- 6.3. Bankruptcy/Insolvency. This Agreement and any applicable Software Schedule may be terminated immediately upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party.
- 6.4. Effect of Termination.
- 6.4.1. If this Agreement or any Software Schedule is terminated by Customer prior to the expiration of its then-current term, for any reason other than ESO's breach, Customer agrees to immediately remit all unpaid Fees as set forth on the applicable Software Schedule equal to the Fees that will become due during the remaining Term.

6.4.2. If Customer terminates this Agreement or any Software Schedule as a result of ESO's breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro-rata basis to the extent such Fees are attributable to the period after the termination date.

6.4.3. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law.

6.4.4. Termination of this Agreement is without prejudice to any other right or remedy of the parties and shall not release either party from any liability (a) which at the time of termination, has already accrued to the other party, (b) which may accrue in respect of any act or omission prior to termination, or (c) from any obligation which is intended to survive termination.

- 6.5. Delivery of Data. If Customer requests its data within sixty (60) days of expiration or termination of this Agreement, ESO will provide Customer access to Customer Data in a searchable .pdf format within a reasonable time frame thereafter. ESO is under no obligation to retain Customer Data more than sixty (60) days after expiration or termination of this Agreement.

## 7. REPRESENTATIONS AND WARRANTIES

- 7.1. Material Performance of Software. ESO warrants and represents that the Software will materially perform in accordance with the Documentation provided by ESO, if any.
- 7.2. Warranty of Services. ESO warrants that its personnel are adequately trained and competent to perform Professional Services and/or Support Services and that each will be performed in a professional and workmanlike manner.
- 7.3. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.
- 7.4. Customer Cooperation. Customer agrees to reasonably and timely cooperate with ESO, including but not limited to providing ESO with reasonable access to its equipment, software, data and using current operating system(s).

8. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING OR OTHER



**WARREN FIRE DEPARTMENT**

23295 Schoenherr  
Warren, MI 48089  
(586) 756-2800  
[www.cityofwarren.org](http://www.cityofwarren.org)

August 13, 2025

Craig Treppa  
Purchasing Agent

Subject: ESO Solutions Inc., (SOL-W-9801) – Increase of Award

Craig

The Fire Department is requesting that City Council approve an increase in the award to ESO Solutions Inc. On May 9, 2023, the city extended our contract with ESO Solutions Inc., for an additional five (5) years for the use of their incident reporting software. Section 5.2 of the contract allows 3% annual rate increases and Section 5.5 allows ESO to review the number of users of their software along with the number of incidents entered into their software and apply the contractual rate to the actual number of users of their software and the total incidents entered into the software each year. In 2024, ESO audited our account and determined that the actual number of users (138) and the number of incidents (21,272) entered into their software increased over what was indicated when we entered into the initial five (5) year contract on June 4, 2018, and therefore adjusted our invoice upward accordingly using the same contractual rates but applying the rate to the increased number of users and incidents. The new totals are reflected in our 2024 invoice which required the department to request an increase in the award from \$36,580.59 to \$57,066.27 which was approved by council on December 10, 2024. Included in the spending authorization increase are the annual costs for other modules the department uses which were consolidated into a single billing period and invoice several years ago. Those modules include the Incident Reporting Software (\$50,439.41), Inspections Software (10,875.43) and Mobile (i-pads) Software (\$2,487.16). The total amount for all modules utilized by the department equals \$63,802.00. However, the department must provide actual numbers of users and incidents at the end of the calendar year which may require an additional payment to the vendor.

Therefore, the department is requesting that council authorize a spending increase for the period June 28, 2025, through June 27, 2026, from \$57,066.27 to **\$66,802.00** for the period July 28, 2025, through July 27, 2026, and to increase the award from \$66,802.00 for the period June 28, 2026, through June 27, 2027, to **\$71,802.00**, and to increase the award for the period June 28, 2027, through June 27, 2028, from \$71,802.00 to **\$76,802.00**. It should also be noted that included in the spending authorization increases includes sufficient moneys to account for the

3% annual increase along with potential cost increases for additional users and / or increased incident reports entered into the software based on actual year end totals.  
Funds are available in general ledger account number 101-1336-80100.

Please direct questions to my attention at ext. 3100.

Professionally,

A handwritten signature in black ink, appearing to read "W McAdams". The signature is fluid and cursive, with the first name "W" being large and prominent, followed by "McAdams" in a more compact script.

Wilburt McAdams  
Fire Commissioner

**RESOLUTION**

Document No: SOL-W-9801

Product or Service: ESO Solutions Inc., -- Increase of Award

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 May 9, 2023, City Council approved an extension of the award to ESO Solutions Inc., located at 9020 North Capital of Texas Highway, Building II-300, Austin TX 78759 for Incident reporting Software for an additional period of five (5) years.

Upon performing a diligent inquire, the Fire Commissioner has determined that it is in the best interest of the Fire Department and City, to request an increase of award to ESO Solutions Inc., to bring the total not to exceed annual amounts to **\$66,802.00** for the period June 28, 2025, through June 27, 2026; **\$71,802.00** for the period June 28, 2026, through June 27, 2027; **\$76,802.00** for the period June 28, 2027, through June 27, 2028. Payment shall be made to ESO Solutions, Inc., P.O. Box 738310, Dallas, TX 75373.

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

**Funds are available in General Ledger Account: 101-1336-80100.**

IT IS RESOLVED, that the increase of award to ESO Solutions Inc., is hereby accepted by City Council in the amounts and time periods described above.

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, PAUL WOJNO, 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.

\_\_\_\_\_  
MINDY MOORE  
City Clerk





**CITY CONTROLLER'S OFFICE**

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

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

DATE: AUGUST 21, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: SOL-W-9801; RECOMMENDATION TO INCREASE THE AWARD FOR INCIDENT REPORTING SOFTWARE

The Purchasing Division concurs with the Fire Department and recommends that City Council increase the award for Incident Reporting Software to ESO Solutions, Inc., 9020 North Capital of Texas Highway, Building II-300, Austin, TX 758759, for the periods and the not to exceed annual amounts shown in the table below.

PERIOD	DESCRIPTION	INITIAL AWARD	INCREASE OF AWARD	NEW AWARD
6-28-25 thru 6-27-26	Incident Reporting Software, Fire Inspection Software and Mobile iPad Software	\$ 57,066.27	\$ 9,735.72	\$ 66,802.00
6-28-26 thru 6-27-27	Incident Reporting Software, Fire Inspection Software and Mobile iPad Software	\$ 66,802.00	\$ 5,000.00	\$ 71,802.00
6-28-27 thru 6-27-28	Incident Reporting Software, Fire Inspection Software and Mobile iPad Software	\$ 71,802.00	\$ 5,000.00	\$ 76,802.00

On May 9, 2023, City Council approved an extension of award to ESO Solutions, Inc. for providing Version 3 compliant Incident Reporting Software for the Fire Department for a period of five years.

On December 10, 2024, City Council approved an increase of award for the period of June 28, 2024 through June 27, 2025, from a total amount of \$36,580.59 to a total amount of \$57,066.27 (See attached resolution dated December 10, 2024).

The Fire Department uses the ESO Incident Reporting Software to record incidents that the department responds to on an annual basis. The software has the ability to report this information

to state and federal agencies, as well as acting as a billing agent for EMS invoicing. Over time, both the number of users in the department have increased and the incident volume has grown significantly.

The Fire Inspection Software is used by the City's fire inspectors to assist them when conducting their fire inspections at various businesses throughout the City. With this software, the inspectors are able to tie their reports directly into the BS&A system. They are also able to print out their inspection reports and distribute them immediately to the business.

Additionally, the Fire Department is seeking to add an additional Mobile iPad module that will allow users to enter incident reports along with apparatus and equipment checks. By transitioning from laptop computers to iPads, the department will attain significant savings by eliminating the need for paper documents and streamlining the department's process.

For the period June 28, 2025 through June 27, 2026, the City is being billed based on an estimated total number of incidents (20,326) and estimated total EMS incidents (15,535), along with a total number of one-hundred and thirty-eight (138) users.

<b>BILLINGS FOR THE PERIOD JUNE 28, 2025 THROUGH JUNE 27, 2026</b>	
Incident Reporting Software	\$50,439.41
Fire Inspection Software	\$10,875.43
Mobile iPad Software	\$ 2,487.16
Contingency Amount to account for actual billings	\$ 3,000.00
<b>TOTAL:</b>	<b>\$66,802.00</b>

For the periods commencing on June 28, 2026 and June 28, 2027, a \$5,000.00 amount has been added to the estimated annual cost to account for increases in incident reports, users, and to cover a 3% increase that is allowed annually per the ESO Incident Reporting Software Agreement.

Thus, this recommendation before your honorable body today, is for an increase of award for the final three (3) year periods, in the amounts shown in the table shown on Page 1.

Payments shall be made to ESO Solutions, Inc., P.O. Box 738310, Dallas, TX 75373.

Funds are available in the following Account: 101-1336-80100.

Respectfully Submitted,




Read and Concur,



Shanah Turner  
Assistant Buyer



Craig Treppa  
Purchasing Agent

<b>Approved By:</b>	<b>Signature</b>	<b>Date</b>
Budget Director:		5/21/25
Controller:		5/21/25
<b>MAYOR:</b>		5.21.2025

**CITY OF WARREN**  
*Office of the Council Secretary*

Item 4d

**INTER-OFFICE COMMUNICATION**

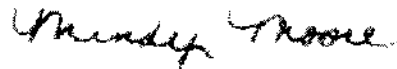
**DATE:** December 10, 2024

**TO:** Skip McAdams, Fire Commissioner

**SUBJECT:** Request of the Fire Department to increase the award for Incident Reporting Software to ESO Solutions, Inc, to cover the increase cost associated with the increased number of incidents and the increased number of users. Total increase amount of \$20,485.68. CONSIDERATION AND ADOPTION OF A RESOLUTION.

At a Regular meeting of the City Council held Tuesday, December 10, 2024, Council made the formal motion to approve the above listed item

Trusting this information to be of value.



Mindy Moore  
Council Secretary

cc: Attorney  
Clerk  
Mayor

**RESOLUTION**

Document No: SOL-W-9801  
Product or Service: Incident Reporting Software – Increase of Award  
Requesting Department: Fire

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on December 10, 2024 at 7 p.m. Local Time in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

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

Rogensues

ABSENT: Councilmembers: None

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

On May 9, 2023, City Council approved an extension of award to ESO Solutions, Inc., 9020 North Capital of Texas Highway, Building II-300, Austin, TX 78759 for providing Incident Reporting Software for a period of five years.

Upon performing a diligent inquiry, the Fire Commissioner has determined that it is in the best interest of the Fire Department, and the City, to request an increase of the award in the total amount of \$20,485.68 for the periods shown in the table below.

PERIOD	DESCRIPTION	INITIAL AWARD	INCREASE OF AWARD	NEW AWARD
6-28-24 thru 6-27-25	Incident Reporting Software	\$ 36,580.59	\$ 10,278.97	\$46,859.56
6-26-24 thru 6-25-25	Fire Inspection Software		\$ 10,206.71	\$10,206.71
TOTALS:			\$ 20,485.68	\$ 57,066.27

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

Funds are available in the following Account: 101-1336-80100.

IT IS RESOLVED, that the increase of award to ESO Solutions, Inc. is hereby accepted by City Council in the amounts and time periods listed in the table above.

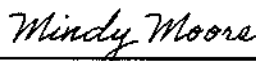
IT IS FURTHER RESOLVED, that the Purchasing Agent and/or Mayor and City Clerk are authorized to execute any such documents in such form that meets with the satisfaction of the City Attorney if review is required.

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

---

NAYS: Councilmembers: None

RESOLUTION DECLARED ADOPTED this 10th day of December, 2024.

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

**CERTIFICATION**

STATE OF MICHIGAN    )  
  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly elected City Clerk for the City of Warren, Macomb County,  
Michigan, hereby certifies that the foregoing is a true and correct copy of the resolution  
adopted by the Council of the City of Warren at its meeting held on  
December 10\_\_\_\_\_, 2024.

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



## Invoice

Please send payments to:  
ESO Solutions, Inc.  
PO Box 738310  
Dallas, TX 75373-8310

Date: 5/29/2025  
Invoice #: ESO-168468  
Terms: Net 30  
Due Date: 6/28/2025  
PO#

### Bill To

Purchasing  
City of Warren  
One City Square Ste 425  
Warren MI 48093  
United States  
kkalmanir@warrenfiredept.org

### Ship To

Warren Fire Department  
23295 Schoenherr  
Warren  
MI 48089  
US

Item	From	To	QTY	UOM	List Amount	Discount	Total
<b>ESO EHR Suite</b> Patient care reporting suite, includes EHR web and mobile client, Quality Management, AdHoc Reports, Analytics, Patient Tracker. Allows for unlimited users, unlimited mobile applications, live support, state and federal data reporting, ongoing weekly web training, software updates and upgrades.	6/28/2025	6/27/2026	15,535	Incidents	USD \$27,635.06	USD \$2,763.51	USD \$24,871.55
<b>EHR Fax</b> Enables faxing of patient care records to destination facilities.	6/28/2025	6/27/2026	15,535	Incidents	USD \$1,966.91	USD \$196.69	USD \$1,770.22
<b>EHR Cardiac Monitor Integration</b> Cardiac monitors integration. Allows for import of cardiac monitor data via local or cloud integration. Ongoing maintenance included. Unlimited connections.	6/28/2025	6/27/2026	15,535	Incidents	USD \$1,546.31	USD \$154.63	USD \$1,391.68
<b>EHR CAD Integration</b> Allows for integration of CAD data into EHR mobile and web application. Ongoing maintenance included. Additional fees from your CAD vendor may apply.	6/28/2025	6/27/2026	15,535	Incidents	USD \$3,576.19	USD \$357.62	USD \$3,218.57
<b>EHR Billing Interface</b> Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	6/28/2025	6/27/2026	15,535	Incidents	USD \$949.27	USD \$94.93	USD \$854.34
<b>Personnel Management</b> Includes tracking of Training classes, certifications, credentials, immunization records. Integrated with ESO EHR and Ad Hoc Reporting.	6/28/2025	6/27/2026	138	Employees	USD \$4,681.35	USD \$0.00	USD \$4,681.35
<b>Fire Incidents (by Volume)</b> Includes mobile application NFIRS widget, Auto EHR-Import or Auto-CAD Import, federal NFIRS data reporting, software updates and upgrades.	6/28/2025	6/27/2026	20,326	Incidents	USD \$12,869.85	USD \$0.00	USD \$12,869.85
<b>EHR CARES Extract</b> Allows for integration of discrete ePCR data into third-party billing software. Ongoing maintenance included.	6/28/2025	6/27/2026	15,535	Incidents	USD \$868.72	USD \$86.87	USD \$781.85





Please send payments to:  
ESO Solutions, Inc.  
PO Box 738310  
Dallas, TX 75373-8310

## Invoice

Date: 5/29/2025  
Invoice #: ESO-168468  
Terms: Net 30  
Due Date: 6/28/2025  
PO#

### Invoice Message:

**ACH/EFT bank information:**  
JP Morgan Chase  
Routing: 111000614  
Account Number: 577211926

**Check Remittance lockbox address:**  
ESO Solutions, Inc.  
PO Box 738310  
Dallas, TX 75373-8310

<b>Total (Without Tax):</b>	USD \$50,439.41
<b>Tax:</b>	USD \$0.00
<b>Grand Total:</b>	USD \$50,439.41
<b>Amount Paid/Credit:</b>	USD \$0.00
<b>Total Recurring:</b>	USD \$50,439.41
<b>Total One-Time:</b>	
<b>Invoice Balance:</b>	USD \$50,439.41

Please submit payment remittances to [accountsreceivable@eso.com](mailto:accountsreceivable@eso.com) to ensure correct invoice application.

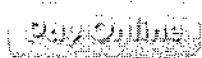
Amounts Invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: [AccountsReceivable@eso.com](mailto:AccountsReceivable@eso.com) 866-766-9471 option 8

Tax ID: 36-4566209

ESO will never e-mail you soliciting payment information. Please call us or e-mail [AccountsReceivable@eso.com](mailto:AccountsReceivable@eso.com) if you have any questions or wish to make a change.

This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.



For a 3% fee, pay via Card

Direct Card Payment Link: [https://app.suitesync.io/payments/acct\\_1FelgtGvY2g6ha8S/custinv/8534313/?amount=5195259.23](https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinv/8534313/?amount=5195259.23)

Pay via Online Bank Transfer

Direct Bank Transfer Link: [https://app.suitesync.io/payments/acct\\_1FelgtGvY2g6ha8S/custinv/8534313/?card=false](https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinv/8534313/?card=false)



Please send payments to:  
ESO Solutions, Inc.  
PO Box 738310  
Dallas, TX 75373-8310

## Invoice

Date: 5/27/2025  
Invoice # ESO-168451  
Terms Net 30  
Due Date 6/26/2025  
PO#

### Bill To

Purchasing  
City of Warren  
One City Square Ste 425  
Warren MI 48093  
United States  
[kkalmanir@warrenfiredept.org](mailto:kkalmanir@warrenfiredept.org)

### Ship To

Warren Fire Department  
23295 Schoenherr  
Warren  
MI 48089  
US

Item	From	To	QTY	UOM	List Amount	Discount	Total
ESO Fire Discounted Bundle	6/26/2025	6/25/2026	6	Stations	USD \$12,083.81	USD \$1,208.38	USD \$10,875.43
Includes ESO Fire Incidents, Personnel Management, Properties and Inspections.							

### Invoice Message:

Total (Without Tax): USD \$10,875.43  
Tax: USD \$0.00

### ACH/EFT bank information:

JP Morgan Chase  
Routing: 111000614  
Account Number: 577211926

Grand Total: USD \$10,875.43  
Amount Paid/Credit: USD \$0.00  
Total Recurring: USD \$10,875.43  
Total One-Time:  
Invoice Balance: USD \$10,875.43

### Check Remittance lockbox address:

ESO Solutions, Inc.  
PO Box 738310  
Dallas, TX 75373-8310

Please submit payment remittances to [accountsreceivable@eso.com](mailto:accountsreceivable@eso.com) to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: [AccountsReceivable@eso.com](mailto:AccountsReceivable@eso.com) 866-766-9471 option 8

Tax ID: 36-4566209

ESO will never e-mail you soliciting payment information. Please call us or e-mail [AccountsReceivable@eso.com](mailto:AccountsReceivable@eso.com) if you have any questions or wish to make a change.

This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.



### For a 3% fee, pay via Card

Direct Card Payment Link: [https://app.suitesync.io/payments/acct\\_1FelgtGvY2g6ha8S/custinvc/8534296/?amount=1120169.29](https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/8534296/?amount=1120169.29)

### Pay via Online Bank Transfer

Direct Bank Transfer Link: [https://app.suitesync.io/payments/acct\\_1FelgtGvY2g6ha8S/custinvc/8534296/?card=false](https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/8534296/?card=false)



Quote Date: 05/23/2025  
 Customer Name: Warren Fire Department (MI)  
 Quote #: Q-205453  
 Quote Expiration Date: 08/22/2025  
 ESO Account Manager: Rob Hinrichs

#### CUSTOMER CONTACT

Customer: Warren Fire Department (MI)  
 Name: William Alter  
 Email: walter@warrenfiredept.org  
 Phone: (586) 756-2800 ext 3400

#### BILLING CONTACT

Payor: Warren Fire Department (MI)  
 Name: Shanah Turner  
 Email: sturner@cityofwarren.org  
 Phone: (586) 756-2800 ext 3400  
 Address: One City Square Ste 425  
 Warren MI, 48093  
 Billing Frequency: Annual  
 Initial Term End Date: 06-27-2028

#### Special Terms and Notes:

Notwithstanding anything to the contrary in this Quote, the Terms and Conditions or any other agreement between the parties, the following shall apply: Upon the Effective Date, this Quote terminates and replaces the current ESO EHR Subscription. Any Recurring Fee amount paid by Customer toward existing ESO EHR software subscription shall be applied on a pro-rated basis to the Software and/or Services on this Agreement.

#### EHR

Item	Description	Unit Price	Quantity	Total Price	Frequency
ESO EHR	15535 incidents	\$27,819.00	( \$460.29 )	\$27,358.71	Recurring

Annual Recurring Fees	USD	27,358.71
One-Time Fees	USD	0.00
<b>TOTAL FEES</b>	<b>USD</b>	<b>2,487.16</b>

For EHR, the following payment terms apply:

The subscription term shall begin 15 calendar days after the Effective Date (Subscription Start Date). All Fees are invoiced on or about the Effective Date. After the Initial Term, Recurring Fees are due on the anniversary of the Subscription Start Date.

Warren Fire Department  
ESO Annual Breakdown

8/21/25								
	Total Incidents	Total Incident Change	ESO EMS Estimated Incidents	EMS Incident Change	Actual EMS Incidents	Actual Employees	Total Invoices	Comments
		ESO Implemented October						
2018					13674	132	\$40,945.71	*included initial training
2019	19314	N/A	14478	N/A	14642	133	\$43,285.11	*inspection module added
2020	18607	-707	13461	-1017	14224	133	\$43,285.11	
2021	19277	670	14422	961	15686	134	\$49,562.85	
2022	19954	677	15189	767	15829	134	\$51,050.10	
2023	20685	731	15606	417	16104	166	\$57,066.27	
2024	21272	587	15939	333	16234	143	\$63,802.00	*includes iOS EHR app
2025	22000 (projected)		17000 (projected)		17500 (projected)	159		

### 3. LICENSE/SUBSCRIPTION TO SOFTWARE

- 3.1. Grant of License. In the case of Licensed Software, during the Term of this Agreement ESO hereby grants Customer a limited, non-exclusive, non-transferable, non-assignable, revocable license to copy and use the Licensed Software, in such quantities as are set forth on the applicable Software Schedule and as necessary for Customer's internal business purposes; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations and obligations contained in this Agreement. Such internal business purposes do not include reproduction or use by any parent, subsidiary, or affiliate of Customer, or any other third party, and Customer shall not permit any such use.
- 3.2. Grant of Subscription. In the case of SaaS, during the term of this Agreement Customer may access and use the SaaS, in such quantities as are set forth on the applicable Software Schedule; provided that, Customer complies with the Restrictions on Use (Section 3.3) and other limitations contained in this Agreement.
- 3.3. Restrictions on Use. Except as provided in this Agreement or as otherwise authorized by ESO, Customer has no right to: (a) decompile, reverse engineer, disassemble, print, copy or display the Software or otherwise reduce the Software to a human perceivable form in whole or in part; (b) publish, release, rent, lease, loan, sell, distribute or transfer the Software to another person or entity; (c) reproduce the Software for the use or benefit of anyone other than Customer; (d) alter, modify or create derivative works based upon the Software either in whole or in part; or (e) use or permit the use of the Software for commercial time-sharing arrangements or providing service bureau, data processing, rental, or other services to any third party. The rights granted under the provisions of this Agreement do not constitute a sale of the Software. ESO retains all right, title, and interest in and to the Software, including without limitation all software used to provide the Software and all graphics, user interfaces, logos and trademarks reproduced through the Software, except to the limited extent set forth in this Agreement. This Agreement does not grant Customer any intellectual property rights in the Software or any of its components, except to the limited extent that this Agreement specifically sets forth Customer's rights to access, use, or copy the Software during the Term of this Agreement. Customer recognizes that the Software and its components are protected by copyright and other laws.
- 3.4. Delivery. In the case of Licensed Software, ESO shall provide the Licensed Software to Customer through a reasonable system of electronic download. In the case of SaaS, ESO shall grant Customer access to SaaS promptly after the Effective Date.
- 3.5. Third-Party Software. Software may incorporate software and other technology owned and controlled by third parties ("Third-Party Software"). ESO is licensed to sublicense and distribute Third-Party Software. All Third-Party Software falls under the scope of this Agreement. Moreover, ESO neither accepts liability, nor warrants the functionality, reliability or accuracy of Third-Party Software, including but not limited to third-party mapping applications.

### 4. HOSTING, SLA & SUPPORT SERVICES

- 4.1. Hosting & Management. Customer shall be solely responsible for hosting and managing the Licensed Software. ESO shall be responsible for hosting and managing the SaaS.
- 4.2. Service Level Agreement. No credits shall be given in the event Customer's access to SaaS is delayed, impaired or otherwise disrupted (collectively, an "Outage"). If such Outage, excluding Scheduled Downtime (as defined below), results in the service level uptime falling below 99% for three consecutive months or three months in any rolling twelve-month period (collectively, "Uptime Commitment"), then Customer shall have the option to immediately terminate this Agreement; and ESO will refund any prepaid, unearned Fees to Customer. This is Customer's sole remedy for ESO's breach of the Uptime Commitment.
- 4.3. Scheduled Downtime. In the event ESO determines that it is necessary to intentionally interrupt the SaaS or that there is a potential for the SaaS to be interrupted for the performance of system maintenance (collectively, "Scheduled Downtime"), ESO will use good-faith efforts to notify Customer of such Scheduled Downtime at least 72 hours in advance and will ensure Scheduled Downtime occurs during non-peak hours (midnight to 6 a.m. Central Time). In no event shall Scheduled Downtime constitute a failure of performance by ESO.
- 4.4. Support and Updates. During the Term of this Agreement, ESO shall provide to Customer the Support Services, in accordance with Exhibit B. Exhibit B is incorporated herein by reference.

### 5. FEES

- 5.1. Fees. In consideration of the rights granted and except in the event there is a Third-Party Payer (as defined below), Customer agrees to pay ESO the fees for the Software and/or Professional Services as set forth in the Software Schedule(s) or SOW(s) (collectively, "Fees"). The Fees are non-cancelable and non-refundable. Customer shall pay all invoices within thirty (30) days of receipt. In the event a third-party is paying some or all of the Fees on behalf of Customer ("Third-Party Payer"), the Software Schedule will state that payment obligation. The parties agree that Customer may replace the Third-Party Payer by submitting to ESO written notice memorializing the change. However, no such change shall be made until the then-current Term's renewal. Moreover, Customer is responsible for payment in the event the Third-Party Payer does not pay the Fees and Customer continues using the Software. For the avoidance of doubt, any such Addenda will become part of this Agreement.
- 5.2. Uplift on Renewal. Except during the Initial Discount Term, and in the instance of Overages (as defined below), Fees for Software, which recur annually, shall increase by three percent (3%) each year this Agreement is in effect. For the avoidance of doubt, the 3% increase shall not apply retroactively and shall only begin to take effect upon the fifth renewal of the Agreement.
- 5.3. Taxes and Fees. This Agreement is exclusive of all taxes and credit card processing fees, if applicable. Customer is responsible for and will remit (or will reimburse ESO upon ESO's request) all taxes of any kind, including sales, use, duty, customs, withholding, property, value-added, and

- other similar federal, state or local taxes (other than taxes based on ESO's income) related to this Agreement.
- 5.4. Appropriation of Funds. If Customer is a city, county or other government entity, the parties accept and agree that Customer has the right to terminate the Agreement at the end of the Customer's fiscal term for a failure by Customer's governing body to appropriate sufficient funds for the next fiscal year. Notwithstanding the foregoing, this provision shall not excuse Customer from past payment obligations or other Fees earned and unpaid. Moreover, Customer agrees to provide ESO reasonable documentation evidencing such non-appropriation of funds.
- 5.5. Audit Rights. Except during the Special Discount Term, ESO may regularly audit Customer's use of the Software and charge Customer a higher annual Fee if Customer's usage has increased beyond the tier contracted for in the current Software Schedule or otherwise assess additional fees (for example, Customer is uploading more records into the Software than it has previously contracted for) (collectively, "Overages"). ESO may invoice for Overages immediately. Notwithstanding the foregoing, it is solely Customer's responsibility to report Overages to ESO in a timely manner.
6. **TERM AND TERMINATION**
- 6.1. Term. The term of this Agreement (the "Term") shall commence on the Effective Date and continue for five years. Thereafter, the Term will renew for a maximum of five (5) successive one (1) year terms upon receipt of written authorization from Customer to renew, provided that the issuance of a Purchase Order by Customer to ESO shall constitute said written authorization. Said authorization must be delivered to ESO at least ten (10) days prior to the end of the then-current Term. The license period or subscription period shall begin on the date specified in the applicable Software Schedule, and this Agreement shall automatically be extended to ensure that the contract Term is coterminous with the subscription period or license period, as applicable.
- 6.2. Termination for Cause. Either party may terminate this Agreement or any individual Software Schedule for the other party's material breach by providing written notice. The breaching party shall have thirty days from receipt to cure such breach to the reasonable satisfaction of the non-breaching party.
- 6.3. Bankruptcy/Insolvency. This Agreement and any applicable Software Schedule may be terminated immediately upon the following: (a) the institution of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) the making of an assignment for the benefit of creditors by the other party; or (c) the dissolution of the other party.
- 6.4. Effect of Termination.
- 6.4.1. If this Agreement or any Software Schedule is terminated by Customer prior to the expiration of its then-current term, for any reason other than ESO's breach, Customer agrees to immediately remit all unpaid Fees as set forth on the applicable Software Schedule equal to the Fees that will become due during the remaining Term.
- 6.4.2. If Customer terminates this Agreement or any Software Schedule as a result of ESO's breach, then to the extent that Customer has prepaid any Fees, ESO shall refund to Customer any prepaid Fees on a pro-rata basis to the extent such Fees are attributable to the period after the termination date.
- 6.4.3. Upon termination of this Agreement or any Software Schedule, Customer shall cease all use of the Software and delete, destroy or return all copies of the Documentation and Licensed Software in its possession or control, except as required by law.
- 6.4.4. Termination of this Agreement is without prejudice to any other right or remedy of the parties and shall not release either party from any liability (a) which at the time of termination, has already accrued to the other party, (b) which may accrue in respect of any act or omission prior to termination, or (c) from any obligation which is intended to survive termination.
- 6.5. Delivery of Data. If Customer requests its data within sixty (60) days of expiration or termination of this Agreement, ESO will provide Customer access to Customer Data in a searchable .pdf format within a reasonable time frame thereafter. ESO is under no obligation to retain Customer Data more than sixty (60) days after expiration or termination of this Agreement.
7. **REPRESENTATIONS AND WARRANTIES**
- 7.1. Material Performance of Software. ESO warrants and represents that the Software will materially perform in accordance with the Documentation provided by ESO, if any.
- 7.2. Warranty of Services. ESO warrants that its personnel are adequately trained and competent to perform Professional Services and/or Support Services and that each will be performed in a professional and workmanlike manner.
- 7.3. Due Authority. Each party's execution, delivery and performance of this Agreement and each agreement or instrument contemplated by this Agreement has been duly authorized by all necessary corporate or government action.
- 7.4. Customer Cooperation. Customer agrees to reasonably and timely cooperate with ESO, including but not limited to providing ESO with reasonable access to its equipment, software, data and using current operating system(s).
8. **DISCLAIMER OF WARRANTIES.** EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, ESO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, TITLE, NON-INFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) ESO DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE IS SECURE FROM HACKING OR OTHER



**WARREN FIRE DEPARTMENT**

23295 Schoenherr  
Warren, MI 48089  
(586) 756-2800  
[www.cityofwarren.org](http://www.cityofwarren.org)

August 13, 2025

Craig Treppa  
Purchasing Agent

Subject: ESO Solutions Inc., (SOL-W-9801) – Increase of Award

Craig

The Fire Department is requesting that City Council approve an increase in the award to ESO Solutions Inc. On May 9, 2023, the city extended our contract with ESO Solutions Inc., for an additional five (5) years for the use of their incident reporting software. Section 5.2 of the contract allows 3% annual rate increases and Section 5.5 allows ESO to review the number of users of their software along with the number of incidents entered into their software and apply the contractual rate to the actual number of users of their software and the total incidents entered into the software each year. In 2024, ESO audited our account and determined that the actual number of users (138) and the number of incidents (21,272) entered into their software increased over what was indicated when we entered into the initial five (5) year contract on June 4, 2018, and therefore adjusted our invoice upward accordingly using the same contractual rates but applying the rate to the increased number of users and incidents. The new totals are reflected in our 2024 invoice which required the department to request an increase in the award from \$36,580.59 to \$57,066.27 which was approved by council on December 10, 2024. Included in the spending authorization increase are the annual costs for other modules the department uses which were consolidated into a single billing period and invoice several years ago. Those modules include the Incident Reporting Software (\$50,439.41), Inspections Software (10,875.43) and Mobile (i-pads) Software (\$2,487.16). The total amount for all modules utilized by the department equals \$63,802.00. However, the department must provide actual numbers of users and incidents at the end of the calendar year which may require an additional payment to the vender.

Therefore, the department is requesting that council authorize a spending increase for the period June 28, 2025, through June 27, 2026, from \$57,066.27 to \$66,802.00 for the period July 28, 2025, through July 27, 2026, and to increase the award from \$66,802.00 for the period June 28, 2026, through June 27, 2027, to \$71,802.00, and to increase the award for the period June 28, 2027, through June 27, 2028, from \$71,802.00 to \$76,802.00. It should also be noted that included in the spending authorization increases includes sufficient moneys to account for the



3% annual increase along with potential cost increases for additional users and / or increased incident reports entered into the software based on actual year end totals.  
Funds are available in general ledger account number 101-1336-80100.

Please direct questions to my attention at ext. 3100.

Professionally,

A handwritten signature in black ink, appearing to read "W McAdams". The signature is fluid and cursive, with the first name "W" being large and prominent, followed by "McAdams" in a more compact script.

Wilburt McAdams  
Fire Commissioner

**RESOLUTION**

Document No: SOL-W-9801

Product or Service: ESO Solutions Inc., -- Increase of Award

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 May 9, 2023, City Council approved an extension of the award to ESO Solutions Inc., located at 9020 North Capital of Texas Highway, Building II-300, Austin TX 78759 for Incident reporting Software for an additional period of five (5) years.

Upon performing a diligent inquire, the Fire Commissioner has determined that it is in the best interest of the Fire Department and City, to request an increase of award to ESO Solutions Inc., to bring the total not to exceed annual amounts to **\$66,802.00** for the period June 28, 2025, through June 27, 2026; **\$71,802.00** for the period June 28, 2026, through June 27, 2027; **\$76,802.00** for the period June 28, 2027, through June 27, 2028. Payment shall be made to ESO Solutions, Inc., P.O. Box 738310, Dallas, TX 75373.

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

**Funds are available in General Ledger Account: 101-1336-80100.**

IT IS RESOLVED, that the increase of award to ESO Solutions Inc., is hereby accepted by City Council in the amounts and time periods described above.

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, PAUL WOJNO, 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.

\_\_\_\_\_  
MINDY MOORE  
City Clerk



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

August 19, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren, Michigan


Re: Request for an Increase in Budgeted Appropriations – Sanitation

Dear Council Secretary Moore:

In correspondence dated August 18, 2025 the Sanitation Superintendent with the concurrence of the Public Service Director has indicated a need to this Council for an additional appropriation of funds in the amount of \$62,315.00 to cover the purchase of two (2) Flygt submersible grinder pumps for the Warren Transfer Station.  
A copy of the amending budget resolution is attached for Council action.

Respectfully,

  
Kristina K Battle  
Budget Director

Approved: 

Lori M. Stone, Mayor

cc: Rick Fox  
Dave Muzzarelli  
Kevin Kitka  
Wendy Sitek

RESOLUTION AMENDING GENERAL APPROPRIATIONS  
FOR FISCAL 2026 BUDGET

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held \_\_\_\_\_, 2025, at 7:00 o'clock p.m.  
Eastern 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, 2025 to June 30, 2026 was adopted by  
Council on May 13, 2025, and

WHEREAS, the Sanitation Superintendent with the concurrence of the Public Service  
Director has indicated a need to this Council for an additional appropriation of funds in the  
amount of \$62,315.00 to cover the purchase of two (2) Flygt submersible grinder pumps for the  
Warren Transfer Station,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for the Fiscal 2026 Budget approves the additional  
appropriation of funds to the following budget line items in the Sanitation Special Revenue Fund  
Budget for fiscal 2026 in the amount of \$62,315.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
226-9226-97400	Capital Improvements	\$ 62,315
<u>Transfer From:</u>		
226-0000-39001	Fund Balance Adjustment	\$ 62,315

BE IT FURTHER RESOLVED, that the City Council hereby revises the appropriations for the Sanitation Special Revenue Fund Budget for fiscal 2026 in the amount of \$62,315.00.

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 OF WARREN  
DIVISION OF SANITATION**

**INTER-OFFICE CORRESPONDENCE**

DATE: August 18, 2025  
TO: Kristina Battle, Budget Coordinator  
FROM: Kevin Kitka,,Superintendent  
RE: Pumps – Transfer Station

Kristina

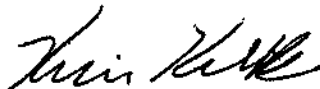
I am requesting that you to prepare a budget amendment for the August 26, 2025 City Council meeting.

The Sanitation Division is seeking to purchase two new Flygt submersible grinder pumps for the Warren Transfer Station.

The grinder pumps will mulch up any debris prior to pumping. Lawrence M. Clarke, Inc. has provided us with a quote for installation of the two new grinder pumps at a cost of \$62,314.88. LMC installed the original pump station and is very familiar with the site.

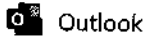
We would like a line item transfer of \$62,314.88 from the fund balance to complete the purchase of these pumps. The account number to be used is 226-9226-97400.

Thank you.



Kevin Kitka  
Superintendent





Outlook

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**Fw: Transfer station pump replacement**

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**From** Kris Battle <kbattle@cityofwarren.org>**Date** Tue 8/19/2025 9:03 AM**To** Kris Battle <kbattle@cityofwarren.org>

---

**From:** Tina Gapshes <tgapshes@cityofwarren.org>**Sent:** Friday, August 15, 2025 4:53 PM**To:** Craig Treppa <ctreppa@cityofwarren.org>**Cc:** Kevin Kitka <kkitka@cityofwarren.org>**Subject:** Transfer station pump replacement

Craig,

The pumps at the transfer station have failed due to too much debris and we are currently renting pumps. We would like to have two new Flygt submersible grinder pumps installed. The grinder pumps will mulch up any debris prior to pumping. Lawrence M. Clarke, Inc. has provided us with a quote for installation of the two new grinder pumps and to perform the needed retrofit for the grinder pump system. (see attached LMC quote).

LMC installed the original pump station and is very familiar with the site. LMC also helped facilitate the installation of the rental pumps. LMC is a qualified Flygt pump installer as shown on the attached letter from Kennedy Industries. Kennedy Industries is the only authorized representative for the state of Michigan for Flygt pumps (see sole source letter attached).

Kevin will give you the account number.

Thanks!

**Tina G. Gapshes, PE**

City Engineer

One City Square, Suite 300

Warren, MI 48093-2390

Phone: 586.759.9300

Fax: 586.759.9318

Email: tgapshes@cityofwarren.org





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

TO: Ms. Mindy Moore, City Council Secretary

DATE: August 12, 2025

**RE: CONSIDERATION AND ADOPTION OF RESOLUTION to approve Contract Modification No. 2 and FINAL to City Contract W-21-747, 14 Mile Road Water Main Replacement (Hayes Rd. to Van Dyke Ave.), decreasing the current amended contract amount by \$495,725.89 resulting in a Final contract amount of \$5,703,695.11; and to issue Payment No. 10 and Final in the amount of \$217,240.42 to Bricco Excavating Company.**

Attached hereto is a copy of the proposed Contract Modification No. 2 and Final to the City Contract W-21-747, 14 Mile Road Water Main Replacement (Hayes Rd. to Van Dyke Ave.).

The contract modification is for the final adjustment of quantities and balancing the pay items to as-constructed quantities, resulting in a decrease from the amended contract amount by \$495,725.89 resulting in a final contract amount of \$5,703,695.11.

The Engineering Division recommends that the Warren City Council approve the Contract Modification No. 2 and Final to the City Contract W-21-747, 14 Mile Road Water Main Replacement as presented in the attached documents. Availability of funding has been reviewed by the Budget Director as indicated in the attached resolution.

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

Sincerely,

Read and Concurred:

Read and Concurred:

DocuSigned by:

*Tina Gapshes*

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Tina G. Gapshes, P.E.  
City Engineer

DocuSigned by:

*David Muzzarelli*

A310AB08BBG84DD...

David Muzzarelli  
Public Service Director

Signed by:

*Kristina Battle*

F6FDC83AE1C142B...

Kristina Battle  
Budget Director

Approved as to Form:

Recommended to Council:

Signed by:

*Mary Michaels*

119806BF52344A1...

Mary Michaels  
Acting City Attorney

Signed by:

*Lori M. Stone*

76FABF22E3214B9...

Lori M. Stone  
Mayor

Attach: Contract Modification No. 2 and Final, City Council Resolution and a copy of Payment #10 and Final



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

## CONTRACT MODIFICATION

**DATE:** August 12, 2025

**CONTRACT:** W-21-747 14 Mile Road Water Main Replacement  
(Hayes Rd. to Van Dyke Ave.)

**MODIFICATION NO.:** 2 and Final

**TO:** Bricco Excavating Company  
21201 Meyers Road  
Oak Park, MI 48237

### NECESSITY FOR REVISION:

The contract modification is for the final adjustment of quantities and balancing the pay items to as-constructed quantities, resulting in a decrease from the amended contract amount by \$495,725.89 resulting in a final contract amount of \$5,703,695.11.

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

This document shall become an amendment to the Contract, and all provisions of the Contract will apply to all work performed. The total sum of \$495,725.89 is hereby deducted from the current amended contract amount of \$6,199,421.00, resulting in a final contract amount of \$5,703,695.11.

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

Accepted by:  Date: 8-13-25

Bricco Excavating Company (Contractor)

DocuSigned by:

Recommended by:  Date: 8/14/2025

FE012968B0704F1...

Tina Gapshes, P.E., City Engineer

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

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Lori M. Stone, Mayor

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Sonja Buffa, City Clerk





Engineering Division  
FINAL ADJUSTMENT OF QUANTITIES

CONTRACTOR: Brisco Excavating Company, LLC  
ADDRESS: 21181 Meyers Road, Oak Park, MI 48227

14 Mile Water Main Replacement, Hoover Road to Hayes Road

ITEM NO	DESCRIPTION	ORIGINAL BID QUANTITY	UNITS	CONTRACT UNIT PRICE	ORIGINAL BID AMOUNT	FINAL CONTRACT QUANTITY	FINAL CONTRACT AMOUNT	CHANGE CONTRACT QUANTITY	CHANGE CONTRACT AMOUNT
1	Pavement, Rem	1044	Syd	\$ 29.00	\$30,276.00	526.05	\$15,255.45	(518.0)	(\$15,020.55)
2	Sidewalk, Rem	4559	Sft	\$ 2.00	\$9,718.00	7618.70	\$15,237.40	2,759.7	\$5,519.40
3	Gate Valve and Box, Rem	1	Ea	\$ 330.00	\$330.00	0.00	\$0.00	(1.0)	(\$330.00)
4	Gate Valve and Well Rem	20	Ea	\$ 930.00	\$18,600.00	20.00	\$18,600.00	0.0	0.00
5	Hydrant, Rem	12	Ea	\$ 320.00	\$3,840.00	12.00	\$3,840.00	0.0	0.00
6	Water Main, Rem	200	Lft	\$ 10.00	\$2,000.00	221.00	\$2,210.00	21.0	210.00
7	Gas Main, Abandoned, Rem (As Needed)	100	Lft	\$ 7.00	\$700.00	208.00	\$1,456.00	108.0	756.00
8	Water Main, 12 inch, Abandon in Place	7513	Lft	\$ 4.00	\$30,452.00	7613.00	\$30,452.00	0.0	0.00
9	Water Main, 8 inch, Abandon in Place	424	Lft	\$ 4.00	\$1,696.00	424.00	\$1,696.00	0.0	0.00
10	Water Main, 6 inch, Abandon in Place	14	Lft	\$ 3.00	\$42.00	14.00	\$42.00	0.0	0.00
11	Water Main, 6 inch D.I.	16	Lft	\$ 127.00	\$2,032.00	0.00	\$0.00	(16.0)	(\$2,032.00)
12	Water Main, 8 inch D.I.	459	Lft	\$ 130.00	\$59,670.00	375.50	\$48,815.00	(83.5)	(\$10,855.00)
13	Water Main, 12 inch D.I.	12	Lft	\$ 175.00	\$2,100.00	55.00	\$9,625.00	43.0	7,525.00
14	Water Main, 12 inch, PPVC, DR18, HDD	7741	Lft	\$ 183.00	\$1,416,693.00	8780.00	\$1,606,740.00	1,039.0	190,137.00
15	Water Main, 12 inch, PPVC, DR18, Pipe Burst	784	Lft	\$ 176.00	\$137,984.00	0.00	\$0.00	(784.0)	(\$137,984.00)
16	Water Main, 12 inch, PPVC, DR18, Open Cut	954	Lft	\$ 183.00	\$176,412.00	384.00	\$66,612.00	(600.0)	(\$109,800.00)
17	Insulation Board, 2 inch	750	Sft	\$ 3.00	\$2,250.00	0.00	\$0.00	(750.0)	(\$2,250.00)
18	Water Service, (Type K Copper), 1"	18	Ea	\$ 2,700.00	\$48,600.00	25.00	\$67,500.00	7.0	18,900.00
19	Water Service, (Type K Copper), up to 2"	2	Ea	\$ 4,500.00	\$9,000.00	4.00	\$18,000.00	2.0	9,000.00
20	Water Service, (Type K Copper), 2-1/2" & larger	2	Ea	\$ 5,700.00	\$11,400.00	1.00	\$5,700.00	(1.0)	(\$5,700.00)
21	Wat Serv, Long, (Type K Copper), 1", incl. Bore Under Pavement	2	Ea	\$ 4,000.00	\$8,000.00	0.00	\$0.00	(2.0)	(\$8,000.00)
22	Wat Serv, Long, (Type K Copper), up to 2", incl. Bore Under Pavement	1	Ea	\$ 7,200.00	\$7,200.00	0.00	\$0.00	(1.0)	(\$7,200.00)
23	Wat Serv, Long, (Type K Copper), 2-1/2" & larger, incl. Bore Under Pavement	1	Ea	\$ 10,000.00	\$10,000.00	0.00	\$0.00	(1.0)	(\$10,000.00)
24	Gate Valve and Box, 6 inch	1	Ea	\$ 4,700.00	\$4,700.00	1.00	\$4,700.00	0.0	0.00
25	Gate Valve and Well, 8 inch	13	Ea	\$ 9,500.00	\$123,500.00	12.00	\$114,000.00	(1.0)	(\$9,500.00)
26	Gate Valve and Well, 12 inch	16	Ea	\$ 13,400.00	\$214,400.00	16.00	\$214,400.00	0.0	0.00
27	Hydrant Assembly	15	Ea	\$ 11,100.00	\$166,500.00	16.00	\$177,600.00	1.0	11,100.00
28	Water Main Line Stop, 8-12" Dia (As Needed)	1	Ea	\$ 12,000.00	\$12,000.00	0.00	\$0.00	(1.0)	(\$12,000.00)
29	Water Main Connection, 6 inch	1	Ea	\$ 9,500.00	\$9,500.00	0.00	\$0.00	(1.0)	(\$9,500.00)
30	Water Main Connection, 8 inch	17	Ea	\$ 9,500.00	\$161,500.00	18.00	\$171,000.00	1.0	9,500.00
31	Water Main Connection, 12 inch	3	Ea	\$ 11,700.00	\$35,100.00	4.00	\$46,800.00	1.0	11,700.00
32	Sanitary Lead Repair, 6" (As Needed)	100	Lft	\$ 25.00	\$2,500.00	0.00	\$0.00	(100.0)	(\$2,500.00)
33	Concrete Pavement, 8 inch, Nonreinf	50	Syd	\$ 80.00	\$4,000.00	0.00	\$0.00	(50.0)	(\$4,000.00)
34	Concrete Pavement, 8 inch w/Integral Curb, Nonreinf	1000	Syd	\$ 85.00	\$85,000.00	393.22	\$33,423.70	(606.8)	(\$51,576.30)
35	Driveway, Concrete, 6 inch, Nonreinf	60	Syd	\$ 100.00	\$6,000.00	66.50	\$6,650.00	6.5	650.00
36	Driveway, Concrete, 8 inch, 7 D Sack, Nonreinf	60	Syd	\$ 115.00	\$6,900.00	0.00	\$0.00	(60.0)	(\$6,900.00)
37	Sidewalk, Concrete, 4 inch	4000	Sft	\$ 8.00	\$32,000.00	5370.00	\$42,950.00	1,370.0	10,950.00
38	Concrete ADA Ramp, 7 inch w/ detectable warning	750	Sft	\$ 15.00	\$11,250.00	698.00	\$10,470.00	(52.0)	(\$780.00)
39	Aggregate Base, 6 inch, C/P, 21AA, Crushed Limestone	1050	Syd	\$ 24.00	\$25,200.00	498.05	\$11,953.20	(552.0)	(\$13,246.80)
40	HVA, Hand Patching	200	Ton	\$ 220.00	\$44,000.00	0.00	\$0.00	(200.0)	(\$44,000.00)
41	Subgrade Undercutting, 1 x 3	200	Cyd	\$ 59.00	\$11,800.00	0.00	\$0.00	(200.0)	(\$11,800.00)
42	Dr Structure Cover, Adj. Case 1	3	Ea	\$ 335.00	\$1,005.00	0.00	\$0.00	(3.0)	(\$1,005.00)
43	Dr Structure Cover, Adj. Case 2 (As Needed)	1	Ea	\$ 450.00	\$450.00	0.00	\$0.00	(1.0)	(\$450.00)
44	Cold Weather Protection (As Needed)	1400	Syd	\$ 10.00	\$14,000.00	590.00	\$5,900.00	(810.0)	(\$8,100.00)
45	Traffic Control and Maintenance (Materials, Equipment, and Labor)	1	Lsum	\$ 50,000.00	\$50,000.00	1.00	\$50,000.00	0.0	0.00
46	Maintenance Gravel	600	Ton	\$ 25.00	\$15,000.00	149.10	\$3,727.50	(450.9)	(\$11,272.50)
47	Sprinkler Head, Replace (As Needed)	40	Ea	\$ 55.00	\$2,200.00	30.00	\$1,650.00	(10.0)	(\$550.00)
48	Sprinkler Head, Replace (As Needed)	15	Ea	\$ 55.00	\$825.00	0.00	\$0.00	(15.0)	(\$825.00)
49	Sprinkler Line (As Needed)	300	Lft	\$ 5.00	\$1,500.00	528.00	\$2,640.00	228.0	1,140.00

50	Restoration - Hydroseeding (incl. 3" Topsoil, Seed & Fertilizer)	14000	Syd	\$ 11.00	\$154,000.00	10091.05	\$111,001.85	(3,908.9)	(42,998.34)
51	Restoration - Sod (incl. 3" Topsoil)	1200	Syd	\$ 13.00	\$15,600.00	0.00	\$0.00	(1,200.0)	(15,600.00)
52	Bonds, Insurance and Initial Set-Up Expense (Not to exceed 5%)	1	Lsum	\$ 165,000.00	\$165,000.00	1.00	\$165,000.00	0.0	0.00
53	Repair M/s-Marked or Unmarked Water Service	5	Ea	\$ 1,800.00	\$9,000.00	1.00	\$1,800.00	(4.0)	(7,200.00)
54	Downtime Due to M/s-Marked Water Service	30	Hr	\$ 200.00	\$6,000.00	19.00	\$3,800.00	(11.0)	(2,200.00)
55	Prefabricated Portable Sanitary Facility	1	Ea	\$ 1,000.00	\$1,000.00	1.00	\$1,000.00	0.0	0.00
56	Exploratory Excavation and Utility Locating	1	Lsum	\$ 30,000.00	\$30,000.00	1.00	\$30,000.00	0.0	0.00
57	Aerial Visual Filming	1	Lsum	\$ 26,500.00	\$26,500.00	1.00	\$26,500.00	0.0	0.00
58	Erosion Control Measures	1	Lsum	\$ 1,500.00	\$1,500.00	1.00	\$1,500.00	0.0	0.00
59	Contingency For Work Outside of the Original Pay Items	30000	Dlr	\$ 1.00	\$30,000.00	0.00	\$0.00	(30,000.0)	(30,000.00)
	Water Main, 8 inch, PPVC, Open Cut, \$1,836.00		Lft	\$ 130.00	\$0.00	37.2	\$4,836.00	37.2	4,836.00
	Concrete Pavement, 10 inch, Nonrent, \$4,160.75		Syd	\$ 93.50	\$0.00	44.50	\$4,160.75	44.5	4,160.75
	Concrete Pavement, 10 inch w/Integral Curb, Nonrent, \$2,524.50		Syd	\$ 93.50	\$0.00	27.00	\$2,524.50	27.0	2,524.50
	Sanitary Lead Lateral Locate, \$5,160.00		Ea	\$ 215.00	\$0.00	24.00	\$5,160.00	24.0	5,160.00
	Additional Traffic Control		Lsum	\$ 36.00	\$0.00	125.00	\$4,500.00	125.0	4,500.00
60	Permit Fee Advance	15000	Dlr	\$ 1.00	\$15,000.00	23012.00	\$23,012.00	8,012.0	8,012.00
<b>14 Mile Water Main Replacement, Van Dyke to Hoover Road</b>									
1	Pavement, Rem	2308	Syd	\$ 29.00	\$66,932.00	1617.41	\$46,904.89	(590.6)	(20,027.11)
2	Sidewalk, Rem	2281	Sft	\$ 2.00	\$4,562.00	2097.41	\$4,194.82	(183.6)	(357.18)
3	Sewer, Rem, Less than 24 inch	40	Ft	\$ 65.00	\$2,600.00	21.00	\$1,365.00	(19.0)	(1,235.00)
4	Dr Structure, Rem	1	Ea	\$ 750.00	\$750.00	0.00	\$0.00	(1.0)	(750.00)
5	Gate Valve & Well, Rem	8	Ea	\$ 930.00	\$7,440.00	9.00	\$8,370.00	1.0	930.00
6	Hydrant Assembly, Rem	8	Ea	\$ 320.00	\$2,560.00	10.00	\$3,200.00	1.0	320.00
7	Water Main, Rem	200	Ft	\$ 10.00	\$2,000.00	109.00	\$1,090.00	(91.0)	(910.00)
8	Gas Main, Abandoned, Rem (As Needed)	100	Ft	\$ 7.00	\$700.00	107.00	\$749.00	7.0	49.00
9	Water Main, 12 inch, Abandon in Place	5645	Ft	\$ 4.00	\$22,584.00	5646.00	\$22,584.00	0.0	0.00
10	Water Main, 8 inch, PPVC, C909, Open Cut	307	Ft	\$ 130.00	\$39,910.00	245.50	\$31,815.00	(61.5)	(7,995.00)
11	Water Main, 12 inch, PPVC, DR18, HDD	5374	Ft	\$ 183.00	\$983,142.00	5319.00	\$973,377.00	(55.0)	(10,065.00)
12	Water Main, 12 inch, PPVC, C909, Open Cut	278	Ft	\$ 183.00	\$51,057.00	356.00	\$70,638.00	107.0	19,581.00
13	Insulation Board, 2 inch	500	Sft	\$ 3.00	\$1,500.00	0.00	\$0.00	(500.0)	(1,500.00)
14	Water Service, (Type K Copper), 1 inch	18	Ea	\$ 2,700.00	\$48,600.00	22.00	\$59,400.00	4.0	10,800.00
15	Water Service, (Type K Copper), up to 2 inch	1	Ea	\$ 4,500.00	\$4,500.00	8.00	\$36,000.00	7.0	31,500.00
16	Water Service, (Type K Copper), 2-1/2 inch & larger	1	Ea	\$ 5,700.00	\$5,700.00	0.00	\$0.00	(1.0)	(5,700.00)
17	Gate Valve and Well, 8 inch	5	Ea	\$ 9,500.00	\$47,500.00	5.00	\$47,500.00	0.0	0.00
18	Gate Valve and Well, 12 inch	18	Ea	\$ 13,400.00	\$241,400.00	16.00	\$214,400.00	0.0	0.00
19	Hydrant Assembly	13	Ea	\$ 11,100.00	\$144,300.00	13.00	\$144,300.00	0.0	0.00
20	Water Main Line Stop, 8 - 12 Dia (As Needed)	1	Ea	\$ 12,000.00	\$12,000.00	0.00	\$0.00	(1.0)	(12,000.00)
21	Water Main Connection, 8 inch	12	Ea	\$ 9,500.00	\$114,000.00	12.00	\$114,000.00	0.0	0.00
22	Water Main Connection, 12 inch	2	Ea	\$ 11,700.00	\$23,400.00	2.00	\$23,400.00	0.0	0.00
23	Sanitary Lead Repair, 6 inch (as needed)	100	Ft	\$ 25.00	\$2,500.00	0.00	\$0.00	(100.0)	(2,500.00)
24	Sewer, 12 inch, C76, CHW w/ Sand Backfill	40	Ft	\$ 165.00	\$6,600.00	0.00	\$0.00	(40.0)	(6,600.00)
25	Catch Basin, Type B	1	Ea	\$ 3,500.00	\$3,500.00	0.00	\$0.00	(1.0)	(3,500.00)
26	Concrete Pavement, 8 inch w/Integral Curb, Nonrent	2163	Syd	\$ 85.00	\$183,855.00	1503.41	\$127,789.85	(659.6)	(56,065.15)
27	Lane Tie, Epoxy Anchored	654	Syd	\$ 10.00	\$6,540.00	1069.00	\$10,690.00	415.0	4,150.00
28	Driveway, Concrete, 6 inch, Nonrent	145	Syd	\$ 100.00	\$14,500.00	114.00	\$11,400.00	(31.0)	(3,100.00)
29	Sidewalk, Concrete, 4 inch	1504	Sft	\$ 8.00	\$12,032.00	1951.02	\$15,608.16	447.0	3,576.16
30	Concrete ADA Ramp, 7 inch w/ detectable warning	739	Sft	\$ 15.00	\$11,085.00	145.12	\$2,181.80	(592.9)	(8,893.20)
31	Aggregate Base, 6 inch, D/P, 21AA, Crushed Limestone	2288	Syd	\$ 24.00	\$54,864.00	1503.41	\$36,081.84	(782.6)	(18,782.16)
32	HMA, Hand Patching (As Needed)	50	Ton	\$ 220.00	\$11,000.00	0.00	\$0.00	(50.0)	(11,000.00)
33	Subgrade Undercutting, 1 x 3	200	Cyd	\$ 59.00	\$11,800.00	0.00	\$0.00	(200.0)	(11,800.00)
34	Dr Structure Cover, Adj. Case 1	3	Ea	\$ 335.00	\$1,005.00	0.00	\$0.00	(3.0)	(1,005.00)
35	Dr Structure Cover, Adj. Case 2 (As Needed)	1	Ea	\$ 450.00	\$450.00	0.00	\$0.00	(1.0)	(450.00)
36	Cold Weather Protection (As Needed)	100	Syd	\$ 10.00	\$1,000.00	1849.75	\$18,497.50	1,749.8	17,497.50
37	Traffic Control and Maintenance (Materials, Equipment, and Labor)	1	Lsum	\$ 50,000.00	\$50,000.00	1.00	\$50,000.00	0.0	0.00
38	Maintenance Gravel	85	Ton	\$ 25.00	\$2,125.00	700.39	\$17,509.75	615.4	15,384.75
39	Sign, Rem, Salvage and Erect	6	Ea	\$ 300.00	\$1,800.00	0.00	\$0.00	(6.0)	(1,800.00)

40	Sprinkler Head Replace (As Needed)	40	Ea	\$ 55.00	\$2,200.00	43.00	\$2,365.00	3.0	165.00
41	Sprinkler Head Relocate (As Needed)	15	Ea	\$ 55.00	\$825.00	0.00	\$0.00	(15.0)	(\$25.00)
42	Sprinkler Line (As Needed)	300	Ft	\$ 5.00	\$1,500.00	801.00	\$4,005.00	501.0	2,505.00
43	Restoration Hydroseeding (Incl 3 Topsoil Seed & Fertilizer)	15,000	Syd	\$ 11.00	\$165,000.00	5109.97	\$56,209.67	(9,690.0)	(108,790.33)
44	Restoration Sod (Incl 3 Topsoil)	1,200	Syd	\$ 13.00	\$15,600.00	0.00	\$0.00	(1,200.0)	(15,600.00)
45	BONDS INSURANCE AND INITIAL SET-UP EXPENSE (Not to exceed 3% of construction cost)	1	Lsum	\$ 165,000.00	\$165,000.00	1.00	\$165,000.00	0.0	0.00
46	Repair M's-Marked or Unmarked Water Service	5	Ea	\$ 1,600.00	\$9,000.00	2.00	\$3,600.00	(3.0)	(5,400.00)
47	Downtime Due to M's-Marked Water Service	30	Hr	\$ 200.00	\$6,000.00	14.50	\$2,900.00	(15.5)	(3,100.00)
48	Prefabricated Portable Sanitary Facility	1	Ea	\$ 1,000.00	\$1,000.00	2.00	\$2,000.00	1.0	1,000.00
49	Exploratory Excavation and Utility Locating	1	Lsum	\$ 30,000.00	\$30,000.00	1.00	\$30,000.00	0.0	0.00
50	Audio-Visual Filming	1	Lsum	\$ 26,500.00	\$26,500.00	1.00	\$26,500.00	0.0	0.00
51	Erosion Control Inlet Protection Fabric Drop	35	Ea	\$ 200.00	\$7,000.00	35.00	\$7,000.00	0.0	0.00
52	Erosion Control Silt Fence	1245	Ft	\$ 3.00	\$3,735.00	1750.00	\$5,250.00	505.0	1,515.00
53	Contingency For Work Outside of The Original Payments	30000	Dt	\$ 1.00	\$30,000.00	33361.85	\$33,361.85	3,361.9	3,361.85
	Sanitary Lead Locates	\$9,056.00							
	Sprinkler Line bore	\$200.00							
	T&M Remobilize and Bag Signs	\$24,105.85							
54	Permit Fee Allowance (MCPW = \$1000 MCDR = \$250 + 42 Fee = \$300000.5 = \$15000)	10000	Dt	\$ 1.00	\$10,000.00	10584.00	\$10,584.00	584.0	584.00
55	Material Cost Increase	67312.82	Dt	\$ 1.00	\$67,312.82	67312.82	\$67,312.82	0.0	0.00
							\$5,703,695.11		\$495,725.71

Original Contract Amount	\$3,483,335.00
Contract Modification No. 1	\$2,716,086.00
Amended Contract Amount	\$6,199,421.00
Final Contract Amount	\$5,703,695.11
Percent Change from the Amended Contract Amount	-8.00%



**RESOLUTION APPROVING CONTRACT MODIFICATION NO. 2 AND FINAL  
AND PAYMENT NUMBER 10 AND FINAL  
FOR  
TO CITY CONTRACT W-21-747  
14 MILE ROAD WATER MAIN REPLACEMENT  
(HAYES RD TO VAN DYKE AVE.)  
(BRICCO EXCAVATING COMPANY, LLC)**

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

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

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

The following preamble and resolution were offered by Councilmember

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

Bricco Excavating Company and the City of Warren entered into a contract titled W-21-747 14 Mile Road Water Main Replacement.

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

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

The Engineering Division recommends approval of the attached Contract Modification No. 2 and Final to the City Contract W-21-747 14 Mile Road Water Main Replacement with the Bricco

Excavating Company as submitted, decreasing the amended contract amount by \$495,725.89 resulting in a final contract amount of \$5,703,695.11.

The City Engineer also recommends that Payment No. 10 and Final to Bricco Excavating Company in the amount of \$217,240.42 be issued three (3) days after the approval of Contract Modification No. 2 and Final.

The Engineering Division further recommends Payment No. 10 and Final in the amount of \$217,240.42 for the work completed under the contract W-21-747, 14 Mile Road Water Main Replacement with Bricco Excavating Company after three (3) days of the City Council approval of the attached Contract Modification No. 2 and Final.

NOW, THEREFORE, IT IS RESOLVED, that the City of Warren does approve a modification to the Contract titled W-21-747, 14 Mile Road Water Main, awarded to Bricco Excavating Company, decreasing the amended contract amount by \$495,725.89, as presented in the attached Contract Modification No. 2 and Final.

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are hereby authorized to execute Contract Modification No. 2 and Final to City Project W-21-747, 14 Mile Road Water Main Replacement in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 10 and Final in the amount of \$217,240.42 payable to Bricco Excavating Company be issued after three (3) days of the City Council's approval of the Contract Modification No. 2 and Final including releasing any interest on retainage

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

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

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

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



CERTIFICATION

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF MACOMB    )

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

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

W-21-747 14 Mile Road Water Main Replacement  
Contract Modification 2 & Final  
Bricco Excavating Company



PUBLIC SERVICE DEPARTMENT  
ENGINEERING DIVISION

## PAYMENT REQUEST

Date : August 12, 2025

To : Sara Karpuk, Accountant III, Water Division

From : Engineering Division

Re :	Payment No.	<u>10 &amp; Final</u>	Payee :	<u>Bricco Excavating Company, LLC</u>
	Project No.	<u>W-21-747</u>		<u>21201 Meyers Road</u>
	Location	<u>14 Mile Road (Hoover to Van Dyke)</u>		<u>Oak Park, MI 48237</u>
	Improvement:	<u>Water Main Replacement</u>		

Original Contract Amount	(City Council Approval 7/12/2022)	<u>\$3,483,335.00</u>	
Contract Modification No. 1	(City Council Approval 2/13/2024)	<u>\$2,716,086.00</u>	
Proposed Contract Mod. No. 2 & Final		<u>(\$495,725.89)</u>	
Final Contract Amount			<u>\$5,703,695.11</u>

Total Work performed as of 6/30/25	<u>\$5,703,695.11</u>
Less Retainage 0.00%	<u>\$0.00</u>
Net Amount Earned to Date	<u>\$5,703,695.11</u>
Amount of Previous Payment Requests	<u>\$5,486,454.69</u>

Amount Due This Estimate

**\$217,240.42**

Retainage Previously Withheld	<u>\$135,804.30</u>
Retainage Change this Pay Estimate	<u>-\$135,804.30</u>

Chargeable to : Water and Sewer Infrastructure Fund	592-0000-21349	<b>\$217,240.42</b>
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The total revenue generated should be transferred from the construction account to the City general fund and be credited as revenue generated by the Division of Engineering.

Prepared and Approved for Payment by:

*Tina Gapsles*  
 Tina G. Gapsles, P.E.  
 City Engineer

cc: Payee

CONTRACTOR Brisco Excavating Company LLC  
 ADDRESS 21201 Meyers Road, Oak Park, MI 48237

DATE 8/12/2025  
 HRC Job # 20210014  
 HRC Job # 20200085

City of Warren  
 14 Mile Water Main Replacement, Hoover Road to Hayes Road  
 14 Mile Water Main Replacement, Van Dyke to Hoover Road  
 City Contract W-21-747  
 Pay Estimate No. 10 Final  
 For work through 8/12/25

Item No.	Item	Original Contract Quantity	Unit	Contract Bid Price	Original Bid Amount	Auth. Qty to Date	Payment
1	Pavement, Rem	1044	Syd	\$ 29.00	\$ 30,276.00	526.05	\$ 15,255.45
2	Sidewalk, Rem	4859	Sft	\$ 2.00	\$ 9,718.00	7618.70	\$ 15,237.40
3	Gate Valve and Box, Rem	1	Ea	\$ 330.00	\$ 330.00	0.00	\$ -
4	Gate Valve & Well, Rem	20	Ea	\$ 930.00	\$ 18,600.00	20.00	\$ 18,600.00
5	Hydrant, Rem	12	Ea	\$ 320.00	\$ 3,840.00	12.00	\$ 3,840.00
6	Water Main, Rem	200	Lft	\$ 10.00	\$ 2,000.00	221.00	\$ 2,210.00
7	Gas Main, Abandoned, Rem (As Needed)	100	Lft	\$ 7.00	\$ 700.00	208.00	\$ 1,456.00
8	Water Main, 12 inch Abandon in Place	7613	Lft	\$ 4.00	\$ 30,452.00	7613.00	\$ 30,452.00
9	Water Main, 8 inch, Abandon in Place	424	Lft	\$ 4.00	\$ 1,696.00	424.00	\$ 1,696.00
10	Water Main, 6 inch, Abandon in Place	14	Lft	\$ 3.00	\$ 42.00	14.00	\$ 42.00
11	Water Main, 6 inch D.I.	16	Lft	\$ 127.00	\$ 2,032.00	0.00	\$ -
12	Water Main, 8 inch D.I.	459	Lft	\$ 130.00	\$ 59,670.00	375.50	\$ 48,815.00
13	Water Main, 12 inch D.I.	12	Lft	\$ 175.00	\$ 2,100.00	55.00	\$ 9,625.00
14	Water Main, 12 inch, FPVC, DR18, HDD	7741	Lft	\$ 183.00	\$ 1,416,603.00	8780.00	\$ 1,606,740.00
15	Water Main, 12 inch, FPVC, DR18, Pipe Burst	784	Lft	\$ 176.00	\$ 137,984.00	0.00	\$ -
16	Water Main, 12 inch, FPVC, DR18, Open Cut	964	Lft	\$ 183.00	\$ 176,412.00	364.00	\$ 66,612.00
17	Insulation Board, 2 inch	750	Sft	\$ 3.00	\$ 2,250.00	0.00	\$ -
18	Water Service, (Type K Copper), 1"	18	Ea	\$ 2,700.00	\$ 48,600.00	25.00	\$ 67,500.00
19	Water Service, (Type K Copper, up to), 2"	2	Ea	\$ 4,500.00	\$ 9,000.00	4.00	\$ 18,000.00
20	Water Service, (Type K Copper), 2-1/2" & larger	2	Ea	\$ 5,700.00	\$ 11,400.00	1.00	\$ 5,700.00
21	Wat Serv, Long (Type K Copper), 1", incl. Bore Under Pavement	2	Ea	\$ 4,000.00	\$ 8,000.00	0.00	\$ -
22	Wat Serv, Long (Type K Copper), up to 2", incl. Bore Under Pavement	1	Ea	\$ 7,200.00	\$ 7,200.00	0.00	\$ -
23	Wat Serv, Long (Type K Copper), 2-1/2" & larger, incl. Bore Under Pavement	1	Ea	\$ 10,000.00	\$ 10,000.00	0.00	\$ -
24	Gate Valve and Box, 6 inch	1	Ea	\$ 4,700.00	\$ 4,700.00	1.00	\$ 4,700.00
25	Gate Valve and Well, 8 inch	13	Ea	\$ 9,500.00	\$ 123,500.00	12.00	\$ 114,000.00
26	Gate Valve and Well, 12 inch	16	Ea	\$ 13,400.00	\$ 214,400.00	16.00	\$ 214,400.00
27	Hydrant Assembly	15	Ea	\$ 11,100.00	\$ 166,500.00	16.00	\$ 177,600.00
28	Water Main Line Stop, 8"-12" Dia (As Needed)	1	Ea	\$ 12,000.00	\$ 12,000.00	0.00	\$ -
29	Water Main Connection, 6 inch	1	Ea	\$ 9,500.00	\$ 9,500.00	0.00	\$ -
30	Water Main Connection, 8 inch	17	Ea	\$ 9,500.00	\$ 161,500.00	18.00	\$ 171,000.00
31	Water Main Connection, 12 inch	3	Ea	\$ 11,700.00	\$ 35,100.00	4.00	\$ 46,800.00
32	Sanitary Lead Repair, 6" (As Needed)	100	Lft	\$ 25.00	\$ 2,500.00	0.00	\$ -
33	Concrete Pavement, 8 inch, Nonreinf	50	Syd	\$ 80.00	\$ 4,000.00	0.00	\$ -
34	Concrete Pavement, 8 inch w/Integral Curb, Nonreinf	1000	Syd	\$ 85.00	\$ 85,000.00	393.22	\$ 33,423.70
35	Driveway, Concrete, 6 inch, Nonreinf	60	Syd	\$ 100.00	\$ 6,000.00	66.50	\$ 6,650.00
36	Driveway, Concrete, 8 inch, 7.0 Sack, Nonreinf	60	Syd	\$ 115.00	\$ 6,900.00	0.00	\$ -
37	Sidewalk, Concrete, 4 inch	4000	Sft	\$ 8.00	\$ 32,000.00	5370.00	\$ 42,960.00
38	Concrete ADA Ramp, 7 inch w/ detectable warning	750	Sft	\$ 15.00	\$ 11,250.00	698.00	\$ 10,470.00

## City of Warren

14 Mile Water Main Replacement, Hoover Road to Hayes Road

14 Mile Water Main Replacement, Van Dyke to Hoover Road

City Contract W-21-747

Pay Estimate No. 10 Final

For work through 8/12/25

39	Aggregate Base, 6 inch, CIP, 21AA, Crushed Limestone	1050	Syd	\$ 24.00	\$ 25,200.00	498.05	\$ 11,953.20
40	HMA, Hand Patching	200	Ton	\$ 220.00	\$ 44,000.00	0.00	\$ -
41	Subgrade Undercutting, 1 x 3	200	Cyd	\$ 59.00	\$ 11,800.00	0.00	\$ -
42	Dr Structure Cover, Adj, Case 1	3	Ea	\$ 335.00	\$ 1,005.00	0.00	\$ -
43	Dr Structure Cover, Adj, Case 2 (As Needed)	1	Ea	\$ 450.00	\$ 450.00	0.00	\$ -
44	Cold Weather Protection (As Needed)	1400	Syd	\$ 10.00	\$ 14,000.00	590.00	\$ 5,900.00
45	Traffic Control and Maintenance (Materials, Equipment, and Labor)	1	Lsum	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00
46	Maintenance Gravel	600	Ton	\$ 25.00	\$ 15,000.00	149.10	\$ 3,727.50
47	Sprinkler Head, Replace (As Needed)	40	Ea	\$ 55.00	\$ 2,200.00	30.00	\$ 1,850.00
48	Sprinkler Head, Relocate (As Needed)	15	Ea	\$ 55.00	\$ 825.00	0.00	\$ -
49	Sprinkler Line (As Needed)	300	Lft	\$ 5.00	\$ 1,500.00	528.00	\$ 2,640.00
50	Restoration - Hydroseeding (incl. 3" Topsoil, Seed & Fertilizer)	14000	Syd	\$ 11.00	\$ 154,000.00	10091.06	\$ 111,001.66
51	Restoration, Sod (Incl. 3" Topsoil)	1200	Syd	\$ 13.00	\$ 15,600.00	0.00	\$ -
52	Bonds, Insurance and Initial Set-Up Expense (Not to exceed 5%)	1	Lsum	\$ 165,000.00	\$ 165,000.00	1.00	\$ 165,000.00
53	Repair Mis-Marked or Unmarked Water Service	5	Ea	\$ 1,800.00	\$ 9,000.00	1.00	\$ 1,800.00
54	Downtime Due to Mis-Marked Water Service	30	Hr	\$ 200.00	\$ 8,000.00	19.00	\$ 3,800.00
55	Prefabricated Portable Sanitary Facility	1	Ea	\$ 1,000.00	\$ 1,000.00	1.00	\$ 1,000.00
56	Exploratory Excavation and Utility Locating	1	Lsum	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00
57	Audio-Visual Filming	1	Lsum	\$ 26,500.00	\$ 26,500.00	1.00	\$ 26,500.00
58	Erosion Control Measures	1	Lsum	\$ 1,500.00	\$ 1,500.00	1.00	\$ 1,500.00
59	Contingency For Work Outside of the Original Pay Items	30000	Dlr	\$ 1.00	\$ 30,000.00	0.00	\$ -
60	Permit Fee Allowance	15000	Dlr	\$ 1.00	\$ 15,000.00	23012.00	\$ 23,012.00
	CONTINGENCY ITEMS						
61	Additional Traffic Control		Lsum	\$ 36.00	\$ 36.00	125.00	\$ 4,500.00
62	Water Main, 8 inch, FPVC, Open Cut		Lft	\$ 130.00	\$ 130.00	37.20	\$ 4,835.00
63	Concrete Pavement, 10 inch, Nonreinf		Syd	\$ 93.50	\$ 93.50	44.50	\$ 4,160.75
64	Concrete Pavement, 10 inch w/Integral Curb, Nonreinf		Syd	\$ 93.50	\$ -	27.00	\$ 2,524.50
65	Sanitary Lead Lateral Locate		Ea	\$ 215.00	\$ -	24.00	\$ 5,160.00

## Contract Modification No. 1: Extension of contract funding increase for additional water main replacement along 14 Mile Road from Hoover to Van Dyke

DEMOLITION ITEMS							
Item No.	Item	Unit	Quantity	Unit Price	Amount	Auth. Qty to Date	Payment
1	Pavement, Rem	Syd	2308	\$ 29.00	\$ 66,932.00	1617.41	\$ 46,904.89
2	Sidewalk, Rem	Sft	2281	\$ 2.00	\$ 4,562.00	2097.41	\$ 4,194.82
3	Sewer, Rem, Less than 24 inch	Ft	40	\$ 65.00	\$ 2,600.00	21.00	\$ 1,365.00
4	Dr Structure, Rem	Ea	1	\$ 750.00	\$ 750.00	0.00	\$ -
5	Gate Valve & Well, Rem	Ea	8	\$ 930.00	\$ 7,440.00	9.00	\$ 8,370.00
6	Hydrant Assembly, Rem	Ea	9	\$ 320.00	\$ 2,880.00	10.00	\$ 3,200.00
7	Water Main, Rem	Ft	200	\$ 10.00	\$ 2,000.00	109.00	\$ 1,090.00
8	Gas Main, Abandoned, Rem (As Needed)	Ft	100	\$ 7.00	\$ 700.00	107.00	\$ 749.00
9	Water Main, 12 inch, Abandon in Place	Ft	5646	\$ 4.00	\$ 22,584.00	5646.00	\$ 22,584.00
10	Water Main, 8 inch, PVC0, C909, Open Cut	Ft	307	\$ 130.00	\$ 39,910.00	245.50	\$ 31,915.00



City of Warren  
14 Mile Water Main Replacement, Hoover Road to Hayes Road  
14 Mile Water Main Replacement, Van Dyke to Hoover Road  
City Contract W-21-747  
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For work through 8/12/25

11	Water Main, 12 inch, FPVC, DR18, HDD	Ft	5374	\$ 183.00	\$ 983,442.00	5319.00	\$ 973,377.00
12	Water Main, 12 inch, PVCO, C909, Open Cut	Ft	279	\$ 183.00	\$ 51,057.00	386.00	\$ 70,638.00
13	Insulation Board, 2 inch	Sft	500	\$ 3.00	\$ 1,500.00	0.00	\$ -
14	Water Service, (Type K Copper), 1 inch	Ea	18	\$ 2,700.00	\$ 48,600.00	22.00	\$ 59,400.00
15	Water Service, (Type K Copper, up to), 2 inch	Ea	1	\$ 4,500.00	\$ 4,500.00	8.00	\$ 36,000.00
16	Water Service, (Type K Copper), 2-1/2 inch & larger	Ea	1	\$ 5,700.00	\$ 5,700.00	0.00	\$ -
17	Gate Valve and Well, 8 inch	Ea	5	\$ 9,500.00	\$ 47,500.00	5.00	\$ 47,500.00
18	Gate Valve and Well, 12 inch	Ea	16	\$ 13,400.00	\$ 214,400.00	16.00	\$ 214,400.00
19	Hydrant Assembly	Ea	13	\$ 11,100.00	\$ 144,300.00	13.00	\$ 144,300.00
20	Water Main Line Stop, 8" - 12" Dia (As Needed)	Ea	1	\$ 12,000.00	\$ 12,000.00	0.00	\$ -
21	Water Main Connection, 8 inch	Ea	12	\$ 9,500.00	\$ 114,000.00	12.00	\$ 114,000.00
22	Water Main Connection, 12 inch	Ea	2	\$ 11,700.00	\$ 23,400.00	2.00	\$ 23,400.00
23	Sanitary Lead Repair, 6 inch (as needed)	Ft	100	\$ 25.00	\$ 2,500.00	0.00	\$ -
24	Sewer, 12 inch C76, CI IV w/Sand Backfill	Ft	40	\$ 165.00	\$ 6,600.00	0.00	\$ -
25	Catch Basin, Type "B"	Ea	1	\$ 3,500.00	\$ 3,500.00	0.00	\$ -
26	Concrete Pavement, 8 inch w/Integral Curb, Nonreinf	Syd	2163	\$ 85.00	\$ 183,855.00	1503.41	\$ 127,789.85
27	Lane Tie, Epoxy Anchored	Syd	654	\$ 10.00	\$ 6,540.00	1069.00	\$ 10,690.00
28	Driveway, Concrete, 6 inch, Nonreinf	Syd	145	\$ 100.00	\$ 14,500.00	114.00	\$ 11,400.00
29	Sidewalk, Concrete, 4 inch	Sft	1504	\$ 8.00	\$ 12,032.00	1951.02	\$ 15,608.16
30	Concrete ADA Ramp, 7 inch w/detectable warning	Sft	739	\$ 15.00	\$ 11,085.00	146.12	\$ 2,191.80
31	Aggregate Base, 6 inch, CIP, 21AA, Crushed Limestone	Syd	2286	\$ 24.00	\$ 54,864.00	1503.41	\$ 36,081.84
32	HMA, Hand Patching (as Needed)	Ton	50	\$ 220.00	\$ 11,000.00	0.00	\$ -
33	Subgrade Undercutting, 1 x 3	Cyd	200	\$ 59.00	\$ 11,800.00	0.00	\$ -
34	Dr Structure Cover, Adj, Case 1	Ea	3	\$ 335.00	\$ 1,005.00	0.00	\$ -
35	Dr Structure Cover, Adj, Case 2 (As Needed)	Ea	1	\$ 450.00	\$ 450.00	0.00	\$ -
36	Cold Weather Protection (As Needed)	Syd	100	\$ 10.00	\$ 1,000.00	1849.75	\$ 18,497.50
37	Traffic Control and Maintenance (Materials, Equipment, and Labor)	Lsum	1	\$ 50,000.00	\$ 50,000.00	1.00	\$ 50,000.00
38	Maintenance Gravel	Ton	85	\$ 25.00	\$ 2,125.00	700.39	\$ 17,509.75
39	Sign, Rem, Salv and Erect	Ea	6	\$ 300.00	\$ 1,800.00	0.00	\$ -
40	Sprinkler Head, Replace (As Needed)	Ea	40	\$ 55.00	\$ 2,200.00	43.00	\$ 2,365.00
41	Sprinkler Head, Relocate (As Needed)	Ea	15	\$ 55.00	\$ 825.00	0.00	\$ -
42	Sprinkler Line (As Needed)	Ft	300	\$ 5.00	\$ 1,500.00	801.00	\$ 4,005.00
43	Restoration, Hydroseeding (Incl 3" Topsoil, Seed & Fertilizer)	Syd	15,000	\$ 11.00	\$ 165,000.00	5109.97	\$ 56,209.67
44	Restoration, Sod (Incl 3" Topsoil)	Syd	1,200	\$ 13.00	\$ 15,600.00	0.00	\$ -
45	BONDS, INSURANCE AND INITIAL SET-UP EXPENSE (Not to exceed 3% of cc	Lsum	1	\$ 165,000.00	\$ 165,000.00	1.00	\$ 165,000.00
46	Repair Mis-Marked or Unmarked Water Service	Ea	5	\$ 1,800.00	\$ 9,000.00	2.00	\$ 3,600.00
47	Downtime Due to Mis-Marked Water Service	Hr	30	\$ 200.00	\$ 6,000.00	14.50	\$ 2,900.00
48	Prefabricated Portable Sanitary Facility	Ea	1	\$ 1,000.00	\$ 1,000.00	2.00	\$ 2,000.00
49	Exploratory Excavation and Utility Locating	Lsum	1	\$ 30,000.00	\$ 30,000.00	1.00	\$ 30,000.00
50	Audio-Visual Filming	Lsum	1	\$ 26,500.00	\$ 26,500.00	1.00	\$ 26,500.00
51	Erosion Control, Inlet Protection, Fabric Drop	Ea	35	\$ 200.00	\$ 7,000.00	35.00	\$ 7,000.00
52	Erosion Control, Silt Fence	Ft	1245	\$ 3.00	\$ 3,735.00	1750.00	\$ 5,250.00

City of Warren  
 14 Mile Water Main Replacement, Hoover Road to Hayes Road  
 14 Mile Water Main Replacement, Van Dyke to Hoover Road  
 City Contract W-21-747  
 Pay Estimate No. 10 Final  
 For work through 8/12/25

53	Contingency For Work Outside of The Original Pay Items	Dir	30000	\$ 1.00	\$ 30,000.00	0.00	\$ -
	Sanitary Lead Locates	Isum	1	\$ 9,056.00		0.00	\$ 9,056.00
	Sprinkler Line bore	Lsum	1	\$ 200.00		1.00	\$ 200.00
	T&M Remobilize and Bag Signals	Isum	1	\$ 24,105.85		0.00	\$ 24,105.85
54	Permit Fee Allowance (MCPW = \$1009 MCDR = \$250 + 1/2 Insp = \$30000*0.5 = \$15000)	Dir	10000	\$ 1.00	\$ 10,000.00	10584.00	\$ 10,584.00
55	Material Cost Increase	Dir	67312.82	\$ 1.00	\$ 67,312.82	67312.82	\$ 67,312.82
	Total Amount of Contract 14 Mile Water Main Replacement, Hoover Road to Hayes Road			\$ 3,483,335.00			
	Total Amount of Contract 14 Mile Water Main Replacement, Van Dyke to Hoover Road			\$ 2,716,085.82			
	Total Amount to Date 14 Mile Water Main Replacement, Hoover Road to Hayes Road						\$ 3,194,450.16
	Total Amount to Date 14 Mile Water Main Replacement, Van Dyke to Hoover Road						\$ 2,609,244.95
	Less Retainage 14 Mile Water Main Replacement, Hoover Road to Hayes Road						\$ -
	Less Retainage 14 Mile Water Main Replacement, Van Dyke to Hoover Road						\$ -
	Less - Pay Estimate No. 1						\$ 1,216,522.80
	Less - Pay Estimate No. 2						\$ 570,921.95
	Less - Pay Estimate No. 3						\$ 688,550.75
	Less - Pay Estimate No. 4						\$ 698,454.66
	Less - Pay Estimate No. 5						\$ 334,567.10
	Less - Pay Estimate No. 6						\$ 748,049.24
	Less - Pay Estimate No. 7						\$ 645,749.18
	Less - Pay Estimate No. 8						\$ 254,197.75
	Less - Pay Estimate No. 9						\$ 329,441.26
	Total Amount Due - Pay Estimate No. 10						\$ 217,240.42

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




HUBBELL, ROTH & CLARK, INC.

Sal Conigliaro, P.E.

14 Mile Road (Hoover to Van Dyke)  
Water Main Replacement  
City Project No. W-21-747  
Pay Estimate No. 10 & Final



Contractor: Bricco Excavating Company, LLC  
Address: 21201 Meyers Road  
City: Oak Park, MI 48237

DESCRIPTION		AMENDED CONTRACT AMOUNT	FINAL CONTRACT MOD NO.2	AMOUNT PAID TO DATE	AMOUNT THIS PAYMENT
Total Work Performed as of:	6/30/25	\$ 6,199,421.00	(\$495,725.89)	\$ 5,703,695.11	\$ 217,240.42
Less Retainage	0.00%			\$ -	\$ -
Net Amount Earned				\$ 5,703,695.11	\$ 217,240.42
Less Previous Payments				\$ 5,486,454.69	
<b>Total Amount Due this Estimate</b>				\$ 217,240.42	\$ 217,240.42
Total Water & Sewer Infrastructure Fund Work Performed as of:	6/30/25	\$ 6,199,421.00		\$ 5,703,695.11	\$ 217,240.42
Less Retainage	0.00%			\$ -	\$ -
Net Amount Earned				\$ 5,703,695.11	\$ 217,240.42
Less Previous Payments				\$ 5,486,454.69	\$ -
<b>Total Water &amp; Sewer Infrastructure Fund this Estimate:</b>				\$ 217,240.42	\$ 217,240.42
<p>I certify that I have checked this periodic estimate; that to the best of my knowledge and belief it is true and correct statement of work performed by the contractor; that all work included in this periodic estimate has been inspected by me or my duly authorized representative or assistants and it has been performed in full accordance with the requirements of the contract.</p> <p style="text-align: right;">             FE012968B0764F1...            for the City of Warren, Tina Gapshes, P.E.            City Engineer         </p> <p>According to the best of my knowledge and belief, I certify that all items and amounts shown on this periodic estimate are correct; that all work has been performed in full accordance with the requirements of the Contract, that the foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by the periodic estimate; that no part of the "balance due this estimate" has been received. That payment of same due herewith, is without collusion and fraud in any respect.</p> <p style="text-align: right;">           for Bricco Excavating Company, LLC            Contractor         </p>					



## Certificate Of Completion

Envelope Id: 05B1811A-84F7-40F3-BBD8-19BE19F7118D

Status: Completed

Subject: Complete with Docusign: W-21-747 14 Mile Water Main Contract Mod 2 Final 8-12-25.pdf

Source Envelope:

Document Pages: 14

Signatures: 8

Envelope Originator:

Certificate Pages: 6

Initials: 0

Ronald Gayta

AutoNav: Enabled

1 City Sq Ste 215

Envelopeld Stamping: Enabled

Warren, MI 48093

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

rgayta@cityofwarren.org

IP Address: 24.127.1.78

## Record Tracking

Status: Original

Holder: Ronald Gayta

Location: DocuSign

8/14/2025 8:56:44 AM

rgayta@cityofwarren.org

## Signer Events

Tina Gapshes

tgapshes@cityofwarren.org

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:

*Tina Gapshes*  
FE012968B0764F1...

## Timestamp

Sent: 8/14/2025 9:01:10 AM

Viewed: 8/14/2025 10:13:36 AM

Signed: 8/14/2025 10:13:46 AM

Signature Adoption: Pre-selected Style

Using IP Address: 24.127.1.78

## Electronic Record and Signature Disclosure:

Not Offered via Docusign

David Muzzarelli

dmuzzarelli@cityofwarren.org

Public Service Director

CITY OF WARREN

Security Level: Email, Account Authentication  
(None)

DocuSigned by:

*David Muzzarelli*  
A310AB08BBC84DD...

Sent: 8/14/2025 10:13:48 AM

Viewed: 8/14/2025 10:53:57 AM

Signed: 8/14/2025 10:54:02 AM

Signature Adoption: Pre-selected Style

Using IP Address: 24.127.1.78

## Electronic Record and Signature Disclosure:

Accepted: 6/10/2024 1:31:24 PM

ID: ef599500-0987-453f-ae6a-ac6d790161ae

Kristina Battle

kbattle@cityofwarren.org

Security Level: Email, Account Authentication  
(None)

Signed by:

*Kristina Battle*  
F6FDC83AE1C142B...

Sent: 8/14/2025 10:54:03 AM

Viewed: 8/17/2025 6:34:03 AM

Signed: 8/17/2025 7:02:02 AM

Signature Adoption: Uploaded Signature Image

Using IP Address: 24.127.1.78

## Electronic Record and Signature Disclosure:

Accepted: 8/17/2025 6:34:03 AM

ID: 22bf2a25-fa5d-4c03-b77c-e6f6830c891b

Mary Michaels

mmichaels@cityofwarren.org

Security Level: Email, Account Authentication  
(None)

Signed by:

*Mary Michaels*  
119806BF52344A1...

Sent: 8/17/2025 7:02:04 AM

Viewed: 8/17/2025 1:58:17 PM

Signed: 8/17/2025 2:05:22 PM

Signature Adoption: Pre-selected Style


Using IP Address: 24.127.1.78

## Electronic Record and Signature Disclosure:

Accepted: 8/17/2025 1:58:17 PM

ID: b10ace28-df2b-430e-9be5-0de6bb11e71b



Signer Events	Signature	Timestamp
Lori M. Stone lstone@cityofwarren.org Security Level: Email, Account Authentication (None)	<div> Signed by:    76FABF22E3214B9... </div> Signature Adoption: Pre-selected Style Using IP Address: 24.127.1.78	Sent: 8/17/2025 2:05:24 PM Viewed: 8/18/2025 12:00:09 PM Signed: 8/18/2025 12:00:25 PM
<b>Electronic Record and Signature Disclosure:</b> Accepted: 8/18/2025 12:00:09 PM ID: 7678c36d-0167-4b16-9631-c94abc307f51		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Jodi Johnstone jjohnstone@cityofwarren.org ENG Clerical Technician City of Warren Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/18/2025 12:00:26 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Ayasha Bahar abahar@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/18/2025 12:00:27 PM Viewed: 8/18/2025 12:03:17 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Judith Smith jsmith@cityofwarren.org Administrative Coordinator City of Warren Michigan Security Level: Email, Account Authentication (None)	<div>COPIED</div>	Sent: 8/18/2025 12:00:28 PM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/14/2025 9:01:10 AM
Certified Delivered	Security Checked	8/18/2025 12:00:09 PM
Signing Complete	Security Checked	8/18/2025 12:00:25 PM
Completed	Security Checked	8/18/2025 12:00:28 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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

### **Consequences of changing your mind**

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

### **All notices and disclosures will be sent to you electronically**

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

### **How to contact City of Warren:**

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

To contact us by email send messages to: [dclark@cityofwarren.org](mailto:dclark@cityofwarren.org)

### **To advise City of Warren of your new email address**

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

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

### **To request paper copies from City of Warren**

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

### **To withdraw your consent with City of Warren**

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

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

### **Required hardware and software**

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

### **Acknowledging your access and consent to receive and sign documents electronically**

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

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

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



August 8, 2025

Mindy Moore, Council Secretary

**RE: Resolution for 2199 Emmons (house) Nuisance Abatement**

Honorable Council Secretary:

The approval of a resolution is necessary for the demolition of a house at **2199 Emmons** which is under the nuisance abatement program.

Attached, please find the appropriate resolution and place on the **August 26, 2025 consent agenda** for a **September 23, 2025** City Council Meeting.

Thank you for your cooperation in this matter.

Sincerely,

  
Dave Muzzarelli, Director  
Department of Public Service

Read and Concur,

Approved:

  
City Attorneys Office

Read and Concur,

Approved:

  
Lori M. Stone, Mayor

RDS/al  
Cc: Mayor  
Building



RECEIVED

AUG 11 2025

CITY ATTORNEY'S OFFICE

August 8, 2025

City Attorney

RE: Vacant, dilapidated, boarded up house. One story 677 sq. ft. (appears to be a crawl space foundation)

**2199 Emmons  
13-31-352-039**

LOT 243, including ½ vacated alley adjacent to rear thereof – John B. Sosnowski Eight Mile Road Subdivision, according to the plat thereof as recorded in Liber 7, Page 27 of Plats, Macomb County Records.

Interested Parties: Queen E. Lotsu  
Robert Leroy Nichols Jr.  
Harbour Portfolio V11 LP  
Macomb County Treasurer  
Scott Smith  
Inverse Ventures LLC  
David W. Campbell or Chris Cobbs

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

A hearing was scheduled and held on **April 24, 2025**. After all evidence was heard, the hearing officer found that a dangerous condition does, in fact, exist on the subject property, and ordered the nuisance abated. A request is hereby made that a public appeal hearing be scheduled at the next available regularly-scheduled meeting and noticed before the City Council, to allow the owner opportunity to show cause why this order should not be enforced.

Please make the appropriate dispositions.

Sincerely,

  
Dave Muzzarelli  
Public Service Director

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

**Nuisance Abatement  
2199 Emmons  
13-31-352-039**

**RESOLUTION APPROVING PUBLIC NUISANCE DETERMINATION**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

The following preamble and resolution were offered by Council Member

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

On **April 24, 2025** a hearing was held before the Hearing Officer for the City of Warren to determine whether a nuisance exists in violation of Section 9-165 thru 9-175 of the Warren Code of Ordinances upon the following described property: **2199 Emmons**

Parcel No. **13-31-352-039**

Known as : **LOT 243 – including ½ vacated alley adjacent to rear thereof – JOHN B. SOSNOWSKI EIGHT MILE ROAD SUBDIVISION, according to the plat thereof as recorded in Liber 7 Page 27 of Plats, Macomb County Records.**

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



Warren Code of Ordinances paragraph:

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

**Determination: Unfit for human habitation.**

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

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

NOW, THEREFORE, IT IS RESOLVED, that after due consideration, it is the opinion of the council of the City of Warren that the determination of the Hearing Officer shall be approved that the **vacant, dilapidated, boarded up house, One story 677 sq. ft. (appears to be a crawl space foundation) at: 2199 Emmons** has created a dangerous condition as defined by Section 9-165 thru Section 9-175, which constitutes a public nuisance, and shall be abated in accordance with the Order of the Hearing Officer.

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

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

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

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

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

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

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

AYES: Council Members

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NAYS: Council Members

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

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

**CERTIFICATION**

STATE OF MICHIGAN     )  
                                      ) SS.  
COUNTY OF MACOMB     )

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

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

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

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



August 8, 2025

Mindy Moore, Council Secretary

**RE: Resolution for 5458 Toepfer (house and shed) Nuisance Abatement**

Honorable Council Secretary:

The approval of a resolution is necessary for the demolition of a house and shed at **5458 Toepfer** which is under the nuisance abatement program.

Attached, please find the appropriate resolution and place on the **August 26, 2025 consent agenda** for a **September 23, 2025** City Council Meeting.

Thank you for your cooperation in this matter.

Sincerely,

  
Dave Muzzarelli, Director  
Department of Public Service

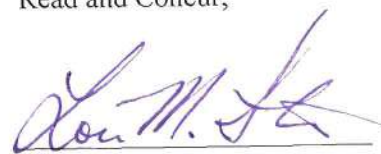
Read and Concur,

Approved:

  
City Attorneys Office

Read and Concur,

Approved:

  
Lori M. Stone, Mayor

RDS/al

Cc: Mayor



RECEIVED

AUG 11 2025

CITY ATTORNEY'S OFFICE

August 8, 2025

City Attorney

RE: Severely fire damaged house and shed (possible squatters living in the home). One story 668 sq. ft. with basement. Shed 8 ft. x 10 ft. Remove 32 ft. of 6 ft. wood privacy fencing at the front only. (All lot line fences to remain on the property)

**5458 Toepfer  
13-32-426-001**

LOT 538 and 539 RAMM AND CO'S MOUND PARK SUBDIVISION, according to the plat thereof as recorded in Liber 8, Page 49 of Plats, Macomb County Records.

Interested Parties: Carol Ann Widen Estate  
Greenwich Revolving Trust  
Citifinancial  
Citifinancial Servicing LLC  
Thomas Douglas Widen  
Bayview Loan Servicing LLC

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

A hearing was scheduled and held on **June 26, 2025**. After all evidence was heard, the hearing officer found that a dangerous condition does, in fact, exist on the subject property, and ordered the nuisance abated. A request is hereby made that a public appeal hearing be scheduled at the next available regularly-scheduled meeting and noticed before the City Council, to allow the owner opportunity to show cause why this order should not be enforced.

Please make the appropriate dispositions.

Sincerely,

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

Dave Muzzarelli  
Public Service Director

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

Nuisance Abatement  
5458 Toepfer  
13-32-426-001

**RESOLUTION APPROVING PUBLIC NUISANCE DETERMINATION**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

The following preamble and resolution were offered by Council Member

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

On **June 26, 2025** a hearing was held before the Hearing Officer for the City of Warren  
to determine whether a nuisance exists in violation of Section 9-165 or 9-175 of the Warren  
Code of Ordinances upon the following described property: **5458 Toepfer**

Parcel No. **13-32-426-001**

Known as: **LOT 538 and 539 RAMM AND CO'S MOUND PARK SUBDIVISION, according  
to the plat thereof as recorded in Liber 8, Page 49 of Plats, Macomb County Records.**

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

Warren Code of Ordinances paragraph:

2. **A portion of the building or structure is damaged by fire, wind, flood, or other cause so that the structural strength or stability of the building or structure is appreciably less than it was before the catastrophe and does not meet the minimum requirements of this article, the building code or other ordinance.**

**Determination: Unfit for human habitation**

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

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

NOW, THEREFORE, IT IS RESOLVED, that after due consideration, it is the opinion of the council of the City of Warren that the determination of the Hearing Officer shall be approved the **severely fire damaged house and shed (possible squatters living in the home). One story 668 sq. ft. with basement. Shed 8 ft. x 10 ft. Remove 32 ft. of 6 ft. wood privacy fencing at the front only. (All lot line fences to remain on the property) at: 5458 Toepfer** has created a dangerous condition as defined by Section 9-165 and Section 9-175, which constitutes a public nuisance, and shall be abated in accordance with the Order of the Hearing Officer.

IT IS FURTHER RESOLVED, that the nuisance shall be abated within twenty-one (21) days of this Appeal Hearing date, and if the nuisance is not abated within the time limit, the Director of Public Service is hereby instructed to direct the removal of the nuisance by the proper department of the City.

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

IT IS FURTHER RESOLVED, that the owner(s) of the subject property is hereby notified

that a charge for these nuisance proceedings, which includes all administrative costs and costs incurred by the City's personnel or private contractor(s), will be incurred and owed to the City.

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

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

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

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

AYES: Council Members

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NAYS: Council Members

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

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

**CERTIFICATION**

STATE OF MICHIGAN        )  
                                      ) SS.  
COUNTY OF MACOMB        )

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

\_\_\_\_\_  
SONJA BUFFA  
CITY CLERK

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

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

#54374



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: AUGUST 7, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: RECOMMENDATION TO AWARD THE PURCHASE OF TWO (2) POLICE VEHICLES

The Purchasing Division concurs with the Police Department and recommends that the purchase of two (2) Police vehicles, be awarded to Todd Wenzel Buick GMC of Westland, 35100 Ford Road, Westland, MI 48185, utilizing the State of Michigan Contract (#MA240000001205), in a total amount of \$88,628.00 (\$44,314.00 each).

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

The City is utilizing the State of Michigan contract #MA240000001205 (see attached) with Todd Wenzel Buick GMC of Westland for the purchase of two (2) Police Vehicles, in the amount of \$88,628.00 (\$44,314.00 each).

If approved by your honorable body, the vehicles will be for unmarked, investigative, and/or surveillance use, replacing older, high-mileage vehicles into the bureaus and divisions, as needed.

Due to the confidential nature of this purchase, the backup information (make and model of the vehicles, etc.) is being kept confidential. Your honorable body can obtain this information by contacting Captain Brent Chisolm or the Purchasing Agent, Craig Treppa.

Funds are available in the following Account: 261-9261-82214.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/18/25
Controller:		8/18/25
MAYOR:		8/19/25



# 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 **MA240000001205**

<b>CONTRACTOR</b>	Todd Wenzel Buick GMC of Westland
	35100 Ford Rd
	Westland 22 48185
	Albert Li
	(734) 713-1065
	ali@toddwenzel.com
	CV0058422

<b>STATE</b>	<b>Program Manager</b>	Erin Reincke	MDOT
		517 855 1986	
		ReinckeE@michigan.gov	
	<b>Contract Administrator</b>	Alannah Doak	DTMB
		(517) 230-9424	
		doaka@michigan.gov	

CONTRACT SUMMARY							
Domestic Vehicle Dealers – Patrol, Passenger, Trucks, and Vans Prequalification (Contract includes Todd Wenzel Buick GMC and Todd Wenzel Chevrolet, Inc.).							
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	\$1,000,000.00	\$1,100,000.00					
DESCRIPTION							
Effective 11/20/2024, this contract is hereby increased by \$1,000,000.00. 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.							



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

August 7, 2025

Mr. Craig Treppa, Purchasing Agent, City of Warren

**RE: VEHICLE PURCHASE REQUEST UTILIZING STATE OF MICHIGAN CONTRACT #240000001205**

Dear Mr. Treppa:

The Police Department regularly requests appropriation of funds in our yearly budget to supplement the unmarked, investigative and patrol fleet vehicles. The vehicles listed below will be utilized in an unmarked capacity. In an effort to remain fiscally responsible and continue our operational effectiveness, we will rotate the older, high-mileage vehicles out of the fleet and place the new ones into the bureaus and divisions as needed. This expenditure aligns with the 2025-2026 budget, under GL #261-9261-82214.

<u>Quantity</u>	<u>Vehicle</u>	<u>Unit Cost</u>	<u>Total Cost</u>
2	Vehicle "A" Unmarked/Investigation/Surveillance	\$44,314.00 Michigan State Contract #240000001205 Purchased at Todd Wenzel Buick GMC	\$88,628.00

Todd Wenzel Buick GMC of Westland.  
35100 Ford Rd.  
Westland, MI 48185  
734-713-1065

The vehicle listed as "A" will be for unmarked/investigative/surveillance use and will not be described by make or model in this document so as not to compromise officer safety or operational integrity.

All vehicle pricing comes from the State of Michigan State contract pricing bld referenced above.

Thank you in advance for your assistance. If you have any questions, please contact me at 574-4825.

Professionally,

  
Brent Chisolm, Captain  
Administrative Services Bureau

## RESOLUTION

Document No: STA-W-1650

Product or Service: Confidential Police Vehicles

Requesting Department: Police Department

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

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

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

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

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

Upon performing a diligent inquiry, the Police Department has determined that it is necessary in the interest of the Police Department and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The Police Department recommends awarding the purchase of two (2) Police Vehicles, to Todd Wenzel Buick GMC of Westland, 35100 Ford Road, Westland, MI 48185, utilizing the State of Michigan Contract #MA240000001205, in the total amount of \$88,628.00 (\$44,314.00 each).

Due to the confidential nature of this purchase, the backup information (make and model of the vehicles, etc.) is being kept confidential. Your honorable body can obtain this information by contacting the Police Department or the Purchasing Agent.

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

Funds are available in the following Account: 261-9261-82214.

IT IS RESOLVED, that the cooperative purchase is hereby accepted by City Council to Todd Wenzel Buick GMC of Westland in the total amount of \$88,628.00 (\$44,314.00 each).

IT IS FURTHER RESOLVED, that City Council authorizes payment to be made to the awarded vendor immediately upon City acceptance of the vehicles.

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

☒ Cooperative Bid Documents

☐ Contract

☒ Resolution

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

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

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

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

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

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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



DEPARTMENT OF HUMAN RESOURCES  
ONE CITY SQUARE, SUITE 410  
WARREN, MI 48093-5286  
(586) 574-4670  
[www.cityofwarren.org](http://www.cityofwarren.org)

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: RESOLUTION FOR APPROVAL OF THE CONTINUATION OF HEALTH INSURANCE COVERAGES WITH BLUE CROSS, BLUE CARE NETWORK AND DENTAL INSURANCE COVERAGE WITH DELTA DENTAL AND DENCAP DENTAL

DATE: August 13, 2025

Dear Council Secretary Moore:

Attached is a resolution in which the administration recommends and requests approval for the renewal and continuation of the City's "self-insured" Health Insurance coverages with Blue Cross and Blue Shield of Michigan, and "fully insured" Insurances with Blue Care Network, Delta Dental and DenCap Dental. This period is beginning on October 1, 2025 and continuing through September 30, 2026.

We are pleased to report that the City of Warren continues to operate below the PA 152 hard cap, reflecting our ongoing commitment to fiscal responsibility.

I am including several documents from Blue Cross Blue Shield of Michigan, Delta Dental Plans and DenCap Dental through TMR and Associates, Inc. relative to and in support of this request, including the enclosed premium and administrative fee cost comparison for recent years.

As you can see in the supportive documentation, there is a projected increase in the BCBSM self-funded policy as well as an increase in the Blue Care Network renewal. Delta Dental projected 2.68% increase with a 2-year guarantee. DenCap Dental has rate increase of 7.02% for active employees and 11.65% for retirees with a rate guarantee of 2 years.



With the support of our consultant, TMR and Associates, Inc., we have remained in our relationship with HealthEquity/WageWorks, an affiliate of Aflac, to administer our flexible spending account at no cost to the City. HealthEquity/WageWorks will save the City approximately \$20,000 per year in administrative fees.

The attached resolution meets the current needs of the City, and the Administration requests and recommends that it be adopted and approved by City Council.

Respectfully Submitted,



Jared H. Gajos  
Director of Human Resources

Approved by:	Signature	Date
Mayor:		8/19/2025
Budget Director:		8/18/25
Purchasing Agent:		8-13-25
Controller:		8/13/25

RESOLUTION APPROVING 2025-2026

RENEWAL OF CITY'S HEALTH AND DENTAL INSURANCE

A meeting of the City Council of the City of Warren on \_\_\_\_\_ 2025, at 7 o'clock, p.m., Eastern Standard Time, in the Council Chamber at the Warren Community Center, 5460 Arden Road, Warren, Michigan.

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

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

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

1. In order to provide the City with health and dental insurance coverage for the period October 1, 2025 through September 30, 2026, it is necessary for the City Council to Approve the renewal of various policies of insurance, through our current agent, TMR & Associates.

THEREFORE IT IS RESOLVED, that City Council does hereby adopt and approve this resolution, And hereby approve the administration's recommendations as follows:

1. The employee dental coverage be awarded to Delta Dental and DENCAP Dental for the Period of October 1, 2025 through September 30, 2026, with an option to renew in 2026-2027 at a rate to be negotiated.
2. The renewal and continuation of the City's "self-insured" health insurance coverages be awarded to Blue Cross and Blue Shield of Michigan and the "fully insured" coverage be awarded to Blue Care Network at the unit prices presented to City Council for a period beginning on October 1, 2025 and continuing through September 30, 2026.

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

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

RESOLUTION DECLARED ADOPTED.

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

### CERTIFICATION

STATE OF MICHIGAN)  
                                )SS  
COUNTY OF MACOMB)

I, SONJA BUFFA, 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 Warren City Council at its meeting held on \_\_\_\_\_ 2025.

Sonja Buffa, City Clerk

# City of Warren

## BCBSM Renewal Summary

Renewal Report	Current	Renewal
Renewal Period	10/2024 - 09/2025	10/2025 - 09/2026
Average Enrollment	1743	1751
Contracts at End of Experience	1749	1755
Renewal Experience Period	Incurred 01/2023- 12/2023	Incurred 01/2024- 12/2024
Net claims	\$24,082,903	\$23,368,255
Estimated incurred but not reported claims	\$644,814	\$664,678
Experience period estimated incurred claims	\$24,727,717	\$24,032,933
Trend	\$4,007,186	\$4,350,221
Trended claims expense	\$28,734,903	\$28,383,154
Adjustments for enrollment changes	\$135,440	\$218,562
Estimated provider adjustments	(\$4,032,510)	(\$3,208,432)
Adjustment for credibility	\$0	\$0
Lagre claims up to attachment point		\$2,700,000
<b>Total Estimated Claims</b>	<b>\$24,837,833</b>	<b>\$28,093,284</b>
Administrative Expense	\$1,547,235	\$1,591,357
Stop loss	\$1,134,401	\$1,408,760
<b>Projected Expenses</b>	<b>\$27,519,470</b>	<b>\$31,093,400</b>

**City of Warren**  
**Stop Loss & Administrative Fees**  
10/1/2025 - 9/30/2026

Stop Loss Current	Stop Loss Renewal	Percentage Change	Admin Current	Admin Renewal	Percentage Change
\$63.17	\$66.89	5.89%	\$73.72	\$75.56	2.50%



Stop Loss Attachment Point Changed on 10/1/2024 to \$300,000 (Med+Rx) - Previous Stop Loss \$250,000 (Med Only)



## City of Warren Active

10/1/2025 - 9/30/2026

### BCBSM Current Rates PKG Code 092 Unbundled

Contract	Counts	2024-2025 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer Contribution	City of Warren Cost Per Employee	Employee Contribution
Single	16	\$409.87	\$4,918.44	\$7,718.26	-\$2,799.82	\$4,918.44	\$0.00
Two Person	3	\$983.68	\$11,804.16	\$16,141.28	-\$4,337.12	\$11,804.16	\$0.00
Family	1	\$1,229.60	\$14,755.20	\$21,049.85	-\$6,294.65	\$14,755.20	\$0.00
<b>Annual Total</b>	<b>20</b>		<b>\$128,862.72</b>		<b>-\$64,103.13</b>	<b>\$128,862.72</b>	<b>\$0.00</b>

### BCBSM Renewal Rates PKG Code 092 Unbundled

Contract	Counts	2025-2026 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer Contribution	City of Warren Cost Per Employee	Employee Contribution
Single	16	\$463.74	\$5,564.88	\$7,942.09	-\$2,377.21	\$5,564.88	\$0.00
Two Person	3	\$1,112.97	\$13,355.64	\$16,609.38	-\$3,253.74	\$13,355.64	\$0.00
Family	1	\$1,391.21	\$16,694.52	\$21,660.30	-\$4,965.78	\$16,694.52	\$0.00
<b>Annual Total</b>	<b>20</b>		<b>\$145,799.52</b>		<b>-\$52,762.36</b>	<b>\$145,799.52</b>	<b>\$0.00</b>



# City of Warren

10/1/2025 - 9/30/2026

## BCBSM Current Rates PKG Code 030-033

Contract	2024-2025 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer Contribution	City of Warren Cost Per Employee
Single	\$1,323.30	\$15,879.60			\$15,879.60
Two Person	\$3,175.91	\$38,110.92			\$38,110.92
Family	\$3,969.90	\$47,638.80			\$47,638.80

## BCBSM Current Rates PKG Code 030-033 unbundled

Contract	2024-2025 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer Contribution	City of Warren Cost Per Employee
Single	\$1,849.41	\$22,192.92			\$22,192.92
Two Person	\$4,438.59	\$53,263.08			\$53,263.08
Family	\$5,548.23	\$66,578.76			\$66,578.76

## BCBSM Renewal Rates PKG Code 030-033

Contract	2025-2026 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer Contribution	City of Warren Cost Per Employee
Single	\$1,519.41	\$18,232.92			\$18,232.92
Two Person	\$3,646.59	\$43,759.08			\$43,759.08
Family	\$4,558.23	\$54,698.76			\$54,698.76

## BCBSM Renewal Rates PKG Code 030-033 unbundled

Contract	2025-2026 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer Contribution	City of Warren Cost Per Employee
Single	\$2,165.25	\$25,983.00			\$25,983.00
Two Person	\$5,196.60	\$62,359.20			\$62,359.20
Family	\$6,495.75	\$77,949.00			\$77,949.00

# City of Warren

10/1/2025 - 9/30/2026

## BCBSM Current Rates PKG Code 060. 067. 068.

Contract	2024-2025 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer Contribution	City of Warren Cost Per Employee
Single	\$1,227.63	\$14,731.56			\$14,731.56
Two Person	\$2,946.32	\$35,355.84			\$35,355.84
Family	\$3,682.89	\$44,194.68			\$44,194.68

## BCBSM Current Rates PKG Code 060. 067. 068 unbundled

Contract	2024-2025 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer Contribution	City of Warren Cost Per Employee
Single	\$1,715.71	\$20,588.52			\$20,588.52
Two Person	\$4,117.69	\$49,412.28			\$49,412.28
Family	\$5,147.12	\$61,765.44			\$61,765.44

## BCBSM Renewal Rates PKG Code 060. 067. 068.

Contract	2025-2026 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer Contribution	City of Warren Cost Per Employee
Single	\$1,406.59	\$16,879.08			\$16,879.08
Two Person	\$3,375.81	\$40,509.72			\$40,509.72
Family	\$4,219.77	\$50,637.24			\$50,637.24

## BCBSM Renewal Rates PKG Code 060. 067. 068 unbundled

Contract	2025-2026 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer Contribution	City of Warren Cost Per Employee
Single	\$2,004.47	\$24,053.64			\$24,053.64
Two Person	\$4,810.74	\$57,728.88			\$57,728.88
Family	\$6,013.42	\$72,161.04			\$72,161.04



# City of Warren

10/1/2025 - 9/30/2026

## BCBSM Current Rates PKG Code 050. 070.

Contract	2024-2025 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer	City of Warren Cost Per Employee
Single	\$1,290.77	\$15,489.24			\$15,489.24
Two Person	\$3,097.84	\$37,174.08			\$37,174.08
Family	\$3,872.31	\$46,467.72			\$46,467.72

## BCBSM Current Rates PKG Code 050. 070. unbundled

Contract	2024-2025 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer	City of Warren Cost Per Employee
Single	\$1,803.95	\$21,647.40			\$21,647.40
Two Person	\$4,329.48	\$51,953.76			\$51,953.76
Family	\$5,411.84	\$64,942.08			\$64,942.08

## BCBSM Renewal Rates PKG Code 050. 070.

Contract	2025-2026 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer	City of Warren Cost Per Employee
Single	\$1,480.91	\$17,770.92			\$17,770.92
Two Person	\$3,554.19	\$42,650.28			\$42,650.28
Family	\$4,442.73	\$53,312.76			\$53,312.76

## BCBSM Renewal Rates PKG Code 050. 070. unbundled

Contract	2025-2026 Monthly Premium	Annual Premium	Michigan Contribution Requirement	Amount Over/Under Employer	City of Warren Cost Per Employee
Single	\$2,110.39	\$25,324.68			\$25,324.68
Two Person	\$5,064.92	\$60,779.04			\$60,779.04
Family	\$6,331.16	\$75,973.92			\$75,973.92

# City of Warren

10/1/2025 - 9/30/2026

## Blue Care Network

Class ID - 00240274/0003/0003 Monthly Premium Rates		
	<b>2024-2025</b>	<b>2025-2026</b>
	BCN Total	BCN Total
Single	\$860.43	\$1,012.19
Couple	\$2,065.02	\$2,429.26
Family	\$2,581.28	\$3,036.58
Retiree/Retiree		

Class ID - 00240274/0003/0005 Monthly Premium Rates		
	<b>2024-2025</b>	<b>2025-2026</b>
	BCN Total	BCN Total
Single	\$860.43	\$1,070.41
Couple	\$2,065.02	\$2,568.99
Family	\$2,581.28	\$3,211.23
Retiree/Retiree		

Class ID - 00240274/0003/0007 Monthly Premium Rates		
	<b>2024-2025</b>	<b>2025-2026</b>
	BCN Total	BCN Total
Single	\$907.31	\$1,066.64
Couple	\$2,177.54	\$2,559.92
Family	\$2,721.93	\$3,199.90
Retiree/Retiree		

Class ID - 00240274/0003/0009 Monthly Premium Rates		
	<b>2024-2025</b>	<b>2025-2026</b>
	BCN Total	BCN Total
Single	\$900.90	\$1,060.56
Couple	\$2,162.15	\$2,545.35
Family	\$2,702.69	\$3,181.68
Retiree/Retiree		

# City of Warren

10/1/2025 - 9/30/2026

## DenCap Dental Renewal

### Current

	City of Warren Active Employees	City of Warren Retiree Standard	City of Warren Retiree Deluxe	City of Warren Police & Fire
Employee only	\$57.00	\$20.60	\$41.00	\$16.00
Employee + Dependent	\$57.00	\$20.60	\$41.00	\$22.00
Family 3-5	\$57.00	\$20.60	\$41.00	\$30.00
Family 6	\$57.00	\$20.60	\$41.00	\$32.00

### Renewal

Rates Guaranteed for 7 years

	City of Warren Active Employees	City of Warren Retiree Standard	City of Warren Retiree Deluxe	City of Warren Police & Fire
Employee only	\$61.00	\$23.00	\$45.00	\$17.00
Employee + Dependent	\$61.00	\$23.00	\$45.00	\$23.50
Family 3-5	\$61.00	\$23.00	\$45.00	\$32.00
Family 6	\$61.00	\$23.00	\$45.00	\$32.00
Rate Differential	7.02%	11.65%	9.76%	14.27%



CITY CONTROLLER'S OFFICE  
ONE CITY SQUARE, SUITE 425  
WARREN, MI 48093-5289  
(588) 574-4600  
FAX (588) 574-4614  
www.cityofwarren.org

August 18, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren, Michigan

Re: Request for Change in Budgeted Appropriations – Fire

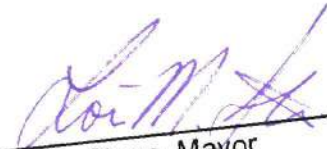
Dear Council Secretary Moore:

In correspondence dated August 13, 2026, the Fire Commissioner has indicated a need to this Council for a transfer of funds between line items in the amount of \$30,000.00 to cover the costs associated with the capital equipment purchase of office furniture for the administration building and tables and chairs for the training room.

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

Respectfully,

  
Kristina K Battle  
Budget Director

Approved: 

Lori M. Stone, Mayor

cc: Rick Fox  
Wilburt McAdams

RESOLUTION AMENDING GENERAL APPROPRIATIONS  
FOR FISCAL 2026 BUDGET

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held \_\_\_\_\_, 2025, at 7:00 o'clock p.m.  
Eastern 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, 2025 to June 30, 2026 was adopted by  
Council on May 13, 2025, and

WHEREAS, the Fire Commissioner has indicated a need to this Council for a transfer  
of funds between line items in the amount of \$30,000.00 to cover the costs associated with the  
capital equipment purchase of office furniture for the administration building and tables and  
chairs for the training room,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for the Fiscal 2026 Budget, approves the appropriation  
of funds to the following budget line items in the General Fund Budget in the amount of  
\$30,000.00

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1336-97400	Capital Improvements	\$ 30,000
<u>Transfer from:</u>		
101-1336-80101	Fire Prevention Week	\$ 30,000

BE IT FURTHER RESOLVED, that the City Council hereby revises appropriations for the General Fund Budget for fiscal 2026 in the amount of \$30,000.00.

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

AUG 18 2025



WARREN FIRE DEPARTMENT

23295 Schoenherr  
Warren, MI 48089  
(586) 756-2800  
[www.cityofwarren.org](http://www.cityofwarren.org)

August 13, 2026

Kris Battle  
Budget Administrator

Subject: Office Furniture Purchase

Kris,

The fire department indicated in the notes section of line item 101-1336-80101 titled fire prevention week that the department allocated \$30,000.00 for the purchase of office furniture. I would like to transfer the \$30,000.00 from line item 101-1336-80101 to line item 101-1336-7400 <sup>97400</sup> Operating supplies. With the money moved to 101-1336-7400 the department would like to purchase office furniture for the fire administration building including offices and tables and chairs for the training room in the total amount of \$103,246.23.

The transfer of these monies to line item 101-1336-7400 <sup>97400</sup> will increase the current available monies to \$342,153.41 and will support the department's desire to purchase the office furniture and tables and chairs for the training room in the fire administration building.

Please direct questions to my attention at Ext. 3100.

Professionally,

A handwritten signature in black ink that reads "Willburt McAdams". The signature is written in a cursive, flowing style.

Willburt McAdams  
Fire Commissioner

AUG 18 2025



August 13, 2025

WARREN FIRE DEPARTMENT

23295 Schoenherr  
Warren, MI 48089  
(586) 756-2800  
[www.cityofwarren.org](http://www.cityofwarren.org)

Kris Battle  
Budget Director

RE: TRANSFER OF FUNDS

Kris,

Please make the following transfer in the department's current FY2026 budget.

FROM:	1336-80101	FIRE PREVENTION WEEK	\$30,000.00
TO:	1336-74000 <i>9740</i>	OPERATING SUPPLIES	\$30,000.00

Please feel free to contact my office should you have additional questions related to this issue

Professionally,

Willburt McAdams  
Fire Commissioner

WM:mh  
Attachments





**CITY CONTROLLER'S OFFICE**

ONE CITY SQUARE, SUITE 425  
WARREN, MI 48093-5289  
(586) 574-4600  
FAX (586) 574-4614  
WWW.CITYOFWARREN.MI

August 18, 2025

Ms. Mindy Moore  
Council Secretary  
City of Warren, Michigan

Re: Request for Change in Budgeted Appropriations – Treasurer's Office

Dear Council Secretary Moore:

The City Treasurer has indicated a need to this Council for a transfer of funds between line items in the amount of \$2,052.00 to cover the costs associated with reorganization of previously budgeted positions within the Treasurer's Office which includes removing one Senior Account Technician position and adding one Accountant I position.

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

Respectfully,

A handwritten signature in blue 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  
Lorie Barnwell

RESOLUTION AMENDING GENERAL APPROPRIATIONS  
FOR FISCAL 2026 BUDGET

A \_\_\_\_\_ Meeting of the City Council of the City of Warren,  
County of Macomb, Michigan held \_\_\_\_\_, 2025, at 7:00 o'clock p.m.  
Eastern 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, 2025 to June 30, 2026 was adopted by  
Council on May 13, 2025, and

WHEREAS, the City Treasurer has indicated a need to this Council for a transfer of  
funds between line items in the amount of \$2,052.00 to cover the costs associated with  
reorganization of previously budgeted positions within the Treasurer's Office which includes  
removing one Senior Account Technician position and adding one Accountant I position,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the  
original General Appropriation Resolution for the Fiscal 2026 Budget, approves the appropriation  
of funds to the following budget line items in the General Fund Budget in the amount of \$2,052.00

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
101-1253-70600	Permanent Employees	\$ 1,241
101-1253-71900	Employee Insurances	571
101-1253-71904	Retiree Health Insurance	26
101-1253-72101	Bonus/Sick Redemption	57
101-1253-72100	Longevity	25
101-1253-72201	Retirement Fund	<u>132</u>
		\$2,052
 <u>Transfer from:</u>		
101-1253-70700	Temporary Employees	\$ 2,000
101-1253-71500	Social Security	<u>52</u>
		\$ 2,052

BE IT FURTHER RESOLVED, that the City Council hereby revises appropriations for the General Fund Budget for fiscal 2026 in the amount of \$2,052.00.

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



LORIE W. BARNWELL  
OFFICE OF THE TREASURER  
ONE CITY SQUARE, SUITE 200  
WARREN, MI 48093-2395  
(586) 574-4542  
FAX (586) 574-4698  
[www.cityofwarren.org](http://www.cityofwarren.org)

Dear Ms. Battle,

The Treasurer's Office would like to place on the City Council agenda a line-item budget update.

1. Remove (1) Senior Account Technician Position from Budget
2. Reduce Temporary Employee Line Item in Budget by \$2000.00
3. Add (1) Accountant 1 to Budget and move the additional funds from the temporary line item.

I believe the amount of the difference from top of scale for Accountant 1 is less than \$2000.00 dollars difference from Senior Account Tech, but was rounding up. Thank you! Please let us know if you have any questions or concerns.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Lorie W. Barnwell". The signature is fluid and cursive, with the first name "Lorie" being particularly prominent.  
Lorie Barnwell  
Treasurer



CITY CONTROLLER  
ONE CITY SQUARE, SUITE 425  
WARREN, MI 48093-6726  
(586) 574-4600  
[www.cityofwarren.org](http://www.cityofwarren.org)

August 12, 2025

Mindy Moore  
Council Secretary

RE: DDA Budget Amendment to fund Police Department Entrance Repairs

Honorable Council Secretary:

The repair of concrete work at the Police Department has been under consideration for some time. Having determined an acceptable scope of the project, bids were solicited and reviewed with support from Hubbell, Roth & Clark, Inc. (HRC). The recommended contractor presented a proposal which, after internal review and revision, will result in an award totaling \$1,118,106. With design and construction administration cost included the total is \$1,210,704.

For the DDA Board to officially award the contract, appropriate funds must be allocated in the current DDA budget. The Fiscal 2025 budget included \$966,960 for this project. That amount must be re-appropriated to Fiscal 2026 plus an additional \$243,744 to fully fund the project.

Attached please find the appropriate resolution to increase the Fiscal 2026 DDA Budget to accommodate the contract award. Also included is the bid tab information and HRC recommendation.

Thank you for your consideration of this request.

Sincerely,

Richard Fox  
City Controller

Concurred:

Lori M. Stone  
Mayor

RESOLUTION AMENDING GENERAL APPROPRIATIONS

FOR FISCAL 2026 BUDGET

A Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan held \_\_\_\_\_, at 7:00 o'clock p.m. Eastern Daylight Savings Time in 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 Fiscal 2025 Downtown Development Authority (DDA) Budget allocated \$966,960 for Warren Police Department Entrance Repairs, including \$900,000 for construction and \$66,660 for design and contract administration, and

WHEREAS, bids, as reviewed by Hubbell, Roth and Clark, Inc., and recommended on July 23, 2025, include construction cost of \$1,118,106, and

WHEREAS, the revised estimate of design and contract administration cost is \$92,598, for a total estimated cost of \$1,210,704, and

WHEREAS, for the DDA Board to award the contract it is necessary to re-appropriate the \$966,660 allocated in Fiscal 2025 to Fiscal 2026 and appropriate an additional \$243,744 in Fiscal 2026, amending the Fiscal 2026 Budget by a total of \$1,210,704.

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2026 DDA Budget, approves the additional appropriation of funds in the Downtown Development Authority Fund.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Transfer to:</u>		
494-9494-97400	Capital Improvements – Police Department Entrance Repairs	<u>\$ 1,210,704.</u>
<u>Transfer from:</u>		
494-0000-39000	Fund Balance	<u>\$ 1,210,704.</u>

BE IT FURTHER RESOLVED that the City Council hereby revises the appropriations for the Downtown Development Authority Fund Budget for Fiscal 2026 in the amount of \$1,210,704.

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 of Warren, Michigan  
Downtown Development Authority  
Police Department Plaza Repairs  
August 2025

Funds Allocated in FY2025 Budget

Construction cost	900,000
Design fee	39,960
Contract administration	27,000
Total funds allocated in FY2025	<u>966,960</u>

Revised Costs Based On Bid Received

Construction cost	1,118,106
Design fee	60,374
Contract administration	32,224
Total funds allocated in FY2025	<u>1,210,704</u>

Additional allocation needed	<u><u>243,744</u></u>
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July 23, 2025

City of Warren Engineering Division  
One City Square  
Suite 300  
Warren, Michigan 48093

Attn: Tina Gapshes, P.E., City Engineer

Re: Bid Tabulation and Review  
Warren Police Department Entrance Repairs

HRC Job No. 20190454

Dear Ms. Gapshes:

We have reviewed the bids that were received electronically by the City on Wednesday, July 9, 2025, for the Warren Police Department Entrance Repairs Project and have found them to be in order. There were three (3) responsive bids received, one of which was incomplete. The low bidder was Ram Construction Services of Livonia, Michigan. Please refer to the attached Bid Tabulation for an itemized bid breakdown.

The project consists of improvements to the Warren Police Department Building, located at 29900 Civic Center Boulevard. Work scope includes removing and replacing the concrete topping at the outdoor plaza level, drainage improvements, waterproofing, rehabilitation of the entry stairs, masonry reconstruction, structural concrete repairs, painting and landscaping.

The lowest bidder has a documented record of completing similar improvement projects and has performed satisfactorily on prior projects that we have worked with them on. They included a bid bond in their proposal and acknowledged Addendum 1 on the project.

Based on the above, this office supports the award of the contract to Ram Construction Services of Livonia, Michigan, with a total bid of **\$1,118,106.00**, subject to the submission of the necessary bonds and insurance, which comply with the contract specifications. Please note that the total bid amount has been adjusted due to the elimination of Work Items 9A and 9B from the scope of work.

Enclosed, please find a copy of the Bid Tabulation for your records. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,  
HUBBELL, ROTH & CLARK, INC.



Christa K. Crist, P.E.  
Associate

Attachment: Bid Tabulation

pc: City of Warren; C. Treppa  
HRC; File

**BID TABULATION**  
**WARREN POLICE DEPARTMENT ENTRANCE REPAIRS**  
**CITY OF WARREN**  
**MACOMB COUNTY, MICHIGAN**  
**PD-25-829 ITB-W-1177**

HRC Project Number - 20190454

Engineer's Opinion of  
Probable Cost

City Contracting Services  
1414 N. Campbell Road  
Royal Oak, MI 48067

Pullman SST, Inc.  
280 W. Jefferson Avenue  
Trenton, MI 48183

Ram Construction Services  
13800 Eckles Road  
Livonia, MI 48150

incomplete bid tab

Item	Quantity	Unit	Total Cost	Total Cost	Total Cost	Total Cost
<b>BASE BID</b>						
1A Pressure Injection of Non-Weeping Cracks Repair Type 1A	50	LF	\$ 6,250.00	\$ 4,850.00	\$ 2,417.50	\$ 4,500.00
1B Pressure Injection of Weeping Cracks Repair Type 1B	50	LF	\$ 6,250.00	\$ 4,600.00	\$ 2,617.50	\$ 3,450.00
2A Concrete Surface Repair Type 2A, Depth: 1" or Less	100	SF	\$ 15,000.00	\$ 11,800.00	\$ 6,200.00	\$ 8,900.00
2B Concrete Surface Repair Type 2B, Depth: 1" to Less Than 3"	100	SF	\$ 20,000.00	\$ 19,400.00	\$ 8,900.00	\$ 13,600.00
2C Concrete Surface Repair Type 2C, 3" or Greater	10	SF	\$ 3,000.00	\$ 3,500.00	\$ 1,240.00	\$ 2,140.00
3 Sawcut Form and Pour Repair Type 3	1.5	CY	\$ 7,500.00	\$ 6,750.00	\$ 9,750.00	\$ 8,026.50
4 Removal of Guardrail Post Repair Type 4	11	EA	\$ 5,500.00	\$ 7,920.00	\$ 1,633.50	\$ 2,882.00
5 Horizontal Joint Repair Type 5	160	LF	\$ 4,000.00	\$ 2,240.00	\$ 1,728.00	\$ 2,160.00
6 Composite Waterproofing System Item 6	16150	SF	\$ 129,200.00	\$ 299,259.50	\$ 293,930.00	\$ 331,075.00
7 Perimeter Underdrain Item 7	270	LF	\$ 20,250.00	\$ 0.00	\$ 25,775.00	\$ 59,511.00
8 Concrete Topping Item 8	181	CY	\$ 317,593.00	\$ 375,032.00	\$ 412,318.00	\$ 219,191.00
9A Concrete Coating, Interior Walls, Item 9A	18100	SF	\$ 36,200.00	\$ 70,952.00	\$ 54,300.00	\$ 87,785.00
9B Concrete Coating, Interior Ceiling, Item 9B	34400	SF	\$ 68,800.00	\$ 146,200.00	\$ 137,600.00	\$ 180,600.00
10 Drain Casting Rehab Item 10	11	EA	\$ 22,000.00	\$ 0.00	\$ 27,885.00	\$ 13,706.00
11 Blast Clean and Recoat Steel Grating System Item 11	1	LS	\$ 3,000.00	\$ 2,500.00	\$ 3,565.00	\$ 9,002.00
12 Guardrail/Handrail Item 12	36	LF	\$ 12,600.00	\$ 48,600.00	\$ 16,560.00	\$ 23,004.00
13A Approach Sidewalk Item 13A	710	SF	\$ 750.00	\$ 0.00	\$ 6,637.50	\$ 4,050.00
13B Approach Sidewalk Item 13B	75	SF	\$ 750.00	\$ 0.00	\$ 6,637.50	\$ 4,050.00
14 East Stair & Ramp Joint Removal and Replacement	530	LF	\$ 3,710.00	\$ 4,637.50	\$ 4,240.00	\$ 5,167.50
15 Plaza Drain CCTV and Clean Out	1	LS	\$ 5,000.00	\$ 46,000.00	\$ 20,050.00	\$ 8,750.00
Removal and Replacement of Masonry, Complete (incl. ledge angle, flashing, sealant and metal trim)	865	SF	\$ 43,250.00	\$ 91,690.00	\$ 111,152.50	\$ 110,720.00
17 Retaining Wall Weephole Cleanout	1	LS	\$ 2,000.00	\$ 0.00	\$ 1,480.50	\$ 1,750.00
18 General Conditions, Permits, and Bonds	1	LS	\$ 150,000.00	\$ 346,409.00	\$ 130,415.00	\$ 90,712.00
19 Landscaping Allowance	1	DLR	\$ 8,750.00	\$ 8,750.00	\$ 8,750.00	\$ 8,750.00
21 Contingency (20%)	1	DLR	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00	\$ 180,000.00
20 Cold Weather Protection	181	CY	\$ -	\$ 0.00	\$ 30,408.00	\$ 7,059.00
<b>TOTAL AMOUNT OF BASE BID</b>			\$ 1,070,603.00	\$ 1,681,090.00	\$ 1,499,553.00	\$ 1,386,491.00
<b>RECOMMENDED AWARD<sup>1</sup></b>			\$ 965,603	\$ 1,463,938	\$ 1,307,653	\$ 1,118,106.00

<sup>1</sup> Total bid prices have been adjusted to reflect the elimination of work items 9A and 9B from the scope of work.

# **City of Warren, Michigan**

## **BUDGET**

### **AS ADOPTED BY COUNCIL**



**FISCAL YEAR**

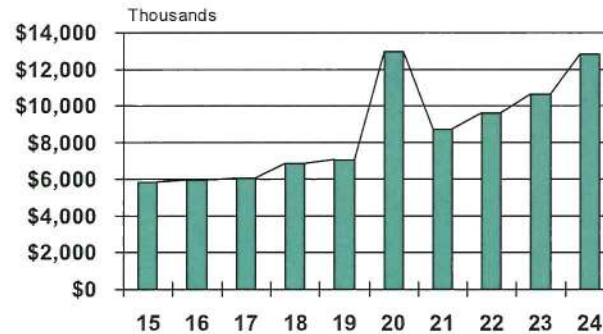
July 1, 2025 through June 30, 2026

## **DOWNTOWN DEVELOPMENT AUTHORITY OPERATIONS FUND**

The State of Michigan passed the Downtown Development Authority Act (PA 197 of 1975) to give municipalities a tool for improving the quality of downtown areas.

The Downtown Development Board consists of the Mayor plus eight members appointed by the Mayor, subject to approval by City Council. The DDA Director is hired by the DDA Board and serves as their day-to-day liaison for all downtown activities.

**Expenditure History  
Downtown Development Authority**



SPECIAL REVENUE FUND  
ACTUAL, ESTIMATED, REQUESTED AND APPROVED

FY 2024 Actual Year	FY 2025 Actual to December 31	FY 2025 Estimated To June 30	FY 2025 Amended Budget December 31	<b><u>DOWNTOWN DEVELOPMENT AUTHORITY REVENUES:</u></b>	FY 2026 Departmental Request	FY 2026 Recommended By Mayor	FY 2026 Adopted By Council
\$ 8,866,861	\$ 4,141,872	\$ 8,283,741	\$ 8,283,741	Property Tax Revenue	\$ 9,075,422	\$ 9,075,422	\$ 9,075,422
5,124,608	5,025,383	4,200,000	4,200,000	Reimbursement for Personal Property Loss	4,326,000	4,326,000	4,326,000
858,103	609,492	700,000	700,000	Interest on Investments	700,000	700,000	700,000
-	1,280	25,000	25,000	Donations/ Miscellaneous Revenue	25,000	25,000	25,000
-	-	15,608,372	15,608,372	Fund Balance Appropriated	-	5,885,817	5,523,353
<u>\$ 14,849,572</u>	<u>\$ 9,778,027</u>	<u>\$ 28,817,113</u>	<u>\$ 28,817,113</u>	<b>Total Revenues</b>	<u>\$ 14,126,422</u>	<u>\$ 20,012,239</u>	<u>\$ 19,649,775</u>
				<b><u>EXPENDITURES:</u></b>			
\$ 204,066	\$ 107,470	\$ 315,938	\$ 315,938	Personnel Services	\$ 321,684	\$ 319,793	\$ 319,793
105,175	52,916	186,229	186,229	Employee Benefits	185,373	184,837	184,837
105	-	3,000	3,000	Supplies	3,000	3,000	3,000
8,539,923	6,595,338	10,560,977	10,560,977	Other Services and Charges	11,160,892	11,160,892	11,010,892
3,979,222	3,842,172	17,750,969	17,750,969	Capital Outlay	1,800,000	8,343,717	8,131,253
<u>\$ 12,828,491</u>	<u>\$ 10,597,896</u>	<u>\$ 28,817,113</u>	<u>\$ 28,817,113</u>	<b>Total Expenditures</b>	<u>\$ 13,470,949</u>	<u>\$ 20,012,239</u>	<u>\$ 19,649,775</u>
				<b>NET INCREASE (DECREASE) IN FUND BALANCE FOR PERIOD</b>	\$ 655,473	\$ -	\$ -
				<b>ESTIMATED FUND BALANCE BEGINNING OF PERIOD</b>	11,161,296	11,161,296	11,161,296
				<b>LESS: FUND BALANCE APPROPRIATED</b>	-	(5,885,817)	(5,523,353)
<u>\$ 26,769,668</u>	<u>\$ 25,949,799</u>	<u>\$ 11,161,296</u>	<u>\$ 11,161,296</u>	<b>ESTIMATED FUND BALANCE (DEFICIT) END OF PERIOD</b>	<u>\$ 11,816,769</u>	<u>\$ 5,275,479</u>	<u>\$ 5,637,943</u>

SPECIAL REVENUE FUND PERSONNEL

<u>DOWNTOWN DEVELOPMENT AUTHORITY</u>	<u>Present</u>		<u>Requested(a)</u>		<u>Recommended By Mayor(a)</u>		<u>Adopted By Council(a)</u>	
	<u>No.</u>	<u>Rate</u>	<u>No.</u>	<u>Rate</u>	<u>No.</u>	<u>Rate</u>	<u>No.</u>	<u>Rate</u>
Director	1	\$ 115,966	1	\$ 115,966	1	\$ 115,966	1	\$ 115,966
DDA Assistant	1	71,708	1	71,708	1	71,708	1	71,708
Temporary Clerical		50,000		50,000		50,000		50,000
Temporary Blight	—	75,000	—	75,000	—	75,000	—	75,000
Total Personnel	<u>2</u>		<u>2</u>		<u>2</u>		<u>2</u>	

(a) Wage rates are based on Local 412 Unit 35 contract that expires 6/30/25.



**SPECIAL REVENUE FUND**  
**ACTUAL, ESTIMATED, REQUESTED AND APPROVED**

FY 2024 Actual Year	FY 2025 Actual to December 31	FY 2025 Estimated To June 30	FY 2025 Amended Budget December 31	<b><u>DOWNTOWN DEVELOPMENT AUTHORITY</u></b>	FY 2026 Departmental Request	FY 2026 Recommended By Mayor	FY 2026 Adopted By Council
				<b><u>EXPENDITURES:</u></b>			
				<b>Personnel Services:</b>			
\$ 165,284	\$ 91,773	\$ 190,938	\$ 190,938	Permanent Employees	\$ 196,684	\$ 194,793	\$ 194,793
38,782	15,697	125,000	125,000	Temporary Employees	125,000	125,000	125,000
-	-	-	-	Overtime	-	-	-
				<b>Employee Benefits:</b>			
-	-	2,000	2,000	Education Allowance	2,000	2,000	2,000
16,941	8,269	25,536	25,536	Social Security	26,002	25,850	25,850
34,479	19,155	95,825	95,825	Employee Insurance	93,419	93,393	93,393
26,566	12,884	26,147	26,147	Retiree Health Insurance	26,270	26,229	26,229
4,289	-	8,746	8,746	Bonus/Sick Redemption	9,009	8,922	8,922
3,557	2,319	6,296	6,296	Longevity	6,384	6,355	6,355
700	800	800	800	Clothing	800	800	800
18,643	9,489	20,879	20,879	Retirement Fund	21,489	21,288	21,288
105	-	3,000	3,000	<b>Office Supplies</b>	3,000	3,000	3,000
				<b>Other Services and Charges:</b>			
316,702	197,474	750,000	750,000	Contractual Services	1,000,000	1,000,000	1,000,000
77	219	5,000	5,000	Postage	5,000	5,000	5,000
259	143	700	700	Telephone	700	700	700
1,475	1,000	1,000	1,000	Mileage	2,000	2,000	2,000
-	4,076	10,000	10,000	Conferences & Workshops	10,000	10,000	10,000
-	-	-	-	Community Promotion/Outreach Programs	150,000	150,000	-
1,168	2,761	3,000	3,000	Public Utilities	3,000	3,000	3,000
431,700	222,300	444,600	444,600	Administrative Expense	457,900	457,900	457,900
16,965	-	25,000	25,000	City Flower Plantings	25,000	25,000	25,000
3,485	6,700	12,000	12,000	Membership and Dues	12,000	12,000	12,000
-	-	7,200	7,200	8 Mile Boulevard Association Dues	7,200	7,200	7,200
-	-	1,658,020	1,658,020	Contribution to P&F Retiree Health	1,776,350	1,776,350	1,776,350
-	-	150,000	150,000	Transfer to T.I.F.A	500,000	500,000	500,000
7,768,092	6,160,665	7,494,457	7,494,457	Transfer to DDA Debt Retirement Funds	7,211,742	7,211,742	7,211,742
				<b>Capital Outlay:</b>			
3,979,222	3,842,172	17,750,969	17,750,969	Capital Improvements	1,800,000	8,343,717	8,131,253
<b>\$ 12,828,491</b>	<b>\$ 10,597,896</b>	<b>\$ 28,817,113</b>	<b>\$ 28,817,113</b>	<b>Total Expenditures</b>	<b>\$ 13,470,949</b>	<b>\$ 20,012,239</b>	<b>\$ 19,649,775</b>

SPECIAL REVENUE FUNDS  
CAPITAL OUTLAYS  
FISCAL YEAR 2026

Department/Item	Departmental Request		Recommended By Mayor		Adopted By Council		New or Replacement Item
	Qty	Amount	Qty	Amount	Qty	Amount	
<u>Parks &amp; Recreation</u>							
Recreation Equipment - Fitness	various	\$ 60,000	various	\$ 60,000	various	\$ 60,000	Replacement
Owen Jax Recreation Center Renovations	1	200,000	-	-	-	-	Replacement
Ice Rink Circulation Pump	1	20,000	-	-	-	-	Replacement
Skate Park Security Cameras	1	20,000	-	-	-	-	New
HVAC Controls/Server Conversion - WCC	1	175,000	-	-	-	-	Replacement
HVAC Rooftop Units - WCC	3	240,000	-	-	-	-	Replacement
		<u>\$ 715,000</u>		<u>\$ 60,000</u>		<u>\$ 60,000</u>	
<u>Downtown Development Authority</u>							
Chicago Road Bridge	1	\$ 1,000,000	1	\$ 1,000,000	1	\$ 1,000,000	Replacement
Maintenance/Repairs - New Buildings	various	500,000	various	500,000	various	500,000	Replacement
Historic Village Signage/Streetscape	various	50,000	various	50,000	various	50,000	Replacement
Coffee/Sandwich Stand - City Hall	1	100,000	1	100,000	-	-	New
Art, Murals & Sculptures	various	75,000	various	75,000	-	-	New
Facade Improvements	various	75,000	various	75,000	-	-	Replacement
Windows 11 Desktop Upgrades - City Hall	-	-	1	100,000	1	100,000	Replacement
Security Camera Upgrade - City Hall	-	-	1	500,000	1	500,000	Replacement
Cyber Security Assessment	-	-	1	50,000	1	50,000	Replacement
Door Access Point Upgrade	-	-	various	150,000	various	150,000	Replacement
Wireless Hardware Upgrade - City Hall	-	-	various	250,000	various	250,000	Replacement
Cisco Data Network Upgrade	-	-	-	750,000	-	750,000	Replacement
VAV BACnet IP Controllers - City Hall	-	-	5	335,000	5	335,000	Replacement
Ice Rink Circulation Pump	-	-	1	20,000	1	20,000	Replacement
Skate Park Security Cameras	-	-	1	20,000	1	20,000	New
HVAC Controls/Server Conversion - WCC	-	-	1	175,000	1	175,000	Replacement
HVAC Rooftop Units - WCC	-	-	3	240,000	3	240,000	Replacement
Parking Lot/Road Improvements - WCC	-	-	various	2,000,000	various	2,000,000	Replacement
Dept Wide Wireless Internet Solution - Police	-	-	-	-	1	37,536	New
New World Law Enforcement Management Information System-Tyler Technologies	-	-	1	1,953,717	1	1,953,717	
		<u>\$ 1,800,000</u>		<u>\$ 8,343,717</u>		<u>\$ 8,131,253</u>	
Total Capital Outlay (Special Revenue Funds)		<u>\$ 7,507,500</u>		<u>\$ 13,596,217</u>		<u>\$ 13,183,753</u>	



# **City of Warren, Michigan**

## **BUDGET**

### **AS ADOPTED BY COUNCIL**



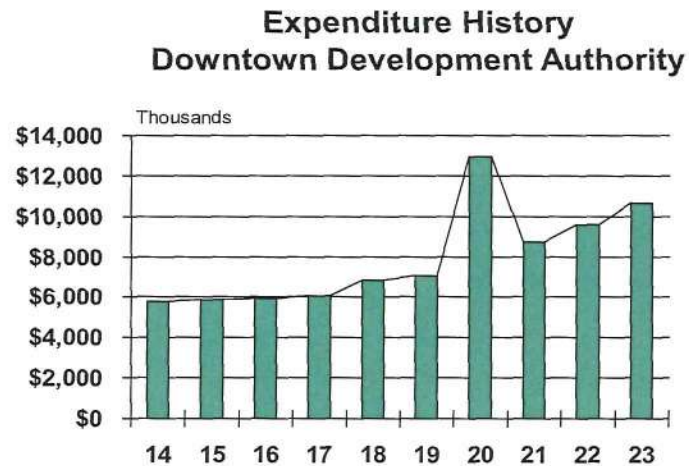
**FISCAL YEAR**

July 1, 2024 through June 30, 2025

## **DOWNTOWN DEVELOPMENT AUTHORITY OPERATIONS FUND**

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SPECIAL REVENUE FUND  
ACTUAL, ESTIMATED, REQUESTED AND APPROVED

FY 2023 Actual Year	FY 2024 Actual to December 31	FY 2024 Estimated To June 30	FY 2024 Amended Budget December 31	<b><u>DOWNTOWN DEVELOPMENT AUTHORITY</u></b>	FY 2025 Departmental Request	FY 2025 Recommended By Mayor	FY 2025 Adopted By Council
				<b><u>REVENUES:</u></b>			
\$ 7,296,426	\$ 3,656,496	\$ 7,313,000	\$ 7,313,000	Property Tax Revenue	\$ 8,277,029	\$ 8,277,029	\$ 8,283,741
4,907,998	5,124,608	4,200,000	4,200,000	Reimbursement for Personal Property Loss	4,200,000	4,200,000	4,200,000
709,526	388,579	75,000	75,000	Interest on Investments	700,000	700,000	700,000
261,026	-	25,000	25,000	Donations/ Miscellaneous Revenue	25,000	25,000	25,000
-	-	8,473,023	5,417,323	Fund Balance Appropriated	5,197,165	5,197,165	2,470,453
<u>\$ 13,174,976</u>	<u>\$ 9,169,683</u>	<u>\$ 20,086,023</u>	<u>\$ 17,030,323</u>	<b>Total Revenues</b>	<u>\$ 18,399,194</u>	<u>\$ 18,399,194</u>	<u>\$ 15,679,194</u>
				<b><u>EXPENDITURES:</u></b>			
\$ 218,817	\$ 103,448	\$ 291,160	\$ 291,160	Personnel Services	\$ 315,938	\$ 315,938	\$ 315,938
95,987	56,664	180,345	180,345	Employee Benefits	186,229	186,229	186,229
-	-	3,000	3,000	Supplies	3,000	3,000	3,000
6,911,448	6,783,898	8,755,818	8,755,818	Other Services and Charges	11,760,977	11,760,977	10,560,977
3,441,805	1,365,449	10,855,700	7,800,000	Capital Outlay	6,133,050	6,133,050	4,613,050
<u>\$ 10,668,057</u>	<u>\$ 8,309,459</u>	<u>\$ 20,086,023</u>	<u>\$ 17,030,323</u>	<b>Total Expenditures</b>	<u>\$ 18,399,194</u>	<u>\$ 18,399,194</u>	<u>\$ 15,679,194</u>
				<b>NET INCREASE (DECREASE) IN FUND BALANCE FOR PERIOD</b>	\$ -	\$ -	\$ -
				<b>ESTIMATED FUND BALANCE BEGINNING OF PERIOD</b>	16,275,564	16,275,564	16,275,564
				<b>LESS: FUND BALANCE APPROPRIATED</b>	(5,197,165)	(5,197,165)	(2,470,453)
<u>\$ 24,748,587</u>	<u>\$ 25,608,811</u>	<u>\$ 16,275,564</u>	<u>\$ 19,331,264</u>	<b>ESTIMATED FUND BALANCE (DEFICIT) END OF PERIOD</b>	<u>\$ 11,078,399</u>	<u>\$ 11,078,399</u>	<u>\$ 13,805,111</u>

SPECIAL REVENUE FUND PERSONNEL

<u>DOWNTOWN DEVELOPMENT AUTHORITY</u>	<u>Present</u>		<u>Requested(a)</u>		<u>Recommended By Mayor(a)</u>		<u>Adopted By Council(a)</u>	
	<u>No.</u>	<u>Rate</u>	<u>No.</u>	<u>Rate</u>	<u>No.</u>	<u>Rate</u>	<u>No.</u>	<u>Rate</u>
Director	1	\$ 111,506	1	\$ 111,506	1	\$ 111,506	1	\$ 111,506
DDA Assistant	1	68,950	1	68,950	1	68,950	1	68,950
Temporary Clerical		35,000		50,000		50,000		50,000
Temporary Blight	—	75,000	—	75,000	—	75,000	—	75,000
Total Personnel	<u>2</u>		<u>2</u>		<u>2</u>		<u>2</u>	

(a) Wage rates are based on Local 412 Unit 35 contract that expires 6/30/24.

**SPECIAL REVENUE FUND**  
**ACTUAL, ESTIMATED, REQUESTED AND APPROVED**

FY 2023 Actual Year	FY 2024 Actual to December 31	FY 2024 Estimated To June 30	FY 2024 Amended Budget December 31	<b><u>DOWNTOWN DEVELOPMENT AUTHORITY</u></b> <b><u>EXPENDITURES:</u></b>	FY 2025 Departmental Request	FY 2025 Recommended By Mayor	FY 2025 Adopted By Council
\$ 166,096	\$ 81,394	\$ 181,160	\$ 181,160	<b>Personnel Services:</b>			
52,721	22,054	110,000	110,000	Permanent Employees	\$ 190,938	\$ 190,938	\$ 190,938
-	-	-	-	Temporary Employees	125,000	125,000	125,000
-	-	-	-	Overtime	-	-	-
-	-	2,000	2,000	<b>Employee Benefits:</b>			
18,006	8,798	23,673	23,673	Education Allowance	2,000	2,000	2,000
26,119	17,774	91,656	91,656	Social Security	25,536	25,536	25,536
26,563	13,327	26,826	26,826	Employee Insurance	95,825	95,825	95,825
2,915	4,289	8,330	8,330	Retiree Health Insurance	26,147	26,147	26,147
3,453	2,230	7,219	7,219	Bonus/Sick Redemption	8,746	8,746	8,746
300	700	700	700	Longevity	6,296	6,296	6,296
18,631	9,546	19,941	19,941	Clothing	800	800	800
-	-	3,000	3,000	Retirement Fund	20,879	20,879	20,879
				<b>Office Supplies</b>	3,000	3,000	3,000
341,323	141,425	500,000	500,000	<b>Other Services and Charges:</b>			
103	49	150	150	Contractual Services	750,000	750,000	750,000
271	121	700	700	Postage	5,000	5,000	5,000
784	945	1,500	1,500	Telephone	700	700	700
2,753	-	7,800	7,800	Mileage	1,000	1,000	1,000
-	-	-	-	Conferences & Workshops	10,000	10,000	10,000
120	956	3,000	3,000	Community Promotion/Outreach Programs	350,000	350,000	-
419,200	215,850	431,700	431,700	Public Utilities	3,000	3,000	3,000
14,455	-	30,000	30,000	Administrative Expense	444,600	444,600	444,600
7,700	-	12,000	12,000	City Flower Plantings	25,000	25,000	25,000
-	-	-	-	Membership and Dues	12,000	12,000	12,000
-	-	-	-	8 Mile Boulevard Association Dues	7,200	7,200	7,200
-	-	-	-	Contribution to P&F Retiree Health	1,658,020	1,658,020	1,658,020
6,124,739	6,424,552	7,768,968	7,768,968	Transfer to T.I.F.A	1,000,000	1,000,000	150,000
				Transfer to DDA Debt Retirement Funds	7,494,457	7,494,457	7,494,457
3,441,805	1,365,449	10,855,700	7,800,000	<b>Capital Outlay:</b>			
\$ 10,668,057	\$ 8,309,459	\$ 20,086,023	\$ 17,030,323	Capital Improvements	6,133,050	6,133,050	4,613,050
				<b>Total Expenditures</b>	<b>\$ 18,399,194</b>	<b>\$ 18,399,194</b>	<b>\$ 15,679,194</b>

SPECIAL REVENUE FUNDS  
CAPITAL OUTLAYS  
FISCAL YEAR 2025

<u>Department/Item</u>	<u>Qty</u> Departmental Request <u>Amount</u>	<u>Qty</u> Recommended By Mayor <u>Amount</u>	<u>Qty</u> Adopted By Council <u>Amount</u>	<u>New or Replacement Item</u>
<u>Tax Increment Finance Authority</u>				
Stephens Pocket Park	\$ 75,000	\$ 75,000	\$ 75,000	Replacement
23158 Van Dyke (Louie's Bar) Restoration	650,000	650,000	-	Replacement
Fences, Sidewalks, etc.	100,000	100,000	100,000	Replacement
Rap Match Funds	31,150	31,150	31,150	New
Public Art	25,000	25,000	25,000	New
	<u>\$ 881,150</u>	<u>\$ 881,150</u>	<u>\$ 231,150</u>	
<u>Downtown Development Authority</u>				
Fire Escape - City Hall	\$ 1,500,000	\$ 1,500,000	\$ -	New
Historic Preservation	100,000	100,000	-	Replacement
Façade Improvement Program	150,000	150,000	150,000	Replacement
Security Camera Upgrades	500,000	500,000	500,000	Replacement
Carpeting - City Hall 4th Floor Offices	250,000	250,000	250,000	Replacement
Brick Paver Leveling & Sealing	50,000	50,000	50,000	Replacement
Parking Garage Repairs	250,000	250,000	250,000	Replacement
Christmas Lights - City Wide	60,000	60,000	60,000	Replacement
Generator - City Hall	250,000	250,000	250,000	Replacement
Atrium Furniture	10,000	10,000	10,000	Replacement
Brick Restoration - Beebe Building	50,000	50,000	50,000	Replacement
Presentation Hardware - Conference Room	10,000	10,000	10,000	New
Network Infrastructure Upgrade	750,000	750,000	750,000	Replacement
Wireless Upgrade	300,000	300,000	300,000	Replacement
Community Center Improvements	1,500,000	1,500,000	1,480,000	Replacement
Evidence Lab - Police	403,050	403,050	403,050	Replacement
Community Center Conference Room A	-	-	100,000	Replacement
	<u>\$ 6,133,050</u>	<u>\$ 6,133,050</u>	<u>\$ 4,613,050</u>	
Total Capital Outlay (Special Revenue Funds)	<u>\$ 9,060,200</u>	<u>\$ 9,060,200</u>	<u>\$ 6,910,200</u>	



August 15, 2025

DDA / TIFA DIRECTOR'S OFFICE

Ms. Mindy Moore  
Council Secretary  
City of Warren, Michigan

ONE CITY SQUARE, SUITE 215  
WARREN, MI 48093-6726  
(586) 574-4529  
www.cityofwarren.org

**Re: Request for Reconsideration – Gather + Grounds Project**

Dear Honorable Council Secretary,

The Downtown Development Authority's Fiscal Year 2026 Capital Outlay requests included a \$100,000 allocation to establish a coffee and sandwich stand on the first floor of Warren City Hall. Unfortunately, as I was unable to attend the budget review sessions, City Council may not have had the benefit of a full explanation of the project and its potential community impact.

As outlined in the attached proposal, this initiative—titled *Gather + Grounds*—would be operated by Rising Stars Academy, a 501(c)(3) nonprofit organization. It is envisioned as a high-quality coffee and bakery bistro that provides:

- Fresh food and coffee service to City Hall employees, patrons of the library, contractors, residents, and visitors.
- Inclusive job training and employment opportunities for young adults with intellectual disabilities.
- Activation of underutilized public space, enriching the atmosphere and experience of Warren's civic campus.

Rising Stars Academy currently operates several successful locations and is well-prepared to meet all lease and insurance obligations. This project has the full support of the DDA Board and aligns with the City's values of inclusion, community engagement, and revitalization of civic spaces.

We respectfully request that City Council reconsider its decision and restore the \$100,000 in funding within the FY2026 budget. Should Council approve this request, a budget resolution in proper form is attached. I am available to provide further details at Council's convenience, along with representatives from Rising Stars Academy and Gather + Grounds.

Thank you for your time and consideration.

Sincerely,

Countersigned:

Signed by:

*Tom Bommarito*

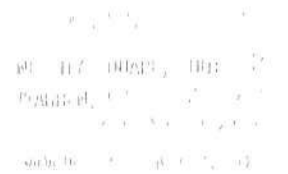
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Tom Bommarito  
DDA Director

Signed by:

*Lori M. Stone*

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Lori M. Stone  
Mayor, City of Warren





## Proposal: Gather + Grounds Bistro at Warren City Hall

Date: 7/1/2025

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### Overview

In response to ongoing requests from employees and visitors for a coffee shop within City Hall, I conducted research into potential options. During this process, I discovered that a location within the atrium was originally designated for a café as part of the building's architectural design.

To explore viable partnerships, I met with owners and managers of several local coffee shops. While supportive of the idea in principle, each declined due to concerns that daily foot traffic would not be sufficient to cover the costs of insurance, payroll, waste management, and other operational expenses.

Following these discussions, I reached out to Chef Mark Prentiss of **Rising Stars Academy**, a nonprofit organization that operates **Gather + Grounds**—a community-focused coffee and bakery bistro based in Center Line. After several meetings, we concluded that Gather + Grounds would be an ideal fit for City Hall and the community we serve.

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### About Rising Stars Academy and Gather + Grounds

Rising Stars Academy is a 501(c)(3) nonprofit organization dedicated to empowering individuals from underserved communities, with a primary focus on young adults with intellectual disabilities. Their mission is to:

- Cultivate a safe and inclusive environment for personal and professional growth
- Foster community interaction, acceptance, and appreciation of people of all abilities
- Provide training in barista skills, customer service, and food preparation
- Offer public exposure to their in-house bakery by selling its products
- Deliver an outstanding bistro experience to the general public

As a nonprofit organization, Rising Stars Academy receives funding from multiple sources and does not rely solely on sales revenue to support operations. They have confirmed their ability to pay rent as part of their plan.

In addition to their flagship location in Center Line, Gather + Grounds operates in Ferndale and Richmond. Rising Stars Academy recently expanded further by acquiring Haney's in Center Line, increasing their capacity to serve and train members of the community.

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### Proposal

I recommend that the Downtown Development Authority (DDA) support the construction of a



smaller-scale version of **Gather + Grounds** within the Warren City Hall atrium and lease the space to **Rising Stars Academy** for a nominal fee.

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### **Anticipated Benefits**

- Provides high-quality food and coffee services to City Hall employees, library patrons, contractors, residents, and guests
- Creates meaningful job training opportunities for young adults with intellectual disabilities
- Activates an underutilized space in City Hall, enhancing the building's functionality and atmosphere
- Offers inclusive early evening social events for program participants and their peers, planned approximately twice per month
- Reinforces the City of Warren's commitment to inclusion, community development, and innovation

All operational terms—including lease duration, hours of operation, insurance requirements, and facility use guidelines—will be formalized in a contract between the **City of Warren Downtown Development Authority (DDA)** and **Rising Stars Academy**, to be prepared by a **City of Warren attorney representing the DDA**.

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### **Conclusion**

**Gather + Grounds at Warren City Hall** will be more than just a café—it will serve as a vibrant daytime bistro and an inclusive social space that strengthens our community. This initiative fulfills a longstanding need for onsite amenities while supporting the mission of a values-driven nonprofit committed to making a meaningful impact.

**At this time, we are requesting that the DDA Board approve authorizing the appropriate City representatives to present this proposal to City Council and formally request the re-appropriation of funding for this project, as the initial request for allocation was removed from our budget.**

We believe this project is a valuable investment in both community enrichment and inclusive workforce development, and we look forward to moving it forward with your support.

Respectfully submitted,

Signed by:

*Tom Bommarito*

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Tom Bommarito

DDA Director



DATE: 8/19/2025

Lori M. Stone, Mayor  
City of Warren

RE: Request for Proposals: General Motors (GM) Dealer OEM Parts & Service  
(Name of the Project)

**Recommendation of Review Panel**

Dear Mayor Stone:

I am forwarding for your approval and appointment, my recommendation of the review panel for the above referenced Request for Proposal:

Mary Michaels, Acting City Attorney or her designee

Richard Fox, City Controller or his designee

Jared Gajos, Human Resource Director or her designee

Craig Treppa, Purchasing Agent

Russ Galorneau, Associate Manager

(Committee Member Name & Title)

Trisha/Ann Truskolaski, Parts Clerk

(Committee Member Name & Title)

Scott Raedel, DPW Superintendent

(Committee Member Name & Title)

(Committee Member Name & Title)

We also need a representative from the City Council. Please forward a request to our City Council so that they may appoint a representative at the next scheduled council meeting.

Respectfully Submitted,

Scott Raedel, Superintendent DPW

(Dept. Head Name & Title)

READ AND CONCUR:

Lori M. Stone, Mayor

DATE: AUGUST 19, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: GSA-W-1612; RECOMMENDATION TO AWARD THE PURCHASE AND INSTALLATION OF OFFICE FURNITURE FOR THE FIRE ADMINISTRATION BUILDING, UTILIZING THE GENERAL SERVICES ADMINISTRATION (GSA) CONTRACT #GS-27F-0024V.

The Purchasing Division concurs with the Fire Department and recommends that City Council award the purchase of Office Furniture for the Fire Administration Building, to National Business Furniture, 770 South 70<sup>th</sup> Street, Milwaukee, WI 53214, in the total amount of \$93,823.74, utilizing the GSA Contract #GS-27F-0024V.

The Fire Department is seeking to replace its current office furniture that was purchased back in the early 1990's. If approved by your honorable body, the following office spaces will receive new furniture:

- Fire Commissioner
- Office Coordinator
- Special Operations Chief
- EMS Chief
- Training Coordinator II (new position)
- EMS Billing Clerk (new position)
- Fire Inspectors (qty. 4)


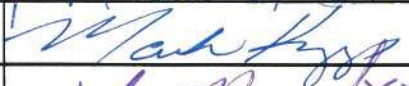
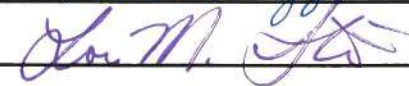
In addition, if approved by your honorable body, the department will be purchasing fifteen (15) 60" x 24" nesting tables and forty (40) armless flip seat nesting chairs for its training room, which will allow for an easier room configuration setup to accommodate the many meetings, events, and training sessions that are held in the Fire Administration Building.

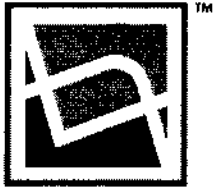
Funds are available in Account: 101-1336-97400.

Respectfully Submitted,



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/19/2025
Controller:		8/19/2025
MAYOR:		8/19/2025



# NATIONAL BUSINESS FURNITURE

## GENERAL SERVICES ADMINISTRATION Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage! A menu-driven database system. The INTERNET address for *GSA Advantage!* is: [www.gsaadvantage.gov](http://www.gsaadvantage.gov).

**Contract Number:** GS-27F-0024V

**Schedule Title:** Multiple Award Schedule

**Large Categories:** Furniture and Furnishings  
Security and Protection

**FSC Group:** 71 Furniture

**FSC Class:** 7105, 7110, 7125 & 7195

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov)

**Contract Period:** April 29, 2019 through April 28, 2024

**Prices Effective:** August 31, 2023 through December 31, 2023

**Contract Holder:**

National Business Furniture, LLC  
770 S 70<sup>th</sup> St  
Milwaukee, WI 53214  
Phone: 414-276-8511  
Fax: 414-276-8966  
Web Site: [www.nbf.com](http://www.nbf.com)

**Contract Administration:**

North American Marketing, Inc.  
Lighthouse Office Suites  
510 146th Street, Suite 3  
Ocean City, MD 21842  
Phone: 410-721-8803  
Fax: 410-721-0079

View GSA Approved products online at [www.NBF.com/GSA](http://www.NBF.com/GSA).

**Business size:** Large

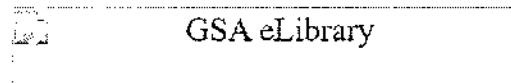


**Schedule**  
Contract GS-27F-0024V

Secure .gov websites use HTTPS



A lock (  ) or **https://** means you've safely connected to the .gov website. Share sensitive information only on official, secure websites.



View Contract Details

## Contractor Information

Contract #: GS-27F-0024V  
Contractor: NATIONAL BUSINESS FURNITURE, LLC  
Address: 770 S 70TH ST  
MILWAUKEE, WI 53214-3109  
Call: 800-558-1010  
Email: [GovSales@nbf.com](mailto:GovSales@nbf.com)  
Web Address: <http://NBF.com>  
SAM UEI: JJJ2JY8TJRZ8  
NAICS: 337214

Socio-Economic :	Other Than Small Business
Current Option Period End Date :	Apr 28, 2029
Ultimate Contract End Date :	Apr 28, 2029

## National Business Furniture

**Quote QM702833 v(3)**

August 18, 2025

CITY OF WARREN FIRE DEPARTMENT  
 COMMISSIONER MCADAMS  
 23295 SCHOENEHERR RD  
 WARREN, MI 48089  
 Phone: (586) 756-2800 ext. 3110

CITY OF WARREN FIRE DEPARTMENT  
 COMMISSIONER MCADAMS  
 23295 SCHOENEHERR RD  
 WARREN, MI 48089  
 Phone: (586) 756-2800 ext. 3110

Qty	Item	Description	Options	List Price	Price Each	Ext. Price
<b>Commissioner</b>						
5	LESCUST	Willow Guest Chair W Arms	Leg Finish: Charcoal, Back, Seat, And Arms: Grade 2 Boothby Castlerock	\$6,432.35	\$786.70	\$3,933.50
1	13165	Computer Credenza	Ash Black	\$2,099.00	\$1,309.49	\$1,309.49
1	227524	4ft conference table	Ash Black	\$1,155.00	\$634.04	\$634.04
1	227516	68" L Desk Right Return	Ash Black	\$3,718.00	\$1,807.94	\$1,807.94
1	227113	Bookcase w/Lower Doors	Ash Black	\$1,239.00	\$586.27	\$586.27
1	227124	Hutch	Ash Black	\$1,559.00	\$750.07	\$750.07
1	76914	Two Seat Lounge Chair	Dillon Black/Charcoal Painted Metal Frame	\$1,049.00	\$736.19	\$736.19
2	223753	La-Z-Boy Manager Chair	Black Bonded Leather/Chrome Frame	\$798.00	\$381.29	\$762.58
					Subtotal	\$10,520.08
<b>Office Coordinator</b>						
2	LESCUST	Willow Guest Chair W Arms	Leg Finish: Charcoal, Back, Seat, And Arms: Grade 2 Connelly Firefinch	\$2,572.94	\$786.70	\$1,573.40
1	LESCUST	Willow Conversational Table	Leg Finish: Charcoal, Table Top Surface: Midnight Black	\$830.18	\$507.67	\$507.67
1	227113	Bookcase w/Lower Doors	Ash Black	\$1,239.00	\$586.27	\$586.27
1	227518	65" HA L Desk Left Return	Ash Black	\$3,636.00	\$2,210.39	\$2,210.39
2	227115	Two Drawer Lateral File	Ash Black	\$2,538.00	\$599.92	\$1,199.84
1	223753	La-Z-Boy Manager Chair	Black Bonded Leather/Chrome Frame	\$399.00	\$381.29	\$381.29
					Subtotal	\$6,458.86
<b>Special Ops</b>						
1	86537	66x22 Double Pedestal Credenza	Gray Washed Maple Laminate Top/Black Painted Steel Base	\$1,517.00	\$827.19	\$827.19
					Subtotal	\$827.19

**EMS Chief**

2	227113 Bookcase w/Lower Doors	Ash Black	\$2,478.00	\$586.27	\$1,172.54
1	227524 4ft conference table	Ash Black	\$1,155.00	\$634.04	\$634.04
1	227518 65" HA L Desk Left Return	Ash Black	\$3,636.00	\$1,917.14	<u>\$1,917.14</u>
				Subtotal	\$3,723.72

**Training Room**

40	GLOCUST Armless Flip Seat Nest Chair	Spritz Armless Flip Seat Nesting Chair, Casters (6764C), Mesh Finish: Burgundy U2, Seat Textile: Wv08 Plasma Grade 1, Frame Finish: Black Tbl, Casters: 2" Carpeted Surfaces	\$27,560.00	\$526.67	\$21,066.80
15	GLOCUST Nesting Table 60"X24"	Terina Tables Rectangular Table, Laminate Top, 60"W X 24"D (Gft2460R) - Laminate Top: Black, Laminate Edge: Black, Leg Finish, Black	\$29,280.00	\$1,310.11	<u>\$19,651.65</u>
				Subtotal	\$40,718.45

**Andrea**

2	55652 Bariatric Chair Premium Uph	Chambray Seafoam Vinyl/Black Steel Frame	\$566.00	\$508.69	\$1,017.38
1	225616 66" Hutch with Tackboard	Black/Gray	\$1,178.00	\$569.66	\$569.66
1	11039 Steel L-Desk w/Center Drawer	Gray Washed Maple Laminate Top/Black Painted Steel Base	\$2,304.00	\$1,391.39	\$1,391.39
1	223494 Lateral File w/Laminate Top	Black/Gray Maple	\$1,118.00	\$686.14	<u>\$686.14</u>
				Subtotal	\$3,664.57

**Coordinator Office**

1	227115 Two Drawer Lateral File	Ash Black	\$1,269.00	\$599.92	\$599.92
1	227124 Hutch	Ash Black	\$1,559.01	\$750.07	\$750.07
1	227514 65" L Desk Left Return	Ash Black	\$2,718.00	\$1,487.17	<u>\$1,487.17</u>
				Subtotal	\$2,837.16

**Fire Prevention**

4	227115 Two Drawer Lateral File	Ash Black	\$5,076.04	\$599.92	\$2,399.68
4	227124 Hutch	Ash Black	\$6,236.04	\$750.07	\$3,000.28
2	227518 65" HA L Desk Left Return	Ash Black	\$7,272.00	\$1,917.14	\$3,834.28
2	227519 65" HA L Desk Right Return	Ash Black	\$7,272.00	\$1,917.14	<u>\$3,834.28</u>
				Subtotal	\$13,068.52

**Fire Prevention Office**

2	226446 Guest Chair	Dillon Black Polyurethane Seat, Back & Armpad/Charcoal Base & Armrest	\$1,000.02	\$308.49	\$616.98
1	227115 Two Drawer Lateral File	Ash Black	\$1,269.01	\$599.92	\$599.92
1	227518 65" H A L Desk Left Return	Ash Black	\$3,636.00	\$2,210.39	<u>\$2,210.39</u>
				Subtotal	\$3,427.29

- \*PO is required at time order is placed
- \*Changes in quantity may result in price change
- \*All products have a Limited Lifetime warranty
- \*Quote includes pricing for order AEPA contract 022-A  
Oakland Schools 022-D, Cooperate Contract Network
- \* NBF GSA Contract number is GS-27F-0024V
- \* Your local sales associate is Rob Armes
- \* These Products are NON-RETURNABLE.
- \* INSTALLATION AND DEBRIS REMOVAL IS INCLUDED

Merchandise	\$108,438.72
Discount	\$23,667.13
Subtotal	\$85,245.84
Shipping	\$3,152.90
Installation	\$5,425.00
Project Total	\$93,823.74

You will be invoiced for the balance of \$93,823.74 when the final products ship. Payment is due according to our terms of Net 45 days from date of invoice unless other special arrangements have been made.

In the event of any problems at the time of installation, you may reserve the final 10% of the balance until resolution. After resolution, the final balance will be due within 1 week of completion of the work. X \_\_\_\_\_



# **City of Warren Fire Department**

## **Furniture Office Supporting Document**

Prepared by: Rob Armes

Height Adjustable L Desk Left Return – Office Coordinator (Qty 1), Coordinator Office



## Statesman L-Shaped Standing Computer Office Corner Desk - 65"W x 72"D

Item #: 227518      Brand: NBF Signature Series  
Collection: Statesman

**\$2,809.00**

Finish: **Ash Black**



Lateral File – Office Coordinator (Qty 2), Coordinator Office (Qty 1)



## Two Drawer Lateral File

Item #: 227115      Brand: NBF Signature Series

Collection: Statesman

No Ratings [Write the First Review](#)

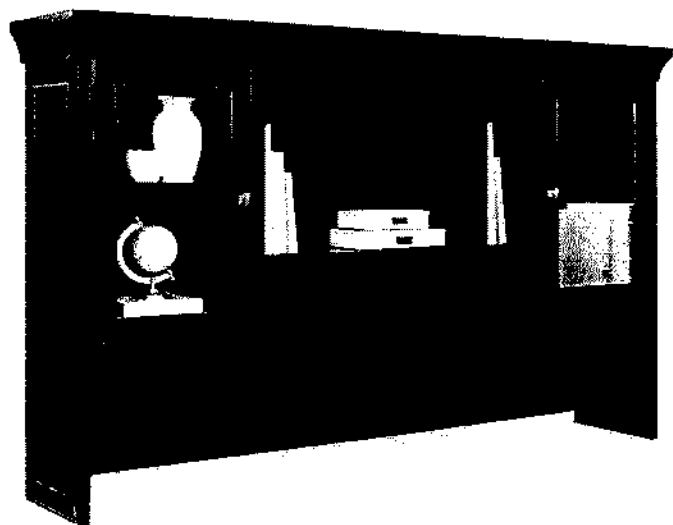
**\$879.00**

A: **Ash Black**

Finish



Hutch – Commissioner (Qty 1), Coordinator Office (Qty 1)



## Hutch

Item #: 227124 Brand: NBF Signature Series

Collection: Statesman

No Ratings [Write the First Review](#)

**\$1,099.00**

A: **Ash Black**

Finish



Executive L Desk – Commissioner (Qty 1)



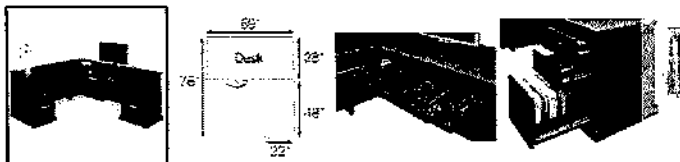
## Statesman Executive L-Shaped Desk with Right Return - 69"W x 76"D

Item #: 227516

Brand: NBF Signature Series

Collection: Statesman

**\$2,649.00**

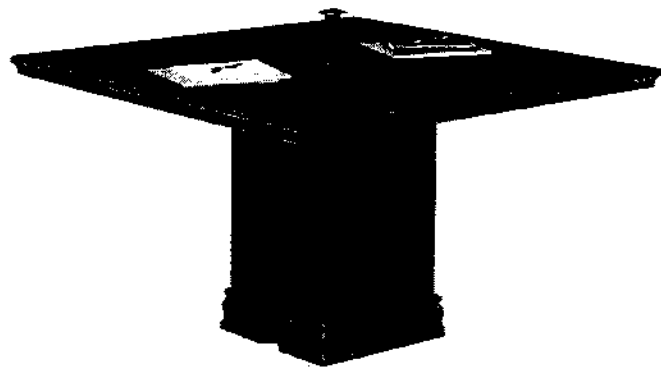


Conference Table – Commissioner (Qty 1), Ems Chief (Qty 1)

## Statesman 4 Ft Conference Table 48"W x 48"W

Item #: 227524    Brand: NBF Signature Series  
Collection: Statesman

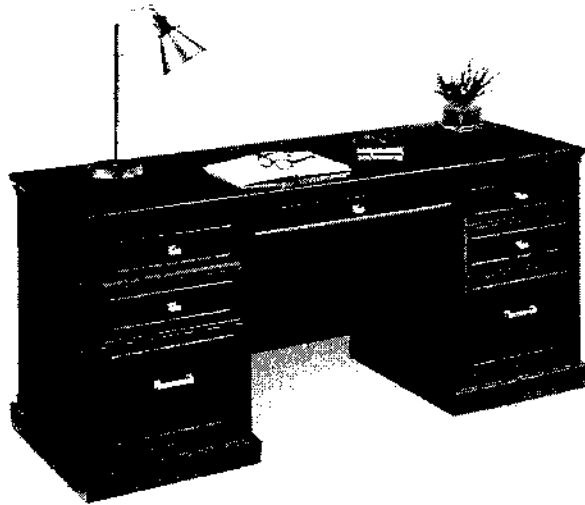
**\$929.00**



A: Ash Black  
Finish



Credenza Desk – Commissioner (Qty 1)



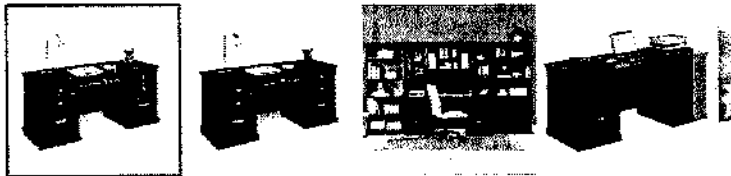
## Statesman Credenza Desk with Keyboard Tray 68"W x 24"D

Item #: 13165 Brand: NBF Signature Series

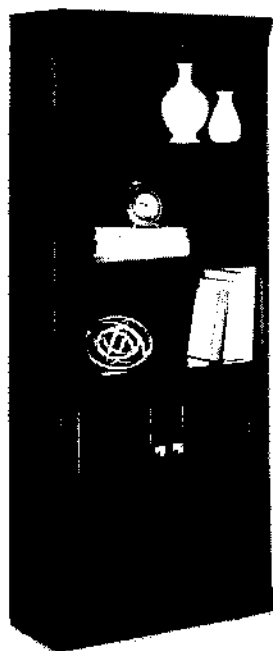
Collection: Statesman

**\$1,499.00**

A: Ash Black  
Finish



Bookcase – Commissioner (Qty 1), Office Coordinator (Qty 1), EMS Chief (Qty 2)



## Statesman Five Shelf Bookcase with Doors - 72" H x 30" W

Item #: 227113

Brand: NBF Signature Series

Collection: Statesman

**\$859.00**

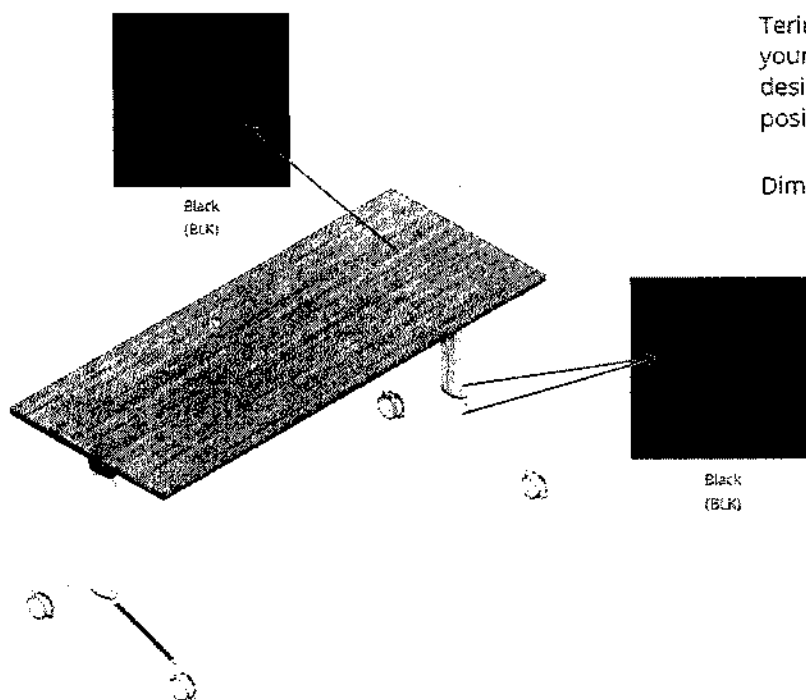
A: Ash Black

Finish





## Terina™ Tables Rectangular Table, Laminate Top, 60"W x 24"D (GFT2460R)



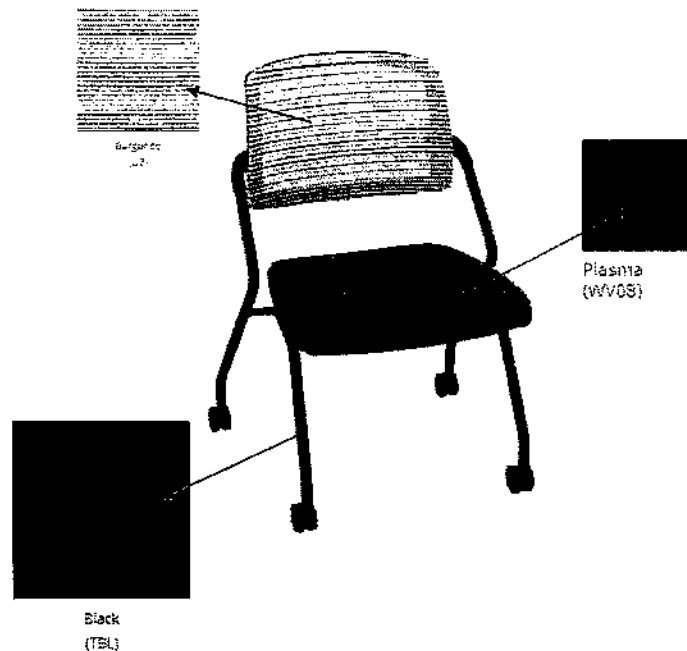
Terina™ is a multi-purpose table that allows you to quickly adapt your space to suit your needs. The simple flip-top mechanism is designed for single-handed operation. Tables nest in an upright position to minimize storage space.

Dimensions: W60 x D24 x H29 IN.



## Training Nesting Tables – Training Room (Qty 15)

### Spritz™ Armless Flip Seat Nesting Chair, Casters (6764C)



Mobile and comfortable, Spritz keeps everyone engaged. The series extends itself with work chairs in two back heights and counter/transaction height stools. The translucent, elasticized mesh back is available in a range of colors that are easy to coordinate with any Global textile. Spritz offers an economical, versatile and highly durable choice for the workplace and learning environment.

- Task and Multi-Purpose models are standard with Global's high quality Soft Descent™ pneumatic lift which slowly and gently taking it easy to obtain the  
sliding seat depth  
light sensing synchro tilter  
control mechanism.
- Nesting and Multi-Purpose models feature an auto-adjusting comfort back. Spring loaded back reacts to body pressure and articulates 12°.
- Nesting chairs have a flip up seat allowing chairs to stack horizontally.
- Nesting chairs are standard with four Black nylon glides, C1 carpet casters or with two casters at front, two glides at rear.

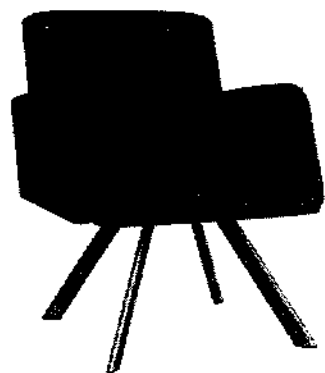


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Guest Chair – Commissioner (Qty 5), Commissioner Coordinator (Qty 2 and 1 Table)

---

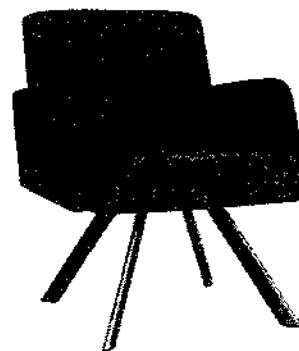
Commissioner



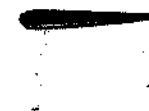
Willow Guest Chair



Commissioner Coordinator



Willow Guest Chair



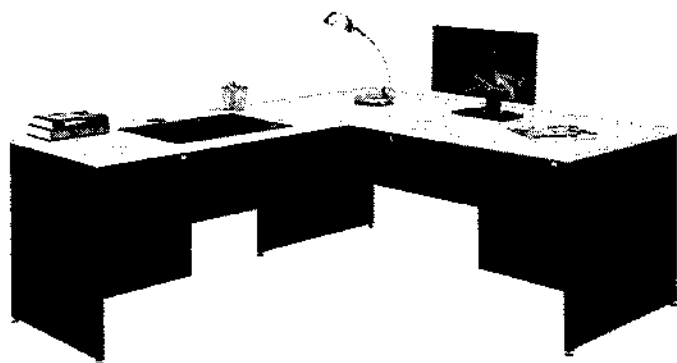
Willow Converssional Table



---

Carbon Desk – Andrea (Qty 1)

---



## Carbon L-Shape Reversible Steel Desk with Center Drawer - 66"Wx78"D

Item #: 11039 | Brand: NBF Signature Series  
Collection: Carbon

**\$1,529.00**

A: **Gray Maple**  
Finish



---

Carbon Hutch – Andrea (Qty 1)

---

## Carbon Hutch with Tack Board - 66"Wx14"D

Item #: 225816

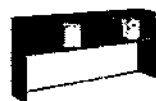
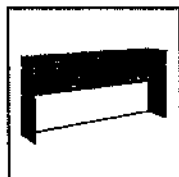
Brand: NBF Signature Series

Collection: Carbon

No Ratings [Write the First Review](#)

**\$639.00**

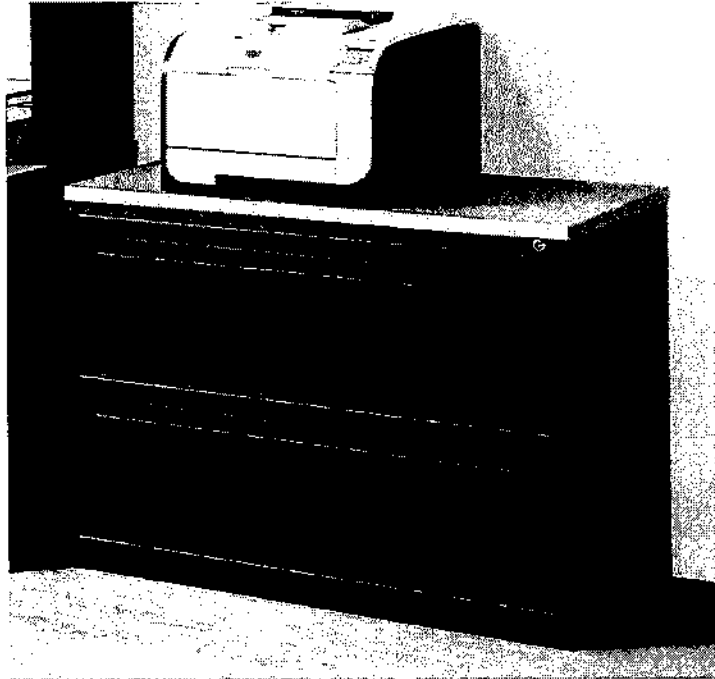
A: **Black**  
Finish



---

Carbon Lateral File – Andrea (Qty 1)

---



## Carbon Lateral File 36"Wx18"D

Item #: 223494

Brand: NBF Signature Series

Collection: Carbon

**\$769.00**

A: **Gray Maple**

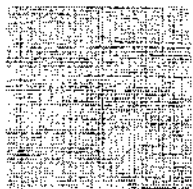
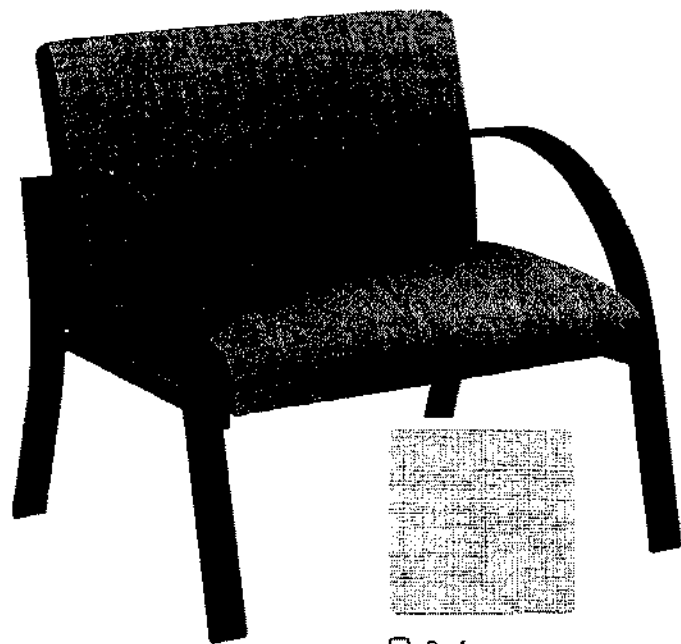
Laminate Top



---

Guest Chair – Andrea (Qty 2)

---



☐ Seafoam



## Symphony Bariatric Guest Chair in Premium Upholstery

Item #: 55652      Brand: NBF Signature Series  
Collection: Symphony

**\$559.00**

Upholstery: **Seafoam**

Patterned Vinyl



Patterned Vinyl/Solid Vinyl



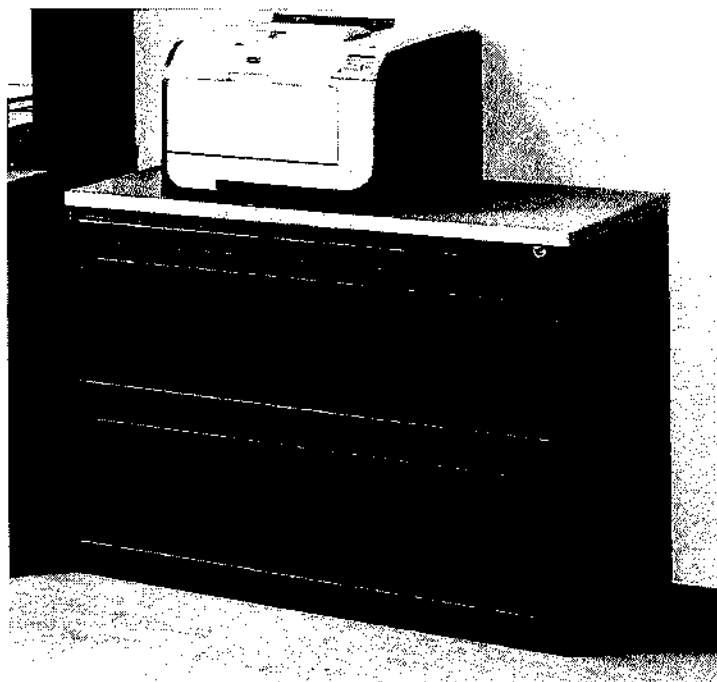
Steel Finish:



---

Carbon Lateral File – Andrea (Qty 1)

---



## Carbon Lateral File 36"Wx18"D

Item #: 223494

Brand: NBF Signature Series

Collection: Carbon

**\$769.00**

A: **Gray Maple**

Laminate Top

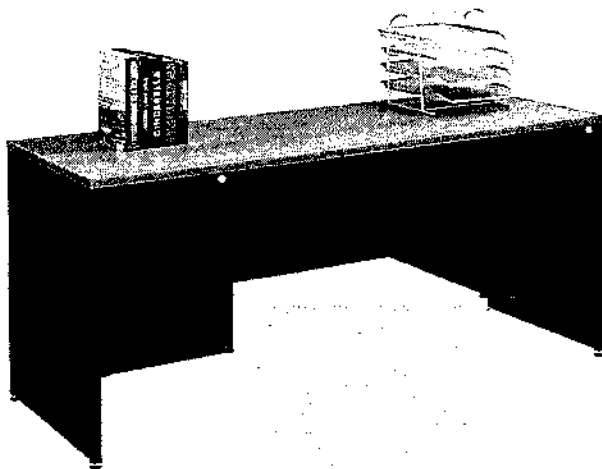




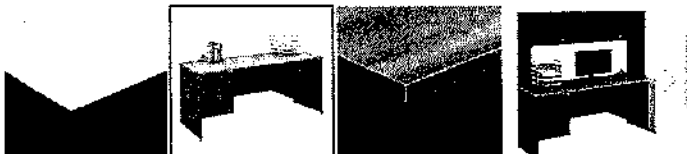
---

Carbon Credenza – Special Ops (Qty 1)

---



☐ Gray Maple



## Carbon Double Pedestal Credenza 66"W x 22"D

Item #: 86537

Brand: NBF Signature Series

Collection: Carbon

**\$909.00**

A: **Gray Maple**  
Finish



---

PREPARED BY

---

**Rob Armes**

National Business Furniture - Michigan Account Executive

248-318-8940 (Cell Phone)

[roba@nbf.com](mailto:roba@nbf.com)

**National Business Furniture, LLC**

770 South 70<sup>th</sup> Street

Milwaukee, WI 53214





National Business  
Furniture

Andrea

25% Off Select Desks

[Home](#) / La-Z-Boy Sutherland Manager's Chair

Quick Ship

## La-Z-Boy Sutherland Manager's Chair

Item #: 223753

Brand: La Z Boy

Collection: Sutherland

4.5 by 6 Ratings [Write a Review](#)

\$419.00

5% OFF orders \$5,000+

Estimated 2-5 business days for delivery.

Upholstery: **Black Bonded Leather**

Bonded Leather



Microfiber



- 1 +

Add to Cart

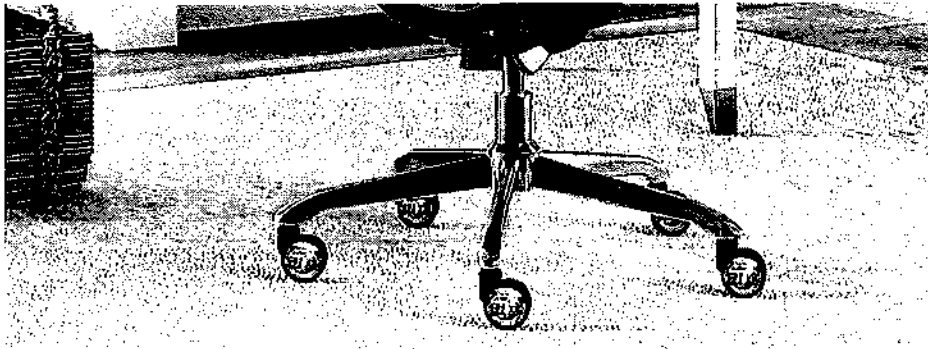


[Request Color Sample](#)

[Request a Quote](#)



La-Z-Boy Sutherland Manager's Chair



.....

Overview ^

Shipping Info ^

Guides & Info ^

Q & A ^

## Elevate Your Workspace

Complete the stylish look of your office desk with the Sutherland Bonded Leather Executive Chair with Plush Cushioning. Beautiful, quilted stitching detail and generously padded headrest, arms, seat, and back add a sense of luxury to the modern design of this desk chair. With contoured lumbar support, you will stay comfortable and supported during long hours at work. This executive office chair is supported by a polished chrome base with five casters for easy movement.

Elevate your space with the Sutherland chair collection, a harmonious blend of polished elegance and unwavering support. These chairs exude a refined charm with stylish details that enhance the overall aesthetic. Marked by chic details, these chairs stand out amongst the rest.

Assembly Required

## Product Features

- **Assembly Required**
- **Bonded leather upholstery with modern stitching detail**
- **Plush cushioning on headrest, arms, seat and back for ideal comfort**
- **Pneumatic seat height adjustment is easily customizable**
- **Polished chrome base supports five casters for an easy glide**
- **Weight Capacity: 275lbs**

## The Finer Details

**Total Dimensions** 23.5"Wx29.5"Dx40.5-43.5"H

**Seat Dimensions** 20.75"Wx27.5"Dx19.5-22.5"H

**Weight** 48.02 lbs

**Carton Data** 16.8"Wx31.5"Dx24"H

## Individual Dimensions

**Back** 21"Wx27"H

**Arm** 26.25-29.5"H

## Explore the Collection

nbf

Chauvin & adam  
(2)[25% Off Select Desks](#)[Home](#) / La-Z-Boy Bellamy Executive Chair

## La-Z-Boy Bellamy Executive Chair

Item #: 223757

Brand: La Z Boy

Collection: **Bellamy**3.7 by 3 Ratings [Write a Review](#)**\$519.00**

5% OFF orders \$5,000+

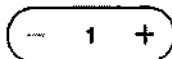
A: Black

Bonded Leather



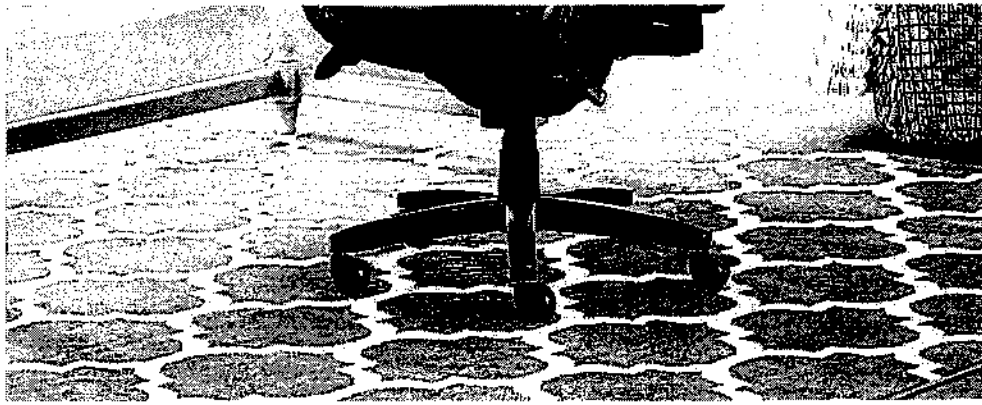
B: Mahogany

Frame Finish



Add to Cart

[Request Color Sample](#)[Request a Quote](#)


[Overview](#)
[Shipping Info](#)
[Guides & Info](#)
[Q & A](#)

## Elevate Your Workspace

Sink into the ergonomically designed Bellamy Bonded Leather Executive Chair with ComfortCore Technology and relax at your office desk. The layered memory foam cushions and padded armrests are designed with your comfort in mind while working on your computer. Adjust the height and recline tension to create a totally custom experience. The Bellamy features ComfortCore Technology to provide optimal back and leg support.

The Bellamy collection redefines executive seating with its luxurious bonded leather upholstery and innovative ComfortCore Technology. Crafted to perfection, each chair in this collection features ergonomically designed, layered memory foam cushions that provide exceptional comfort and support throughout long workdays.

Assembly Required

## Product Features

- **Assembly Required**
- **ComfortCore Plus with Memory Foam** advanced layering system provides varying support
- **Ergonomic seat-side controls** allow for quick and easy height and tilt adjustment
- **Memory foam layer** conforms to deliver individualized support
- **Plush pillowed body layers** provide cushioning and pressure point relief
- **Softer support layer** at front of seat cushion for flexible comfort
- **Weight Capacity:** 275lbs
- **Contoured lumbar zone** provides customized lower back support
- **Firmer support layer** at back of seat cushion for stronger support
- **Mid-layer seat cushioning** adds stability and durability
- **Poly-fiber top layer** adds to overall plushness
- **Top layer seat cushioning** helps



National Business  
Furniture

chawin

[25% Off Select Desks](#)

[Home](#) / Rivet Two-Seat Lounge Loveseat

Bestseller

Quick Ship

## Rivet Two-Seat Lounge Loveseat

Item #: 76914

Brand: **NBF Signature Series**

Collection: **Rivet**

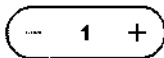
4.9 by 10 Ratings [Write a Review](#)

**\$809.00**

5% OFF orders \$5,000+

Estimated 2-5 business days for delivery.

Upholstery: **Warm Cognac**

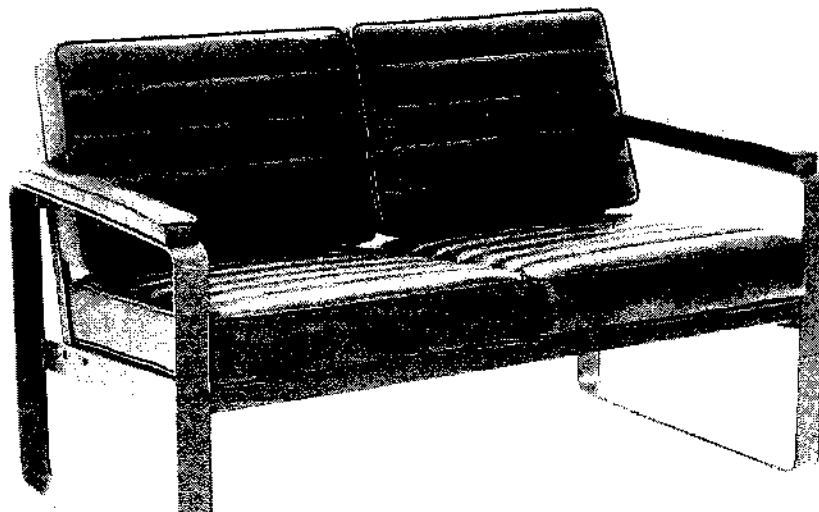


Add to Cart



[Request Color Sample](#)

[Request a Quote](#)





Height Adjustable L Desk Left Return – Fire Prevention (Qty 2), Fire Prevention Coordinator (Qty 1)



## Statesman L-Shaped Standing Computer Office Corner Desk - 65"W x 72"D

Item #: 227518

Brand: NBF Signature Series

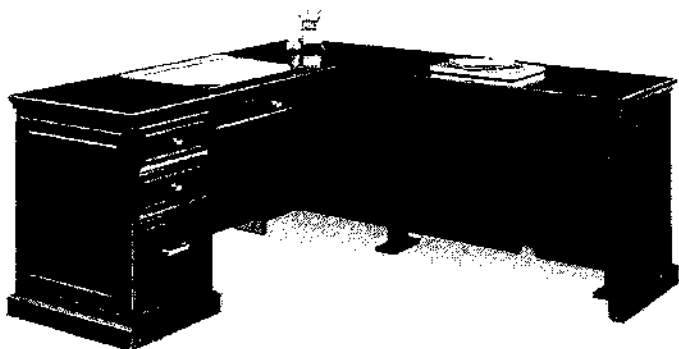
Collection: Statesman

**\$2,809.00**

Finish: **Ash Black**



Height Adjustable L Desk Left Return – Fire Prevention (Qty 2)



## Statesman Adjustable Height L-Shaped Desk with Right Return - 65"W x 72"D

Item #: 227519

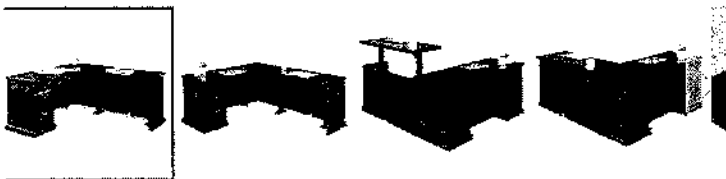
Brand: NBF Signature Series

Collection: Statesman

**\$2,809.00**

A: **Ash Black**

Finish



Lateral File – Fire Prevention (Qty 4), Fire Prevention Coordinator (Qty 1)



## Two Drawer Lateral File

Item #: 227115    Brand: NBF Signature Series

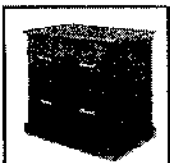
Collection: Statesman

No Ratings   [Write the First Review](#)

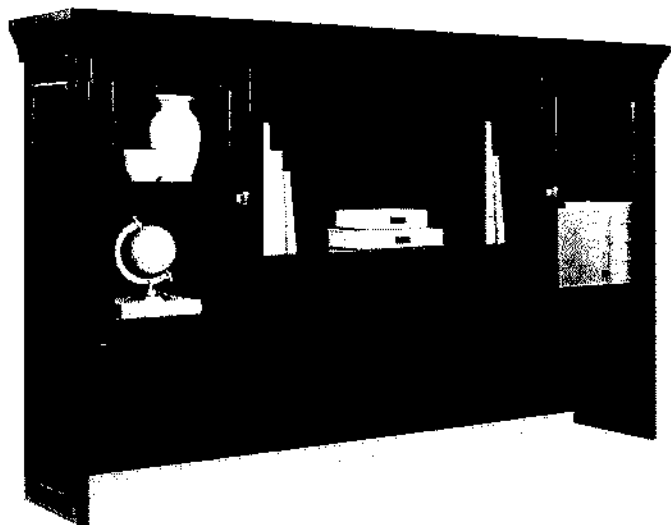
**\$879.00**

A: **Ash Black**

Finish



Hutch – Fire Prevention (Qty 4)



## Hutch

Item #: 227124 Brand: NBF Signature Series

Collection: Statesman

No Ratings [Write the First Review](#)

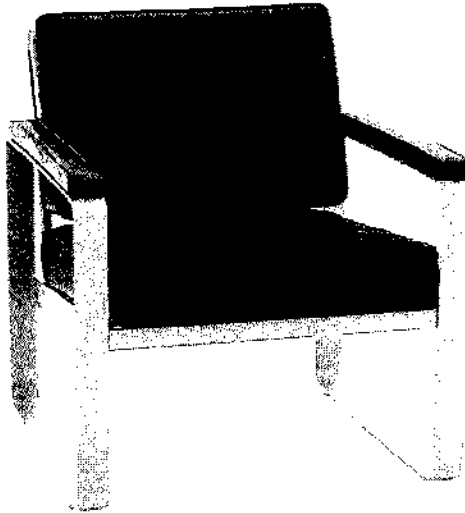
**\$1,099.00**

A: Ash Black

Finish



Guest Chair – Fire Prevention (Qty 2)



## Rivet Guest Chair

Item #: 226446

Brand: NBF Signature Series

Collection: Rivet

**\$339.00**



---

PREPARED BY

---

**Rob Armes**

National Business Furniture - Michigan Account Executive

248-318-8940 (Cell Phone)

[roba@nbf.com](mailto:roba@nbf.com)

**National Business Furniture, LLC**

770 South 70<sup>th</sup> Street

Milwaukee, WI 53214





August 13, 2025

Craig Treppa  
Purchasing Agent

**WARREN FIRE DEPARTMENT**

23295 Schoenherr  
Warren, MI 48089  
(586) 756-2800  
[www.cityofwarren.org](http://www.cityofwarren.org)

Subject: Fire Administration Office Furniture

Craig

The fire department desires to purchase office furniture in the total amount of \$93,823.74 for the fire administration building from National Business Furniture LLC., using GSA contract # GS-27F-0024V. The furniture will replace metal office furniture that was purchased when the fire administration building opened in the early 1990's. Offices that will get new furniture include the Fire Commissioner, Office Coordinator, Fire Inspectors (four), Special Operations Chief along with office furniture for new positions of Training Coordinator II and EMS Billing Clerk that we are in the process of completing the build out of offices spaces for these employees to work out of. Additionally, the department is also purchasing stackable tables and chairs for our training room which will improve our ability to use the transform the training room for different types of training, meeting and events.

It is the expectation that the office furniture will have a life span of at least 20 years as once the furniture is assembled or placed in the office it will most likely never be moved again as the size of office spaces does not allow for multiple configurations of office furniture within the office spaces.

Therefore, it is the recommendation of the fire department to approve the purchase of office furniture and training room furniture for the fire administration building in the amount of \$93,823.74.

Please direct questions to my attention at Ext. 3100.

Funds are available for this purchase in line items 101-1336-97400.

Professionally,

Fire Commissioner  
Wilburt McAdams

**RESOLUTION**

Document No: GSA-W-1612

Product or Service: Purchase and Installation of Office Furniture

Requesting Department: Fire Department

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, 2025 in the Council Chamber at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

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

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

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

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

Upon performing a diligent inquiry, the Fire Department has determined that it is necessary in the best interest of the Fire Department, to acquire new office furniture for the Fire Administration Building from National Business Furniture, 770 South 70<sup>th</sup> Street, Milwaukee, WI 53214, in the total amount of \$93,823.74, utilizing the General Services Administration (GSA) Contract #GS-27F-0024V.



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

Funds are available in the following Account: 101-1336-97400.

IT IS RESOLVED, that the purchase of office furniture from National Business Furniture, utilizing the GSA Contract #GS-27F-0024V, in the total amount of \$93,823.74, is hereby accepted by City Council.

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

☐ Cooperative Bid document  
☒ 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: AUGUST 18, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO INCREASE THE AWARD OF BID ITB-W-0307; RIDGEWOOD PARK IMPROVEMENTS

The Purchasing Division concurs with the Public Service Director and recommends that City Council approve an increase of award for bid ITB-W-0307; to furnish Ridgewood Park Improvements, to Gibraltar Construction, Co., 2650 Van Horn Road, Trenton, MI 48183, from an amount of \$305,459.00 to a total amount of \$311,118.82 (an increase of \$5,659.82).

On June 8, 2021, City Council awarded Gibraltar Construction, Co. for furnishing Ridgewood Park Improvements, in a total amount of \$305,459.00, of which \$20,000.00 to be utilized as contingency funds.

The Parks and Recreation Department is seeking an increase of award, from an amount of \$305,459.00 to a total amount of \$311,118.82 (an increase of \$5,659.82), for additional project costs that were beyond the original scope of work. These additional project costs included, but not limited to, furnishing permanent measurers during construction to evacuate excess water from the site due to unique drainage challenges, and furnishing additional required concrete and undercuts.

If approved by your honorable body, Payment No. 3 and Final, in the amount of \$54,637.31, shall be paid to Gibraltar Construction, Co., after three (3) days of City Council approval of the Contract Modification No. 1 and Final, including releasing any interest on retainage.

Funds are available in the following Account: 208-9208-97400.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		5/18/2025
Controller:		8/18/25
MAYOR:		8/19/25



555 Hulet Drive  
Bloomfield Hills, MI 48302-0360  
248-454-6300  
www.hrcengr.com



August 16, 2025

City of Warren – Parks & Recreation Department  
Warren Community Center  
5460 Arden Ave.  
Warren, Michigan 48092

Attn: Mr. Anthony Casasanta, Director of Parks and Recreation  
Re: Final Pay Application  
Ridgewood Park Project

HRC Job No. 20200165.24

Dear Mr. Casasanta:

The final Pay Application was received from Gibraltar Construction and reviewed. There were some additional project costs beyond the original scope of work.

As you know, the Ridgewood Park project posed unique drainage challenges. We had to take additional permanent measures during construction to evacuate excess water from the site. These measures included adding underdrain that was tied into the sewer, as well as adding infiltration structures to one part of the site. Other justified costs such as additional required concrete and undercuts emerged as well. Some work was added by the previous Parks and Recreation administration, such as the movement of material from the Ridgewood site to another City site.

The original project contingency was \$20,000.00. That contingency was spent and an additional \$5,659.82 was required, beyond the original contract sum.

After thoroughly reviewing the project finances, the final Pay Application calls for **\$54,637.31** to be paid out. This includes work within the original scope as well as contingencies/changes. The final total construction cost of the project is \$311,118.82.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

Steven T. Sack, RA, NCARB  
Staff Architect

Attachment: Final Pay Application

pc: City of Warren; C. Treppa; D. Muzzarelli  
HRC; File; A. Melchior



DEPARTMENT OF PUBLIC SERVICE  
One City Square, Suite 320  
Warren, MI 48093-5284  
(586) 574-4604  
Fax (586) 574-4517  
[www.cityofwarren.org](http://www.cityofwarren.org)

August 14, 2025

TO: Craig Treppa, Purchasing Agent

RE: **CONSIDERATION AND ADOPTION OF RESOLUTION to approve a Contract Modification for Ridgewood Park Improvements (ITB-W-0307), increasing the current contract amount by \$5,659.82 resulting in an amended contract amount of \$311,118.82 to Gibraltar Construction Company**

Attached hereto is a copy of the proposed Contract Modification No. 1 to the, 2021 Ridgewood Park improvements (ITB-W-0307).

The contract modification is for an increase in contract funding for a trail, gazebo and miscellaneous items at Ridgewood Park.

The total amount of the requested additional funding in the attached Contract Modification No. 1 2021 Ridgewood Park Improvements is \$5,659.82 resulting in a total amended contract amount of \$311,118.82..

The Public Service Department recommends that the Warren City Council approve the Contract Modification No. 1 for 2021 Ridgewood Park Improvements presented in the attached Contract Modification No. 1.

Availability of funding has been reviewed by the Budget Director as indicated in the attached resolution.

Please place this item on the first available City Council agenda for consideration. If you have any questions regarding this matter, I can be reached in my office at (586) 574-4692.

Read and Concurred:

  
David Muzzarelli  
Public Service Director

**RESOLUTION**

Document No: ITB-W-0307 Increase of Award  
Product or Service: Ridgewood Park Improvements  
Requesting Department: Parks and Recreation

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

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

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

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

On June 8, 2021, City Council awarded Gibraltar Construction, Co., 2650 Van Horn Road,  
Trenton, MI 48183, for furnishing Ridgewood Park Improvements, in a total amount of  
\$305,459.00, of which \$20,000.00 to be utilized as contingency funds.

Upon performing a diligent inquiry, the Public Service Director has determined that is it  
necessary in the interest of the City, to increase the award from \$305,459.00 to a total amount of  
\$311,118.82 (an increase of \$5,659.82) for additional project costs.

Funds are available in the following Account: 208-9208-97400.

IT IS RESOLVED, that the increase of award to Gibraltar Construction, Co. is hereby  
accepted by City for a total amount of \$311,118.82 (an increase of \$5,659.82).

IT IS FURTHER RESOLVED, that the Mayor and Clerk of the City of Warren are authorized  
to execute Contract Modification No. 1 for the City Contract ITB-W-0307 Ridgewood Park  
Improvements in such form that meets with the approval of the City Attorney.

IT IS FURTHER RESOLVED, that Payment No. 3 and Final in the amount of \$54,637.31 shall be issued to Gibraltar Construction Co. after three (3) days of City Council's approval of the Contract Modification No. 1 and Final, including releasing any interest on retainage.

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

- ☐ Cooperative Bid document
- ☐ Contract
- ☒ 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: August 19, 2025

TO: Mindy Moore, Council Secretary

RE: New Appointment to Animal Welfare Commission

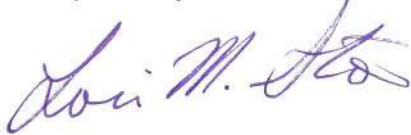
City Council:

Pursuant to Code of Ordinances, Chapter 2, Section 2-192, and by the authority vested in me, I hereby notify you of the following new appointment.

Name	Date of Expiration
Brianna O'Brien	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,



Lori M. Stone  
Mayor

Cc: Clerk  
Animal Welfare Commission



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

### City Commission / Board Application

Commission / Board applied for: ANIMAL WELFARE COMMISSION

Name: Brianna O'Brien

Address: [REDACTED] Zip: [REDACTED]

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

Email Address: [REDACTED]

Driver's License Number (for internal use ONLY): \_\_\_\_\_

Number of Years a Warren Resident: 11/16/09 Warren Business Owner? no  
(Name of Business)

☒ New Appointment Request

☐ Re-Appointment Request

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

Have you ever been convicted of a felony? YES \_\_\_\_\_ NO ☒

Do you have any felony charges pending against you at this present time? YES \_\_\_\_\_ NO ☒

*If so, please complete the following:*

Date of offense: \_\_\_\_\_ Offense Description: \_\_\_\_\_

Where: \_\_\_\_\_ Disposition: \_\_\_\_\_

Work Experience: Team Lead - Central Transport (present)

Child Welfare Specialist - The Children's Center (2021)

Foster care coach - Orchard's Children's Services (2020-2021)

Customer Service Representative - Central Transport (2018-2020)

Supervisor - Buscemi's Pizza (2017-2018)

(Continued on reverse side)

Education: Bachelor of Arts - Sociology Wayne State University 2000  
General Studies - Macomb Community College

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

Macomb angel - Hope not Handicaps - Face addiction now  
Volunteer - Animal Control - City of Warren

Political Offices held, if any (Please include dates of service): n/a

Please feel free to add any additional information:

**\*NOTE: All potential appointments:**

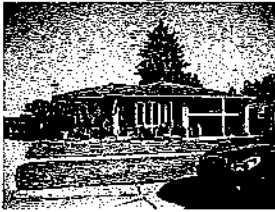
- Prior to appointment, a background investigation will be conducted; and
- Applicant must be current on all outstanding taxes, water bills, permit fees or special assessments that are past due prior to date of appointment

**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](mailto:mayor@cityofwarren.org)**

(Property Address)

Parcel Number: [REDACTED] Number [REDACTED]



Item 1 of 2

1 Image / 1 Sketch

Customer Name: O'BRIEN [REDACTED]

**Summary Information**

> Residential Building Summary

- Year Built: 1960
- Full Baths: 1
- Sq. Feet: 1,334
- Bedrooms: 3
- Half Baths: 1
- Acres: 0.175

> Utility Billing information found

> Assessed Value: \$119,110 | Taxable Value: \$56,493

> Property Tax information found

> 3 Building Department records found

**Owner and Taxpayer Information**

Owner

O'BRIEN [REDACTED]

Taxpayer

SEE OWNER  
INFORMATION

**Amount Due**

Current Taxes: **\$2,931.69**

[Pay Now](#)

**Legal Description**

"KARAM MANOR SUBDIVISION NO. 2" S 20.0 FT LOT 147 AND N 39.0 FT OF LOT 148 L44 P.20

Recalculate amounts using a different Payment Date

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

Enter a Payment Date

8/18/2025

[Recalculate](#)

**Tax History**

Year	Season	Total Amount	Total Paid	Last Paid	Total Due	
2025	Summer	\$2,931.69	\$0.00		\$2,931.69	<a href="#">Pay Now</a>
2024	Winter	\$83.33	\$83.33	12/31/2024	\$0.00	
2024	Summer	\$2,860.63	\$2,860.63	12/31/2024	\$0.00	
2023	Winter	\$84.10	\$84.10	01/03/2024	\$0.00	
2023	Summer	\$2,702.82	\$2,702.82	01/03/2024	\$0.00	
2022	Winter	\$75.89	\$75.89	12/27/2022	\$0.00	
2022	Summer	\$2,574.09	\$2,574.09	12/28/2022	\$0.00	
2021	Winter	\$172.45	\$172.45	12/28/2021	\$0.00	
2021	Summer	\$2,427.89	\$2,427.89	12/31/2021	\$0.00	
2020	Winter	\$78.96	\$78.96	12/23/2020	\$0.00	

[Load More Years](#)


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Warren, MI (Property Address)

Parcel Number: Account Number:



Item 1 of 21 Image / 1 Sketch

Customer Name: O'BRIEN

Summary Information

> Residential Building Summary

Year Built: 1960Bedrooms: 3

Full Baths: 1Half Baths: 1

Sq. Feet: 1,334Acres: 0.175

> Assessed Value: \$119,110 | Taxable Value: \$56,493

> Property Tax Information found

> 3 Building Department records found

> Utility Billing Information found

Owner Information

O'BRIEN

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	PB18-002117		Expired	10/26/2018		\$0.00 <a href="#">View</a>

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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(Property Address)


Parcel Number: Account Number:

Customer Name: O'BRIEN UB Customer Name: OCCUPANT

**Summary Information**

- > Residential Building Summary
  - Year Built: 1960
  - Bedrooms: 3
  - Full Baths: 1
  - Half Baths: 1
  - Sq Feet: 1,334
  - Acres: 0.175
- > Assessed Value: \$119,110 | Taxable Value: \$56,493
- > Property Tax information found
- > 3 Building Department records found
- > Utility Billing information found

Item 1 of 2 1 Image / 1 Sketch



### Customer Information

Name: OCCUPANT

Address:

Account Number:

### Amount Due

Total Amount Due: **\$152.79**

[Pay Now](#)

### Current Bill

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

<b>Amount Due</b>	\$152.79	<b>Bill From</b>	07/01/2025		
<b>Due Date</b>	08/29/2025	<b>Bill To</b>	07/30/2025		
<b>Billing Item</b>		<b>Previous Amount</b>	<b>Current Amount</b>	<b>Penalties &amp; Interest</b>	<b>Balance</b>
SEWER		\$0.00	\$62.97	\$0.00	\$62.97
SEWER SERVICE CHARGE		\$0.00	\$2.03	\$0.00	\$2.03
STATE MANDATED FEE		\$0.00	\$14.39	\$0.00	\$14.39
WATER		\$0.00	\$72.56	\$0.00	\$72.56
WATER SERVICE CHARGE		\$0.00	\$0.84	\$0.00	\$0.84
		<b>\$0.00</b>	<b>\$152.79</b>	<b>\$0.00</b>	<b>\$152.79</b>

### History (428 Items Found)

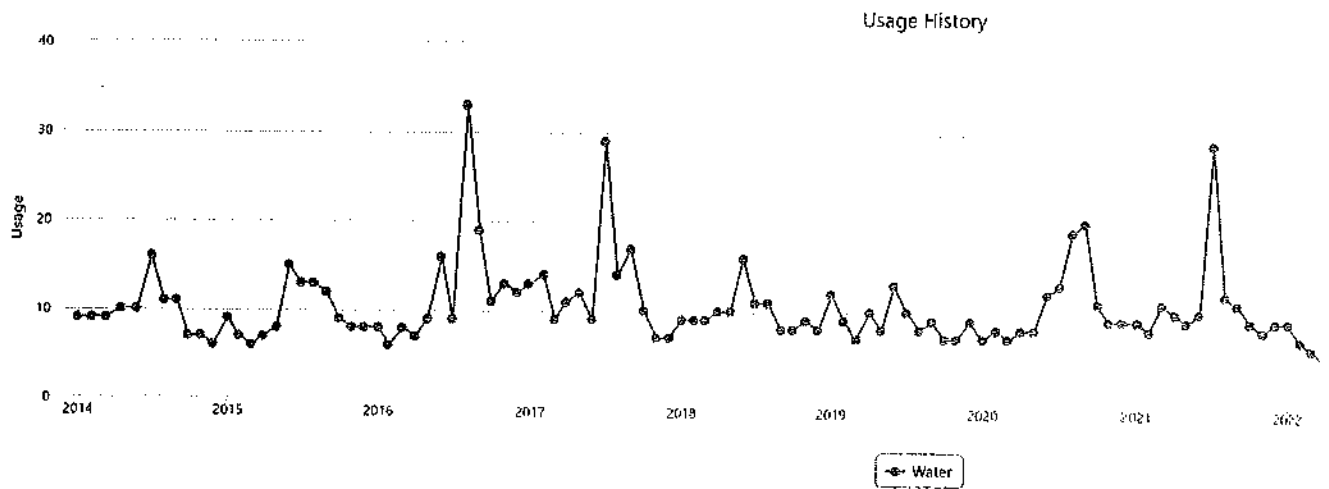
Starting Date:

Ending Date:

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

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/12/2025	Bill Calculated	07/01/25-07/30/25		0.00	0.00	\$152.79	\$152.79
8/1/2025	Payment Posted	0005706804		0.00	0.00	(\$106.62)	\$0.00
7/30/2025	Meter Read	Water		1593.00	15.00	\$0.00	\$106.62
7/11/2025	Bill Calculated	05/30/25-07/01/25		0.00	0.00	\$106.62	\$106.62
7/1/2025	Payment Posted	0005655831		0.00	0.00	(\$106.62)	\$0.00
7/1/2025	Meter Read	Water		1578.00	11.00	\$0.00	\$106.62
6/11/2025	Bill Calculated	04/29/25-05/30/25		0.00	0.00	\$106.62	\$106.62
6/2/2025	Payment Posted	0005615424		0.00	0.00	(\$59.46)	\$0.00
5/30/2025	Meter Read	Water		1567.00	11.00	\$0.00	\$59.46
5/13/2025	Bill Calculated	03/31/25-04/29/25		0.00	0.00	\$59.46	\$59.46
5/1/2025	Payment Posted	0005573616		0.00	0.00	(\$59.46)	\$0.00
4/29/2025	Meter Read	Water		1556.00	6.00	\$0.00	\$59.46
4/11/2025	Bill Calculated	02/27/25-03/31/25		0.00	0.00	\$59.46	\$59.46

### Usage History Chart



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## MEMORANDUM

DATE: August 19, 2025

TO: Mindy Moore, Council Secretary

RE: New Appointment to Library Commission

City Council:

Pursuant to the provision of the Library Commission and the authority vested in me, I hereby notify you of the following new appointment:

Name	Date of Expiration
William Rudd	June 30, 2028

While City Council approval is not required, 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.

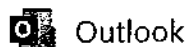
Respectfully submitted,

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

Lori M. Stone  
Mayor

Cc: Clerk  
Library Commission





---

## New submission from City Commission / Board Application

---

From Web Master <webmaster@cityofwarren.org>

Date Mon 5/12/2025 9:06 AM

To Web Master <webmaster@cityofwarren.org>

### Commission / Board applied for

Library Commission

### Name

William Rudd Jr.

### Address

[REDACTED]

[Map It](#)

### Home Phone

[REDACTED]

### Cell Phone

[REDACTED]

### Email

[REDACTED]

### Driver's License Number (for internal use ONLY)

[REDACTED]

### Number of Years a Warren Resident

43

### Warren Business Owner

No

### Appointment Request

- New Appointment Request

### Work Experience

27 plus years working at Fitzgerald Public Schools. Started as a custodian, school bus driver, and is now the current Director of Operations.

**Education**

Associate's degree in General Studies from Macomb Community College. Most of my classes are centered around HVAC and building maintenance.

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

Boy Scout Leader, Troop and Pack 1927, Carter Middle School, and Wilde Elementary for 10+ years.

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

None.

**Please feel free to add any additional information**

My deep appreciation for the Warren Public Library and my experience in 27-plus years working in education have motivated me to seek a position on the Library Commission. The library is an essential resource that enriches our community through its diverse collections, programs, and services. I am particularly interested in enhancing community outreach, supporting youth programs, and am eager to contribute my skills in strategic planning, communication, and collaboration to ensure the Warren Public Library continues to be a vibrant and vital asset for all 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

Card Number: [REDACTED] Account Number: [REDACTED]



### Summary information

- > Residential Building Summary
  - Year Built: 1953
  - Bedrooms: 0
  - Full Baths: 1
  - Hall Baths: 1
  - Sq. Feet: 1,578
  - Acres: 0.165
- > Assessed Value: \$116,770 | Taxable Value: \$56,541
- > 1 Special Assessment found
- > Property Tax information found
- > Utility Billing Information found
- > 2 Building Department records found

RUDD [REDACTED] WILLIAM

Property Total	\$0.00
----------------	--------

To request an inspection or pay on a record, click [View](#)

1

Displaying items 1 - 2 of 2

## Attachments

No records to display.

Displaying items 0 - 0 of 0

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



1 Image / 1 Sketch

### Summary Information

- Amount Due

### Owner and Taxpayer Information

RUDD  
WILLIAM

### Legal Description

Special Assessment Information

Code	Name	Special Assessment District Status	APR Interest Rate	Start Year	Number of Years	Payment Status
50394	ROLL 50394	Inactive	3.0000	2013	5	** Transferred to Tax


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Parcel Number:

Account Number:

WARREN, MI

(Property Address)



Item 1 of 2

1 Image / 1 Sketch

Customer Name: RUDD WILLIAM

Summary Information

> Residential Building Summary

- Year Built: 1963

- Full Baths: 1

- Sq. Feet: 1,578

- Bedrooms: 0

- Half Baths: 1

- Acres: 0.105

> Assessed Value: \$116,770 | Taxable Value: \$56,541

> 1 Special Assessment found

> Property Tax information found

> Utility Billing information found

> 2 Building Department records found

### Owner and Taxpayer Information

Owner: RUDD WILLIAM  
 Taxpayer: SEE OWNER INFORMATION

### Amount Due

Current Taxes: **\$2,923.78**  
[Pay Now](#)

### Legal Description

"BALMORAL PARK SUB. NO. 1" LOT 485 L50 P41-42

### 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
2025	Summer	\$2,923.78	\$0.00		\$2,923.78 <a href="#">Pay Now</a>
2024	Winter	\$83.40	\$83.40	12/31/2024	\$0.00
2024	Summer	\$2,860.76	\$2,860.76	12/31/2024	\$0.00
2023	Winter	\$84.16	\$84.16	01/03/2024	\$0.00
2023	Summer	\$2,711.76	\$2,711.76	01/03/2024	\$0.00
2022	Winter	\$75.95	\$75.95	12/27/2022	\$0.00
2022	Summer	\$2,544.24	\$2,544.24	12/28/2022	\$0.00
2021	Winter	\$172.58	\$172.58	12/28/2021	\$0.00
2021	Summer	\$2,493.39	\$2,493.39	12/31/2021	\$0.00
2020	Winter	\$79.04	\$79.04	12/23/2020	\$0.00

[Load More Years](#)

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(Property Address)


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

Customer Name: RUDD [REDACTED] WILLIAM UB Customer Name: [REDACTED]

**Summary Information**

- > Residential Building Summary
  - Year Built: 1963 Bedrooms: 0
  - Full Baths: 1 Half Baths: 1
  - Sq. Feet: 1,578 Acres: 0.165
- > 2 Building Department records found
- > Assessed Value: \$116,770 | Taxable Value: \$56,541
- > 1 Special Assessment found
- > Property Tax information found
- > Utility Billing information found

Item 1 of 2 1 Image / 1 Sketch



### Customer Information

Name  
Address

Account Number

### Amount Due

Total Amount Due \$102.81

[Pay Now](#)

### Current Bill

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

<b>Amount Due</b>	\$102.81	<b>Bill From</b>	07/01/2025		
<b>Due Date</b>	08/29/2025	<b>Bill To</b>	07/30/2025		
Billing Item	Previous Amount	Current Amount	Penalties & Interest	Balance	
SEWER	\$0.00	\$41.98	\$0.00	\$41.98	
SEWER SERVICE CHARGE	\$0.00	\$2.03	\$0.00	\$2.03	
STATE MANDATED FEE	\$0.00	\$9.59	\$0.00	\$9.59	
WATER	\$0.00	\$48.37	\$0.00	\$48.37	
WATER SERVICE CHARGE	\$0.00	\$0.84	\$0.00	\$0.84	
	\$0.00	\$102.81	\$0.00	\$102.81	

### History (452 Items Found)

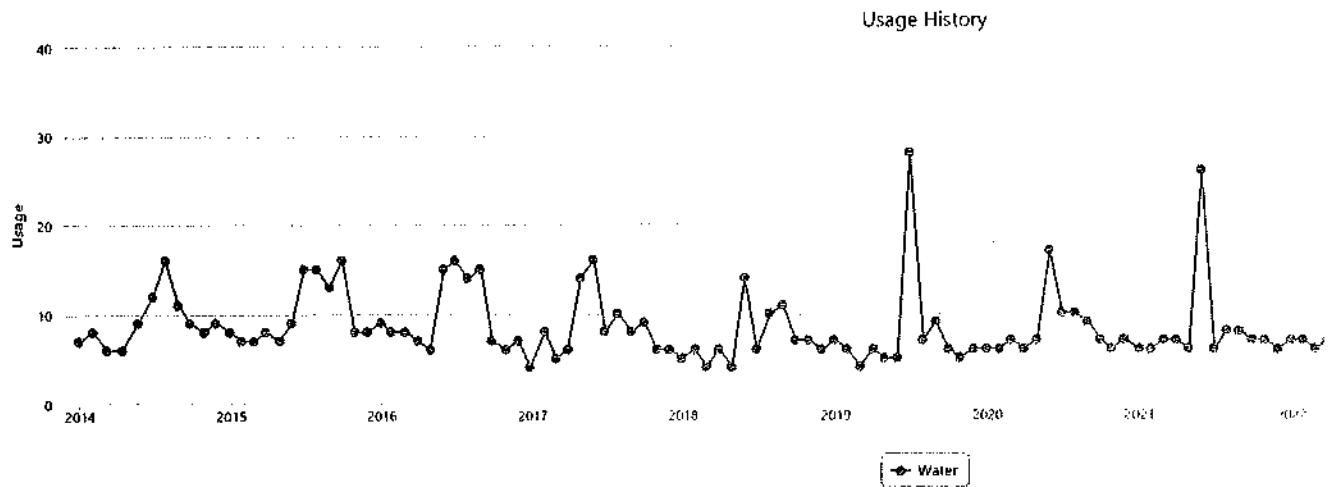
Starting Date

Ending Date

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

Posted	Action	Other Info	Read Type	Read	Usage	Amount	Balance
8/12/2025	Bill Calculated	07/01/25-07/30/25		0.00	0.00	\$102.81	\$102.81
8/1/2025	Payment Posted	0005707195		0.00	0.00	(\$333.00)	\$0.00
7/30/2025	Meter Read	Water		1392.00	10.00	\$0.00	\$333.00
7/1/2025	Bill Calculated	05/30/25-07/01/25		0.00	0.00	\$333.00	\$333.00
7/1/2025	Meter Read	Water		1382.00	35.00	\$0.00	\$0.00
6/30/2025	Payment Posted	0005654874		0.00	0.00	(\$50.04)	\$0.00
6/11/2025	Bill Calculated	04/30/25-05/30/25		0.00	0.00	\$50.04	\$50.04
5/30/2025	Meter Read	Water		1347.00	5.00	\$0.00	\$0.00
5/30/2025	Payment Posted	0005612327		0.00	0.00	(\$120.70)	\$0.00
5/13/2025	Bill Calculated	03/31/25-04/30/25		0.00	0.00	\$59.46	\$120.70
5/8/2025	Penalty			0.00	0.00	\$1.78	\$61.24
4/30/2025	Meter Read	Water		1342.00	6.00	\$0.00	\$59.46
4/11/2025	Bill Calculated	02/27/25-03/31/25		0.00	0.00	\$59.46	\$59.46

### Usage History Chart



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

DATE: AUGUST 7, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: OAK-W-1038; RECOMMENDATION TO INCREASE THE AWARD FOR FURNISHING OFFICE SUPPLY, UTILIZING THE OAKLAND COUNTY COOPERATIVE CONTRACT #010418.

The Purchasing Division recommends that City Council approve an increase of award, for furnishing Office Supply, to ODP Business Solutions, LLC., 6600 North Military Trail, Boca Raton, FL, 33496, utilizing the Oakland County Cooperative Contract #010418 (see attached), retro-actively, in the amounts and periods shown in the table below.

PERIOD	INITIAL AWARD	INCREASE OF AWARD
Oct 1, 2024 thru Sept 30, 2025	\$230,000.00	\$290,000.00
Oct 1, 2025 thru Sept 30, 2026	\$230,000.00	\$300,000.00

On September 5, 2023, Oakland County executed a cooperative agreement with ODP Business Solutions, LLC. (formerly Office Depot, Inc.) to furnish office supplies, for a three (3) year period, with options to renew for a two (2) year period. This agreement is an extendable agreement that is available to other municipalities.

On September 26, 2023, City Council awarded ODP Business Solutions, LLC., for furnishing Office Supply, for a three (3) year period, with options to renew through September 30, 2028, in an annual amount not to exceed \$230,000.00, utilizing the Oakland County Cooperative Contract #010418.

Due to rising costs, this recommendation before your honorable body today is for an increase of award, retro-actively, in the amounts and periods shown in the table above.

Funds are available in the respective departmental budget accounts.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/18/2025
Controller:		8/18/25
MAYOR:		8/19/2025





OAKLAND COUNTY EXECUTIVE DAVID COULTER

PURCHASING

Scott Guzzy, Purchasing Administrator  
(248) 858-5484 | guzzys@oakgov.com

June 21, 2023

Krystal Gilbert  
ODP Business Solutions, LLC  
6600 N Military Trail,  
Boca Raton, FL 33496

RE: Event # 000292- RFP Desktop Delivery Office Supplies

To Krystal Gilbert,

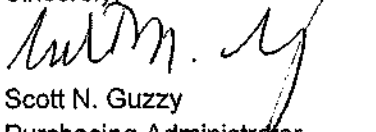
The evaluation committee has completed its review of the proposals received in response to Event # 00292. The County evaluation committee is pleased to advise that based on the consensus evaluation it would be in the best interest to begin negotiations with ODP towards a contract for the requested goods and services.

This letter is intended as a commitment by the County to formally negotiate for a finalized contract with your Company. I will contact you soon and establish a meeting date for discussion. We look forward to these discussions and the possibility of continuing to conduct business with your Company.

The initial plan will be to utilize the contract language negotiated in the 2018 contract with a few additional terms and an exhibit. The exhibit pertains to Federal, State, and local grants. We would like to add this exhibit due to many of my departments, and I know across the Country, are utilizing ARPA and additional grant funds for purchases through this contract.

Please feel free to contact me should you have any further questions in this regard to start negotiations.

Sincerely,



Scott N. Guzzy  
Purchasing Administrator

Cc:  
file



OAKLAND COUNTY EXECUTIVE DAVID COULTER

Purchasing  
(248) 858-0511 | purchasing@oakgov.com

Buyer: SNG

CONTRACT NUMBER: 010418

Event # 00292

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$2,500,000		Effective Date: October 1, 2023	Expiration Date: September 30, 2026
Contract Description:		Office Supplies and Coop_-America Saves	
Contractor Address:		Contract Administrator Information:	
Vendor No: 5836 ODP Business Solutions, LLC 6600 North Military Trail Boca Raton, FL 33496		ODP Business Solutions, LLC Valya Broyer <a href="mailto:Valya.broyer@odpbusiness.com">Valya.broyer@odpbusiness.com</a> Or Krystal Gilbert <a href="mailto:Krystal.gilbert@odpbusiness.com">Krystal.gilbert@odpbusiness.com</a>	
Buyer and Purchasing Information:		County Contract Administrator and Using Department:	
Scott N. Guzy OAKLAND COUNTY PURCHASING 2100 Pontiac Lake Rd 41W Waterford, MI 48328-2762 248-858-0511		OAKLAND COUNTY	

The County and Contractor may be referred to individually as a "Party" or collectively as the "Parties." The Parties agree to the attached terms and conditions:

**FOR THE CONTRACTOR:**

SIGN:   
Valya Broyer (Sep 4, 2023 20:50 CDT)

Valya Broyer Vice President



**FOR THE COUNTY:**

SIGN:   
Scott Guzy (Sep 5, 2023 07:50 EDT)

Scott N. Guzy, CPPD, MBA, Purchasing Administrator

This Contract is organized and divided into the following Sections for the convenience of the Parties.

- Section 1. Contract Definitions
- Section 2. Contract Term and Renewal
- Section 3. Contract Administration and Amendments
- Section 4. Contract Termination
- Section 5. Scope of Deliverables and Financial/Payment Obligations
- Section 6. Contractor's Warranties and Assurances
- Section 7. Liability
- Section 8. Insurance and Bond Requirements
- Section 9. Intellectual Property
- Section 10. Confidential Information
- Section 11. County Data
- Section 12. Information Technology Standards
- Section 13. General Terms and Conditions

**§1. CONTRACT DEFINITIONS**

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

- 1.1. **"Amendment"** means any change, clarification, or modification to this Contract.
- 1.2. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.3. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.
- 1.4. **"Confidential Information"** means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.
- 1.5. **"Contract"** means this document and any other documents expressly incorporated herein.

- 1.6. **"Contractor"** means the entity or person listed under "Contractor" on the first page of this Contract.
- 1.7. **"Contractor Employee"** means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.8. **"Contract Documents"** mean the following documents, which this Contract includes and incorporates:  
**Exhibits (Applicable if Checked)**
- 1.8.1. ☒ Exhibit I: Contractor Insurance Requirements
- 1.8.2. ☐ Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements)
- 1.8.3. ☐ Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information)
- 1.8.4. ☐ Exhibit IV: Requirements for Contractors with Access to Criminal Justice Information
- 1.8.5. ☒ Exhibit V: Federally Funded Contract Requirements
- 1.8.6. ☐ Exhibit VI: Software License(s)
- 1.8.7. ☒ Exhibit VII: License for Use of County Servicemark
- 1.8.8. ☐ Exhibit VIII: Acknowledgement of Independent Employment Status
- 1.8.9. ☒ Exhibit IX: Scope of Contractor Deliverables/Financial Obligations
- 1.9. **"County"** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agents" as defined below.
- 1.10. **"County Agent"** means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.11. **"County Data"** means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to, personally identifiable information (PII) as defined in Exhibit III. County Data includes Confidential Information as defined in this Contract.

- 1.12. **"County Network"** means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.
- 1.13. **"Day"** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.
- 1.14. **"Deliverables"** mean goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.
- 1.15. **"Effective Date"** means midnight on the date listed on the first page of this Contract.
- 1.16. **"Expiration Date"** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.17. **"E-Verify"** means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website:  
<https://e-verify.uscis.gov/enroll>.
- 1.18. **"Intellectual Property"** means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes ideas, concepts, inventions, and processes related to the development and operation of computer software and systems.
- 1.19. **"Iran-Linked Business"** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.20. **"Not to Exceed Amount"** means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.21. **"Proposal"** means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.22. **"Purchase Order"** means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.
- 1.23. **"Purchasing"** means the Purchasing Division of Oakland County.

## **§2. CONTRACT TERM AND RENEWAL**

- 2.1. **Contract Term.** This Contract will be effective for a period of three (3) years from the Effective Date (the "Initial Term") and thereafter the Contract may be renewed in writing by mutual agreement for subsequent two (2) year periods (each a "Renewal Term").
- 2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment.

**RESOLUTION**

Document Number: OAK-W-1038 Increase of Award

Product or Service: Office Supply

Requesting Department: Various

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

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

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

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

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

On September 5, 2023, Oakland County executed a cooperative agreement with ODP Business Solutions, LLC. (formerly Office Depot, Inc.) to furnish office supplies, for a three (3) year period, with options to renew for a two (2) year period.

On September 26, 2026, City Council awarded ODP Business Solutions, LLC., 6600 North Military Trail, Boca Raton, FL 33496, for a three (3) year period, with options to renew through September 30, 2028, in an annual amount not to exceed \$230,000.00, utilizing the Oakland County Cooperative Contract #010418.

The Purchasing Division has determined that it is in the best interest of the City, that the award be increased, retro-actively, in the amount and periods shown in the table below.

PERIOD	INITIAL AWARD	INCREASE OF AWARD
Oct 1, 2024 thru Sept 30, 2025	\$230,000.00	\$290,000.00
Oct 1, 2025 thru Sept 30, 2026	\$230,000.00	\$300,000.00

Funds are available in the respective departmental budget accounts.

IT IS RESOLVED, that the increase of award to ODP Business Solutions, LLC. is hereby accepted by City Council, retro-actively, for the amounts and periods shown in the table above.

IT IS FURTHER RESOLVED, that payment shall be remit to PO Box 633301, Cincinnati, OH 45263.

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

X Cooperative Bid document  
☐ Contract  
X Resolution

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

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

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

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

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

## CERTIFICATION

STATE OF MICHIGAN )  
COUNTY OF MACOMB ) ) SS.

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

Sonja Buffa  
City Clerk





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: AUGUST 7, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: RECOMMENDATION TO AWARD BID ITB-W-1610; FOR THE PURCHASE OF TWELVE (12) DIGITAL CAMERAS AND TRAINING

The Purchasing Division concurs with the Police Department and recommends that City Council award the purchase of Twelve (12) Nikon Digital Cameras and Training from the low, responsible and cost-effective bidder, Focus Camera, LLC., 905 McDonald Ave., Brooklyn, NY 11218 in a total amount of \$52,400.00.

On July 30, 2025, electronic bids were opened for ITB-W-1610; for the purchase of twelve (12) Nikon digital cameras and in-house training. Three (3) vendors responded with bids, which are summarized on the attached bid tabulation sheets.

If approved by your honorable body, the twelve (12) new cameras and corresponding equipment will be utilized by the Police Department ETU Lab. Focus Camera, LLC. will provide a total of four (4) training sessions to the department.

Funds are available in the following Account: 101-1301-98402.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/18/2025
Controller:		8/18/25
MAYOR:		8/19/2025

## AS-READ BID SUMMARY

City of Warren One City Square Warren MI 48093		BID #: ITB-W-1610 BID DUE DATE: 7/30/2025 DEPT: Police
Product or Service: FURNISH NIKON DIGITAL CAMERAS & TRAINING		
BIDDER		GRAND TOTAL
ADORAMA		\$ 54,384.94
<b>FOCUS CAMERA, LLC.</b>		<b>\$ 52,400.00</b>
KIJERO, LLC.		\$ 55,845.42
WOODWARD CAMERA		DID NOT SUBMIT REQUIRED DOCUMENTS, THEREFORE, BID IS NOT CONSIDERED

ITEM	MPN #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	1688	Nikon Z5 II Mirrorless Digital Camera with 24-200mm Lens	12	\$ 2,496.95	\$ 29,963.40
2	20103	Nikon NIKKOR Z MC 50mm f/2.8 Macro Lens	12	\$ 696.95	\$ 8,363.40
3	KOLARI_FORENSICS_KIT-Z5	Kolari Vision Nikon Z5 Full-Spectrum UV/IR Camera Forensics Kit	2	\$ 4,893.61	\$ 9,787.22
4	6606	Promaster HGX Prime Protection Filter 67mm	12		\$ -
5	6564	Promaster HGX Prime Protection Filter 46mm	12		\$ -
6	3i-2011-7DL	SKB iSeries 2011-7 Case with Think Tank Photo Dividers & Lid Organizer	12	\$ 185.91	\$ 2,230.92
7	4660	Westcott FJ80-SE 80Ws Speedlight M Universal Multi-Brand Camera Mount	12	\$ 170.00	\$ 2,040.00
8	27213	Nikon EN-EL15c Rechargeable Lithium-Ion Battery	12		\$ -
9	On the Spot Sensor Cleanings and Equipment Checks (SEE PAGE 6)		LOT		\$ -
10	In person Class: Photography Basics, Macro Basics, Flash Photography Basics, Get to Know Your Z5 II Camera & Using Full-Spectrum UV/IR Forensic Kits (SEE PAGE 6)		4	\$ 500.00	\$ 2,000.00
GRAND TOTAL:					\$ 54,384.94

Adorama, Inc. bid the following exceptions: Some items no bid, some items free, all or none.

ITEM	MPN #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	1688	Nikon Z5 II Mirrorless Digital Camera with 24-200mm Lens	12	\$ 2,260.00	\$ 27,120.00
2	20103	Nikon NIKKOR Z MC 50mm f/2.8 Macro Lens	12	\$ 570.00	\$ 6,840.00
3	KOLARI_FORENSICS_KIT-Z5	Kolari Vision Nikon Z5 Full-Spectrum UV/IR Camera Forensics Kit	2	\$ 4,950.00	\$ 9,900.00
4	6606	Promaster HGX Prime Protection Filter 67mm	12	\$ 75.00	\$ 900.00
5	6564	Promaster HGX Prime Protection Filter 46mm	12	\$ 45.00	\$ 540.00
6	3i-2011-7DL	SKB iSeries 2011-7 Case with Think Tank Photo Dividers & Lid Organizer	12	\$ 190.00	\$ 2,280.00
7	4660	Westcott FJ80-SE 80Ws Speedlight M Universal Multi-Brand Camera Mount	12	\$ 185.00	\$ 2,220.00
8	27213	Nikon EN-EL15c Rechargeable Lithium-Ion Battery	12	\$ 50.00	\$ 600.00
9	On the Spot Sensor Cleanings and Equipment Checks (SEE PAGE 6)		LOT		\$ -
10	In person Class: Photography Basics, Macro Basics, Flash Photography Basics, Get to Know Your Z5 II Camera & Using Full-Spectrum UV/IR Forensic Kits (SEE PAGE 6)		4	\$ 500.00	\$ 2,000.00
GRAND TOTAL:					\$ 52,400.00

ITEM	MPN #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	1688	Nikon Z5 II Mirrorless Digital Camera with 24-200mm Lens	12	\$ 2,453.61	\$ 29,443.32
2	20103	Nikon NIKKOR Z MC 50mm f/2.8 Macro Lens	12	\$ 594.85	\$ 7,138.20
3	KOLARLFORENSICS_KIT-Z5	Kolari Vision Nikon Z5 Full-Spectrum UV/IR Camera Forensics Kit	2	\$ 5,154.63	\$ 10,309.26
4	6606	Promaster HGX Prime Protection Filter 67mm	12	\$ 82.46	\$ 989.52
5	6564	Promaster HGX Prime Protection Filter 46mm	12	\$ 51.49	\$ 617.88
6	3I-2011-7DL	SKB I Series 2011-7 Case with Think Tank Photo Dividers & Lid Organizer	12	\$ 313.40	\$ 3,760.80
7	4660	Westcott FJ80-SE 80Ws Speedlight M Universal Multi-Brand Camera Mount	12	\$ 237.01	\$ 2,844.12
8	27213	Nikon EN-EL15c Rechargeable Lithium-Ion Battery	12	\$ 61.86	\$ 742.32
9	On the Spot Sensor Cleanings and Equipment Checks (SEE PAGE 6)		LOT		\$ -
10	In person Class: Photography Basics, Macro Basics, Flash Photography Basics, Get to Know Your Z5 II Camera & Using Full-Spectrum UV/IR Forensic Kits (SEE PAGE 6)		4		\$ -
GRAND TOTAL:					\$ 55,845.42



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

August 7, 2025

Craig Treppa  
Warren City Hall  
Purchasing  
One City Square  
Warren, Michigan 48093

**RE: Request to Award Nikon Camera Equipment & Training Bid ITB-W-1610 to Focus Camera**

Dear Mr. Treppa,

The city had listed bid ITB-W-1610 to furnish Nikon camera equipment and training on the MITN Bidnet website, which ended on 7/30/2025. The police department has reviewed the results of the bid tabulation and would like to request to award the bid to the lowest bidder Focus Camera. The total award amount for this bid will be \$52,400.00, which has been budgeted to be utilized from the Police Equipment GL Account #101-1301-98402.

Respectfully Submitted,

Captain Brent Chisolm

**RESOLUTION**

Document No: ITB-W-1610

Product or Service: Twelve (12) Digital Cameras and Training

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 \_\_\_\_\_.

Electronic bids were accepted, publicly opened and read on July 30, 2025 at 1:00 PM local time.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

Please see attached bid tabulation

The bid (ITB-W-1610) of Focus Camera, LLC., 905 McDonald Ave., Brooklyn NY 11218, has been determined to be the low, responsible and cost-effective bidder for the purchase of Twelve (12) Nikon Digital Cameras and Training in a total amount of \$52,400.00.

Funds are available in the following Account: 101-1301-98402.

IT IS RESOLVED, that the bid of Focus Camera, LLC, is hereby accepted by City Council in the total amount of \$52,400.00.

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

- X Bid document
- ☐ Contract
- X Resolution

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

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

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

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

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



**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

I, Sonja Buffa, duly 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: AUGUST 18, 2025  
 TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
 SUBJECT: RECOMMENDATION TO AWARD THE PURCHASE OF A HUMAN RESOURCE AND  
 MANAGEMENT SOFTWARE SUBSCRIPTION SERVICE; STA-W-1624

The Purchasing Division concurs with the Human Resources Department and recommends that City Council approve a three-year Human Resource and Management Software Subscription Service from NEOGOV, 2120 Park Pl., Suite 100, El Segundo, CA 90245, utilizing the State of Michigan Contract #MA071B8200298C, in the total amount not to exceed \$236,267.60.

YEAR	PERIOD	DESCRIPTION	ANNUAL COST
1	September 1, 2025 thru August 31, 2026	Setup and Subscriptions	\$ 59,250.00
2	September 1, 2026 thru August 31, 2027	Subscriptions	\$ 66,381.60
3	September 1, 2027 thru August 31, 2028	Subscriptions	\$110,636.00
<b>TOTAL COST:</b>			<b>\$236,267.60</b>

The Human Resource Department is seeking a solution that will maximize its efficiency in hiring, learning and development. NEOGOV is a Human Resource and Management Software that provides solutions, trainings, and programs specifically for the public sector that will streamline the HR process throughout. The City's HR Department will be utilizing NEOGOV specifically for recruitment, onboarding, training and development.

NEOGOV will promote the City of Warren, easily manage candidate relationships, and provide data so that the HR Department can select and push applicants through to the next phases of the recruitment cycle.

In addition, NEOGOV provides a library of over 1,200 courses, seminars, and more that the City can utilize to promote or build-off of for the City's specific needs. This will result in consistent and effective training to enhance performance in all City departments.

Funds for this purchase are available in the following Account: 101-1220-98001.

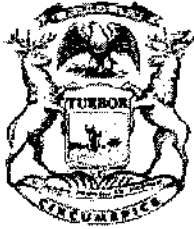
Respectfully Submitted,



Craig Treppa  
 Purchasing Agent

The attached Services Agreement has been reviewed and approved as to form by the Assistant City Attorney, Laura Sullivan (see attached correspondence).

Approved By:	Signature	Date
Budget Director:		5/18/2025
Controller:		8/18/25
MAYOR:		8/19/25



# 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 **11**

to

Contract Number **MA071B8200298C**

<b>CONTRACTOR</b>	GOVERNMENTJOBS.COM, INC.
	222 N. Sepulveda Blvd. STE. 2000
	El Segundo CA 90245
	Paul Raspudic
	praspudic@neogov.net
	CV0015034

<b>STATE</b>	<b>Program Manager</b>	Various	Various
	<b>Contract Administrator</b>	Sarah Platte	DTMB
		517-219-2406	
		plattes3@michigan.gov	

CONTRACT SUMMARY				
E-Recruiting (NEOGOV)				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
September 15, 2008	September 11, 2011	100 - 12 Months	September 14, 2024	
PAYMENT TERMS		DELIVERY TIMEFRAME		
ALTERNATE PAYMENT OPTIONS		EXTENDED PURCHASING		
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
MINIMUM DELIVERY REQUIREMENTS				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input checked="" type="checkbox"/>	36 Months	<input type="checkbox"/>		September 14, 2027
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$6,847,168.00	\$2,994,707.00	\$9,841,875.00		
DESCRIPTION				
Effective 9/10/2024, three of the option years available on this Contract is hereby exercised and an increase of funding for the amount of \$2,994,707.00 is being added to support the additional time. The new Contract expiration date is 09/14/2027.				
All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on 9/10/2024.				

---

## NEOGOV Agreement

---

**From** Laura Sullivan <lsullivan@cityofwarren.org>

**Date** Thu 8/14/2025 3:21 PM

**To** Craig Treppa <ctreppa@cityofwarren.org>

**Cc** Jared Gajos <jgajos@cityofwarren.org>; Jennifer Decker <jdecker@cityofwarren.org>; Mary Michaels <mmichaels@cityofwarren.org>

 1 attachment (182 KB)

NEOGOV SERVICES AGREEMENT 2025 Reviewed 081425 with Exhibits.docx;

Craig,

I have reviewed the attached NEOGOV Agreement, as well as the contract between the State of Michigan and NEOGOV, and find it acceptable. I made a few changes to the Services Agreement because the City invoicing terms are net 45, not net 30, and changed the Governing Law Section to comport with our preference for Michigan law. I also changed the subscription term to "three (3) twelve-month consecutive terms" and added the Order form (specifics for three years) as Exhibit C. Please let me know if I can further assist.

Kind regards,

***Laura Sullivan***

Assistant City Attorney

City of Warren

One City Square, Suite 400

Warren, MI 48093-2390

Phone: 586.574.4678

Fax: 586.574.4530

Email: lsullivan@cityofwarren.org

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

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Mr. Jared Gajos  
Director of Human Resources



August 1, 2025

Craig Treppa  
Purchasing Agent

DEPARTMENT OF HUMAN RESOURCES  
ONE CITY SQUARE, SUITE 410  
WARREN, MI 48093-5226  
(586) 574-4670  
[www.cityofwarren.org](http://www.cityofwarren.org)

Re: NEOGOV Recruitment, Onboarding, Training and Development HR Software

The City of Warren has historically relied on antiquated typing requirements and position-specific testing to demonstrate skills-based placement on lists that determined who would receive what role when they became open within the city. As time has changed, the need for updating our testing requirements has become more apparent. Moving from typewriters, to voice-recorded devices, software has seen a significant progression over the last thirty years. With that, it is evident more now than ever that our departments must keep with the times to maximize their efficiency in hiring, learning and development. Here, NEOGOV comes to the forefront.

NEOGOV is a HR and Management Software that is specific to public sector HR teams. Supporting a wide-range of the employee cycle within their employment term, NEOGOV provides solutions, trainings, and programs that streamline the HR process, from start to finish. Here, the HR department will be utilizing NEOGOV specifically for recruitment, onboarding, training, and development. The City of Warren lacks a consistent method of aiding in recruitment for all departments that then transitions into a swift onboarding process that covers multiple department's requirements. NEOGOV assists with that by promoting the City of Warren brand, easily managing candidate relationships, and provides data that HR can then select and push applicants through to the next phases of the cycle. Further, the City of Warren is in need of a revitalization of its training and development methods. Here, NEOGOV provides a library of over 1,200+ courses, seminars, and more that employers can utilize to promote or build-off of for their specific need, thus resulting in consistent and effective trainings to enhance performance in all departments. Based on this information, I respectfully request that you submit my recommendation to City Council for the approval to move forward with the procurement of this software for a three-year term. We will be purchasing this software through the Michigan MiDeal agreement #071B8200298.

Item: NEOGOV Services and Software Subscriptions for HR and Management

Cost: \$236,267.60 (3-Year Term)    Term: Three (3) year term    Account: 101-1220-98001

Thank you for consideration,

Jared Gajos  
Director of Human Resources

## **RESOLUTION**

Document No: STA-W-1624

Product or Service: Human Resource and Management Software Subscription Service

Requesting Department: Human Resources

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 Human Resources Director has determined that it is necessary in the interest of the Human Resources Department, and the City, to award a three-year Human Resource and Management Software Subscription Service to NEOGOV, 2120 Park Pl., Suite 100, El Segundo, CA 90245, utilizing the State of Michigan Contract #MA07iB200298C, in the three-year total of \$236,267.60.

Funds are available in Account: 101-1220-98001.

YEAR	PERIOD	DESCRIPTION	ANNUAL COST
1	September 1, 2025 thru August 31, 2026	Setup and Subscriptions	\$ 59,250.00
2	September 1, 2026 thru August 31, 2027	Subscriptions	\$ 66,381.60
3	September 1, 2027 thru August 31, 2028	Subscriptions	\$110,636.00
TOTAL COST:			\$236,267.60

IT IS RESOLVED, that the purchase of a three-year Human Resource and Management Software Subscription, from NEOGOV, commencing on September 1, 2025 in the total three-year amount of \$236,267.60, is hereby accepted by City Council.

IT IS FURTHER RESOLVED, that payments shall be made to Governmentjobs.com, Inc., Dept LA 25067, Pasadena, CA 91185-5067.

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

X Bid document  
Contract  
X Resolution

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

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

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

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

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

## CERTIFICATION

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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



## SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. See Exhibit C, Order Form. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
  - a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for three (3) twelve-month consecutive terms, unless terminated earlier in accordance with this Agreement. Thereafter, SaaS Subscriptions may be renewed upon mutual written agreement of both parties and subject to the consent of the Warren City Council, unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities.

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
  - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
    - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
    - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within forty five (45) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than forty five (45) days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
  - c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. **Term and Termination.**
- a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
  - b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. **Maintenance; Modifications; Support Services.**
- a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
  - b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) **Implementation.** For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) **Support.** Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) **Limitations.** Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

## 9. NEOGOV Intellectual Property Rights.

- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
- b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

## 10. Data Processing and Privacy.

- a) **Customer Data.** "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) **Platform Data.** "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
  - d) Data Responsibilities.
    - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
    - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
  - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
  - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) **Definition of Confidential Information.** "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
- b) **Obligations.** The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
- c) **Exceptions.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- d) **Equitable Relief.** The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

### 13. Representations, Warranties, and Disclaimers.

- a) **Mutual Representations.** Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) **Additional Customer Representations and Warranties.** Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
- c) **Service Performance Warranty.** NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- d) **No Other Warranty.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- e) **Disclaimer of Actions Caused by and/or Under the Control of Third Parties.** NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOVS Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
  - b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.
16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.
18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.



19. **Publicity.** Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. **Force Majeure.** Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. **Independent Contractor; No Third Party Beneficiary; Fulfillment Partners.** The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. **Entire Agreement; Amendment; Addendum.** This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.
23. **General.**
  - a) **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Michigan, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in Macomb County, Michigan or the Eastern District of the United States District Court.
  - b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
  - c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
  - d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
  - e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

<b>Customer: THE CITY OF WARREN</b>		<b>GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)</b>	
BY:	<hr/> LORI M. STONE, Mayor		
BY:	SONJA BUFFA, Clerk	Signature:	<hr/>

**Exhibit A**  
**Government Customer Addendum**

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

**Exhibit B  
Integration Terms Addendum**

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants

set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Exhibit C  
 Order Form  
 THIS IS NOT AN INVOICE

<b>Contract Records</b>		<b>Order Details</b>	
<b>Account Number:</b>	A-652557	<b>Order #:</b>	Q-367390
<b>Customer:</b>	Warren, City of (MI)	<b>Valid Until:</b>	8/27/2025
<b>Effective Employee Count:</b>	945		
<b>Sales Rep:</b>	Alex Oberheide	<b>Start Date:</b>	Last signature date
<b>Customer Contact</b>			
<b>Billing Contact:</b>	Warren, City of (MI)	<b>Shipping Contact :</b>	Warren, City of (MI)
	Shumon Hakim		Jared Gajos
<b>Billing Address:</b>	1 City Square, Suite 410	<b>Shipping Address:</b>	
	Warren, MI 48093		Warren, MI
<b>Billing Contact Email:</b>	shakim@cityofwarren.org	<b>Shipping Contact Email:</b>	igajos@cityofwarren.org
<b>Billing Phone:</b>	586-574-4612	<b>Shipping Phone:</b>	586-574-4654
<b>Payment Terms</b>			
<b>Payment Term:</b>	Net 45	<b>Notes:</b>	
<b>PO Number:</b>			
<b>Subscription Service</b>			

Year 1

Item	Type	Term (Months)	License Type	Total (USD)
Onboard Subscription	Recurring	12	Employee Based	\$0.00
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$0.00
Biddle Online TestGenius Subscription	Recurring	12	Employee Based	\$0.00
Biddle Online CritiCall Subscription	Recurring	12	Usage Based	\$0.00
Employee Import Subscription	Recurring	12	Employee Based	\$0.00
Position Import Subscription	Recurring	12	Employee Based	\$0.00
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$0.00
Insight Subscription	Recurring	12	Employee Based	\$0.00
Learn Turnkey Implementation	Services	12	Employee Based	\$23,700.00
Onboard Turnkey Implementation	Services	12	Employee Based	\$23,700.00
Governmentjobs.com Setup	Services	12	Employee Based	\$0.00
Candidate Text Messaging Setup	Services	12	Employee Based	\$0.00
Insight Turnkey Implementation	Services	12	Employee Based	\$11,850.00
Employee Import Setup	Services	12	Employee Based	\$0.00
New Hire Export (IN+ON Data) Subscription	Recurring	12	Employee Based	\$0.00
New Hire Export (IN+ON) Setup	Services	12	Employee Based	\$0.00
Position Import Setup	Services	12	Employee Based	\$0.00

Item	Type	Term (Months)	License Type	Total (USD)
Learn Subscription	Recurring	12	Employee Based	\$0.00
			<b>Year 1 TOTAL:</b>	<b>\$59,250.00</b>

## Year 2

Item	Type	Term (Months)	License Type	Total (USD)
Onboard Subscription	Recurring	12	Employee Based	\$11,343.60
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$1,966.80
Biddle Online TestGenius Subscription	Recurring	12	Employee Based	\$5,750.40
Biddle Online CritiCall Subscription	Recurring	12	Usage Based	\$2,622.00
Employee Import Subscription	Recurring	12	Employee Based	\$2,188.20
Position Import Subscription	Recurring	12	Employee Based	\$2,188.20
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$1,296.60
Insight Subscription	Recurring	12	Employee Based	\$12,964.20
New Hire Export (IN+ON Data) Subscription	Recurring	12	Employee Based	\$1,899.00
Learn Subscription	Recurring	12	Employee Based	\$24,162.60
			<b>Year 2 TOTAL:</b>	<b>\$66,381.60</b>

## Year 3

Item	Type	Term (Months)	License Type	Total (USD)
Onboard Subscription	Recurring	12	Employee Based	\$18,906.00
Governmentjobs.com Subscription	Recurring	12	Employee Based	\$3,278.00
Biddle Online TestGenius Subscription	Recurring	12	Employee Based	\$9,584.00
Biddle Online CritiCall Subscription	Recurring	12	Usage Based	\$4,370.00
Employee Import Subscription	Recurring	12	Employee Based	\$3,647.00
Position Import Subscription	Recurring	12	Employee Based	\$3,647.00
Candidate Text Messaging Subscription	Recurring	12	Employee Based	\$2,161.00
Insight Subscription	Recurring	12	Employee Based	\$21,607.00
New Hire Export (IN+ON Data) Subscription	Recurring	12	Employee Based	\$3,165.00
Learn Subscription	Recurring	12	Employee Based	\$40,271.00
			<b>Year 3 TOTAL:</b>	<b>\$110,636.00</b>

**Total: | \$236,267.60**

tax. Total in USD

This price does NOT include any sales

**Additional Terms and Conditions**

**License Terms:** Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

**Payment Terms:** All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to GovernmentJobs.com, Inc., (D/B/A NEOGOV).

**Terms & Conditions:** This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

**Special Condition:**

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

**Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.**

Accepted and Agreed By Authorized Representative of:  
**Warren, City of (MI)**

BY: \_\_\_\_\_

Lori M. Stone  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Mayor  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

BY: \_\_\_\_\_

Sonja Buffa  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_Clerk  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



DATE: AUGUST 5, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: SOL-W-0313; RECOMMENDATION TO INCREASE THE AWARD FOR PROVIDING MACK TRUCK PARTS AND SERVICE

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that City Council approve an increase of award, for providing Mack Truck Parts and Service, to M&K Truck Centers, 37580 Mound Road, Sterling Heights, MI 48310-1422, retro-actively, for the final one (1) year renewal period (October 30, 2024 through October 29, 2025), from an annual amount not to exceed \$150,000.00 to an annual amount not to exceed \$200,000.00.

On October 27, 2020, City Council awarded M&K Truck Centers for providing Mack Truck Parts and Service for a three (3) year period, with options to renew for two (2) additional one (1) year periods, in an annual amount not to exceed \$150,000.00.

Due to rising parts and service costs to the City's aging fleet of thirty-five (35) front line Mack heavy duty trucks, this recommendation before your honorable body today, is for an increase of award, retro-actively, for the final one (1) year renewal period (October 30, 2024 through October 29, 2025) from an annual amount not to exceed \$150,000.00 to an annual amount not to exceed \$200,000.00 (an increase of \$50,000.00).

Funds are available in the following Account: 101-1442-86300.

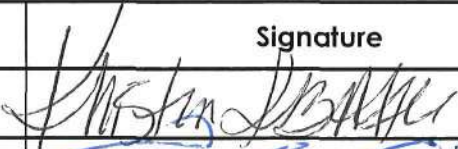
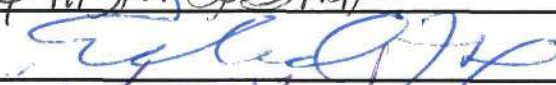
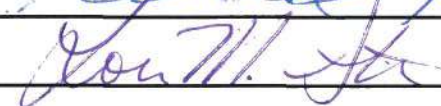
Respectfully Submitted,

Read and Concur,




Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/18/2025
Controller:		8/18/25
MAYOR:		8/19/2025

Date: August 4, 2025

To: Craig Treppa, Purchasing Agent

From: Scott Raedel, DPW Superintendent

RE: M&K Bid Increase

Craig,

The Division of Public Works Fleet Maintenance Department is requesting an increase from \$150,000 to \$200,000 for M&K Truck Center, bid #SOL-W-0313 for Mack truck parts and service.

The city currently has 35 front line Mack heavy duty trucks in our fleet. With the rising cost of parts and service and an aging fleet, we are anticipating the need for this increase to properly maintain these trucks.

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

Sincerely,



Scott Raedel  
Superintendent  
Division of Public Works

## RESOLUTION

Document Number: SOL-W-0313 Increase of Award

Product or Service: Mack Truck Parts and Service

Requesting Department: Department of Public Works (DPW)

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

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

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

The following preamble and resolution were offered by Councilmember

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

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

On October 27, 2020, City Council awarded M&K Truck Centers, 37580 Mound Road, Sterling Heights, MI 48310-1422, for providing Mack Truck Parts and Service, for a three (3) year period, with options to renew for two (2) additional one (1) year periods, in an annual amount not to exceed \$150,000.00.

The Department of Public Works (DPW) has determined that it is in the best interest of the City, that the award be increased, retro-actively, for the final one (1) year renewal period (October 30, 2024 through October 29, 2025), from an annual amount not to exceed \$150,000.00 to an annual amount not to exceed \$200,000.00 (an increase of \$50,000.00).

Funds are available in account number: 101-1442-86300.

IT IS RESOLVED, that the increase of award to M&K Truck Centers, is hereby accepted by City Council, retro-actively, for the final one (1) year renewal period (October 30, 2024 through October 29, 2025), from an annual amount not to exceed \$150,000.00 to an annual amount not to exceed \$200,000.00.

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

- ☐ Cooperative Bid document
- ☐ Contract
- ☒ Resolution

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

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

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

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

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

## CERTIFICATION

STATE OF MICHIGAN     )  
COUNTY OF MACOMB     ) SS.

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

**Sonja Buffa**  
City Clerk



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

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

DATE: AUGUST 15, 2025  
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL  
SUBJECT: SOL-W-1632; AWARD FOR BS&A ONLINE SERVICE AND SUPPORT

The Purchasing Division, in conjunction with the City Treasurer and Public Service Director, recommends that City Council waive the bid process and authorize one (1) year of online service and support from the sole source provider, BS&A Software, 14965 Abbey Lane, Bath, MI 48088, commencing, retro-actively, on August 1, 2025, in the total amount of \$40,073.00.

BS&A Software is the software vendor that provides the City with Assessing Software, Treasury Department Software and Building Division Software. BS&A provides online service and support. This service allows city customers to view property information on a website. Homeowners, business owners, realtors, appraisers, lenders, title companies, contractors and others now have access to information 24/7.

City of Warren residents that want to access information on their own property or other city properties can do so for free. This allows them to access the purchase prices, assessed values, taxable values, and other descriptive property information.

This proposal represents a win-win for residents, business, and city government, as public records can be accessed 24-hours a day. In addition, City staff receives fewer phone calls, allowing them to concentrate on other areas of public service to assist more residents and businesses in other areas. This web service is user friendly and cost effective. In addition, the citizens benefit greatly from this technological advancement made by the City.

The Information Systems Management has indicated that having BS&A provide this service is more economical and practical than having such a system developed internally. They indicate that changes in the Equalizer Program are integrated into the internet program automatically.

Funding for this purchase is provided in the following budget accounts:

Assessing Department Account:	101-1209-80106	\$ 7,921.62
Treasurer's Office Account:	101-1253-80100	\$ 7,921.62
Building Division Account:	101-1371-80106	\$ 21,084.57
Rental Division Account:	230-9230-80100	\$ 3,145.19
TOTAL:		<u>\$ 40,073.00</u>

Respectfully Submitted,



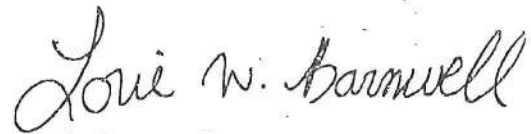
Shanah Turner  
Assistant Buyer

Read and concur,



Dave Muzzarelli  
Public Service Director

Read and concur,



Lorie Barnwell  
City Treasurer

Read and concur,



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/18/2025
Controller:		8/18/25
MAYOR:		8/19/2025

## RESOLUTION

Document No: SOL-W-1632

Product or Service: Online Service and Support

Requesting Department: Assessing, Treasurer, Building & Rental

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 Treasurer and Public Service Director* have determined that it is necessary in the interests of the City, to acquire online service and support from a sole source. Justification for a sole source provider include the ability of City customers to view property information such as purchase prices, assessed values, taxable values, and other descriptive property information on a website 24 hours a day, seven days a week.

The BS&A Software, 14965 Abbey Lane, Bath, MI 48808 has been selected as the sole source provider for online service and support for a one (1) year period, commencing, retro-actively, on August 1, 2025, in the total amount of \$40,073.00.

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



Funds are available in the following accounts:

Assessing Department Account:	101-1209-80106	\$ 7,921.62
Treasurer's Office Account:	101-1253-80100	\$ 7,921.62
Building Division Account:	101-1371-80106	\$ 21,084.57
Rental Division Account:	230-9230-80100	\$ 3,145.19
TOTAL:		<u>\$ 40,073.00</u>

IT IS RESOLVED, that the sole source purchase through BS&A Software is hereby accepted by City Council for a one (1) year period, commencing, retro-actively, on August 1, 2025, in the total amount of \$40,073.00.

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

☐ Contract  
☒ Resolution

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

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

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

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

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

**CERTIFICATION**

STATE OF MICHIGAN    )  
                                  ) SS.  
COUNTY OF MACOMB    )

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

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



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: AUGUST 19, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: SOL-W-1634; RECOMMENDATION FOR THE PURCHASE AND INSTALLATION OF TWO (2) NEW FLYGT GRINDER PUMPS FOR THE SANITATION DIVISION

The Purchasing Division, in conjunction with the Sanitation Division, recommends that City Council waive the bid process and award the purchase and installation of two new Flygt Submersible Grinder Pumps at the Warren Transfer Station, to Lawrence M. Clarke, Inc. (LMC), 50850 Bemis Road, Belleville, MI 48111-9763, in the total amount of \$62,314.88.

The Sanitation Division is currently renting pumps for the transfer station because the City-owned pumps at the transfer station have failed due to too much debris. The new pumps being recommended before your honorable body today have the ability to mulch up any debris prior to pumping.

LMC installed the original pump station and is very familiar with the transfer station site. LMC also helped facilitate the installation of the two rental pumps that are currently being used. Kennedy Industries is the Michigan-authorized distributor for Flygt pumps. They recognize LMC as the qualified installing contractor who is authorized to install Flygt products. For this reason, the City is recommending that City Council waive the bid process and award this project to Lawrence M. Clarke, Inc.

If approved by your honorable body, the pumps will be delivered in approximately ten (10) to twelve (12) weeks and will be installed shortly thereafter.

Funding for this purchase is available in the following Account dependent upon concurrent resolution of budget amendment: 226-9226-97400.

Respectfully Submitted,

Read and concur,

Craig Treppa  
Purchasing Agent

Kevin Kitka  
Sanitation Superintendent

Approved By:	Signature	Date
Budget Director:		8/19/2025
Controller:		8/19/25
MAYOR:		8/19/2025



# Lawrence M. Clarke, Inc.

Page 1

July 25, 2025

Mrs. Tina Gapshes, P.E.  
City of Warren  
City Engineer  
One City Square, Suite 300  
Warren, MI 48093

RE: City of Warren Transfer Station  
Grinder Pump Quote

Dear Mrs. Gapshes:

After removal and inspection of the two original pumps that failed at the station, it has been determined that it is not cost effective to repair either pump. Please see the attached reports from Kennedy Industries on the failed pumps.

Please accept the following as a quote for two new grinder pumps:

(2) Flygt Explosion Proof, Submersible Grinder Pumps, Model MP3127.890-216. Rated for 200 GPM @ 15' TDH, 11 HP, 3 Phase, 230 Volt with 2" Discharge and 50 FT. Motor and Sensor Cables.

(2) Guide Rail Systems with 2" Discharge Elbows, Stainless Steel Guide Rails, Upper Brackets, Lifting Chain and Quick Links (15' Lengths)

(2) NEMA 1 Starters and Overloads for New Grinder Pumps

(1) Kennedy Industries Service Tech to Install New Pump Starters and Reprogram Existing Pump Controller for Grinder Pump Operation

(1) Start-Up Assistance

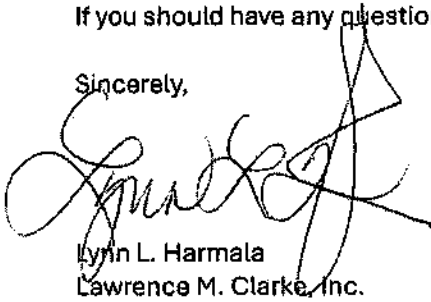
**Net Price Including Freight & Taxes: \$62,314.88**

Estimated Delivery -- Ten to Twelve Weeks

**Price Does Not Include:** Rental Pump Labor & Use, Labor Associated with New Pump Replacements.

If you should have any questions, please feel free to contact me at (734) 481-1565.

Sincerely,

A handwritten signature in black ink, appearing to read "Lynn L. Harmala", written over a large, stylized "X" mark.

Lynn L. Harmala  
Lawrence M. Clarke, Inc.



**KENNEDY  
INDUSTRIES**

PUMPING-REPAIR  
FLOW CONTROL  
PROCESS  
AUTOMATION

*As Dedicated to Our Community as We are to Our Customers and Employees*

August 12, 2025

Lynn Harmala  
Lawrence M. Clarke, Inc.  
50850 Bemis Rd.  
Belleville, Michigan 48111

**Re: City of Warren Transfer Station Pump Replacement**

Dear Ms. Harmala,

Kennedy Industries the Michigan representative for engineered and aftermarket sales and service of Xylem Inc – Flygt Products. Kennedy Industries has recently been requested to provide equipment for the City of Warren Transfer Pump Station and recognizes Lawrence M. Clarke, Inc. as the qualified installing contractor. Lawrence M. Clarke, Inc. is authorized to install Flygt Products into the existing pump station per the Xylem – Flygt installation instructions provided with the equipment.

Thank you for your interest in the Flygt products and please do not hesitate to reach out to Kennedy Industries with any questions.

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

Sincerely,

Spencer Hasbrouck  
Account Manager  
Kennedy Industries



Xylem Water Solutions USA, Inc.  
Flygt Products  
9661 194<sup>th</sup> Street  
Mokena, IL 60448  
Tel: +1.312.414.9937

May 29, 2025

Subject: Flygt Products

This letter is to confirm that Kennedy Industries based out of 4925 Holtz Drive, Wixom MI is the only authorized representative for Engineered and After Market Sales and Services of Xylem, Inc – Flygt Products, for the state of Michigan (excluding the UP region).

Thank you for your interest in Flygt Products and please do not hesitate to call me if you have any questions.

Yours truly,

*Mir Khan*

Regional Sales Manager  
Xylem - Flygt Products  
9661 194<sup>th</sup> Street  
Mokena, IL 60448  
Tel: 312-414-9937  
Mir.khan@xylem.com

**RESOLUTION**

Document No: SOL-W-1634

Product or Service: Purchase and Installation of Two (2) Flygt Grinder Pumps

Requesting Department: Sanitation

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 Sanitation Division Superintendent has determined that it is necessary in the interests of the Sanitation Division, and the City, to waive the bid process and award Lawrence M. Clarke, Inc., 50850 Bemis Road, Belleville, MI 48111-9763 with the purchase and installation of two (2) Flygt Grinder Pumps at the Warren Transfer Station in the total amount of \$62,314.88.

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

Funds are available in the following Account: 226-9226-97400 dependent upon concurrent resolution of budget amendment.

IT IS RESOLVED, that the sole source purchase through Lawrence M. Clarke, Inc. is hereby accepted by City Council in the total amount of \$62,314.88.



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: AUGUST 19, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: SOL-W-1676; RECOMMENDATION OF AWARD TO ADVERTISE AVAILABLE CITY POSITIONS

The Purchasing Division concurs with the Human Resources Director and recommends that City Council waive the bid process and award the sole source provider, Gannett Detroit LocaliQ (formerly Michigan.com), P.O. Box 632097, Cincinnati, OH 45263, the providing of advertising services for open positions within the City of Warren, for a two (2) year period, commencing on September 15, 2025, in an annual amount not to exceed \$45,000.00.

Due to a lawsuit filed with the Department of Justice against the City, it is now required that all Civil Service positions be posted in a way that they reach a wide area of qualified and diverse applicants. To achieve this, the City utilizes the Detroit News and Detroit Free Press. Gannett Detroit LocaliQ (formerly Michigan.com) is the only direct resource for advertising in the Detroit News and Detroit Free Press. They also post on the jobnetwork.com and over 800 other job opportunity websites, which reach anyone with access to the internet.

The Human Resources Department has worked with Gannett to establish a special rate plan for the first fifty (50) postings that are completed during the first annual period. The total cost for the first fifty (50) postings shall amount to only \$15,000.00. The City is hopeful that this same agreement can be made for the second year of the agreement. The services agreement is attached.

If approved by your honorable body, the award shall be for a two (2) year period, commencing on September 15, 2025 through September 14, 2027, or upon City Council approval, whichever occurs later, in an annual amount not to exceed \$45,000.00.

Funds for this purchase are available in the following Account: 101-1220-90000.

Respectfully Submitted,



Read and Concur,



Shanah Turner  
Assistant Buyer



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/19/2025
Controller:		8/19/25
MAYOR:		8/19/2025



**DEPARTMENT OF HUMAN RESOURCES**

ONE CITY SQUARE, SUITE 410

WARREN, MI 48093-5286

(586) 574-4670

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

August 6, 2025

Craig Treppa, Purchasing Agent  
Purchasing Division  
City of Warren

RE: Gannet Detroit Local IQ (Formerly Michigan.com) Sole Source  
Request

Dear Mr. Treppa:

Due to a lawsuit filed with the Department of Justice against the city, it was required that all Civil Service positions be posted in a way that they reach a wide area of qualified and diverse applicants. The only way that we are able to reach the required geographic area in print and online is by utilizing the Detroit News and Detroit Free Press which include online platforms. Gannet Detroit Local IQ (Formerly Michigan.com) is the only direct resource for advertising in the Detroit News and Detroit Free Press. They also post on thejobnetwork.com, Google, Recruitology and over 800 other job opportunity websites, which reaches anyone with access to the internet. We are requesting the amount of \$45,000 annually. This amount was approved by City Council in August 2024. We request your approval for the utilization of Gannet Detroit Local IQ (Formerly Michigan.com) as a sole source for the two-year period of September 15, 2025 through September 14, 2027

Sincerely,

A handwritten signature in black ink, appearing to read "J. H. Gajos", written in a cursive style.

Jared H. Gajos  
Human Resources Director

**RESOLUTION**

Document No: SOL-W-1676

Product or Service: Advertising for Civil Service Position Openings

Requesting Department: Human Resources

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 Council Chambers located at Warren Community Center Auditorium, 5460 Arden Ave, Warren, Michigan.

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

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

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

Upon performing a diligent inquiry, the Human Resource Director has determined that it is necessary in the interest of the City, to award the advertisements of available City positions to the sole source provider, Gannett Detroit LocaliQ (formerly Michigan.com), P.O. Box 632097, Cincinnati, OH 45263, for a two (2) year period, in an annual amount not to exceed \$45,000.00.

The City utilizes Gannett Detroit LocaliQ, the only direct resource for advertising in the Detroit News and Detroit Free Press, in order to reach a wide area of qualified and diverse applicants.

The purchasing agent has conducted a review and concurs with the sole source purchase.

Funds are available in the following Account: 101-1220-90000.

IT IS RESOLVED, that the award to Gannett Detroit LocaliQ (formerly Michigan.com) is hereby accepted for a two (2) year period, commencing September 15, 2025 through September 14, 2027, or upon City Council approval, whichever occurs later, in an annual amount not to exceed \$45,000.00.

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

- ☐ Cooperative Bid Document
- ☒ Contract
- ☒ 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 ATTORNEY'S OFFICE  
ONE CITY SQUARE, SUITE 400  
WARREN, MI 48093-5285  
(586) 574-4671  
FAX (586) 574-4530  
[www.cityofwarren.org](http://www.cityofwarren.org)

August 18, 2025

Mr. Jared Gajos  
Director of Human Resources  
City of Warren

SENT VIA EMAIL

**RE: Advertising Commitment and Advertising Services Agreement 2025-26**

Dear Mr. Gajos:

Our office has reviewed and approved the above-referenced document as to form and will route for signatures with the attached cover and tracking sheets.

If I may be of need further assistance, please contact Ext. 4678.

Sincerely,

Laura Sullivan  
Assistant City Attorney III

LS/ Ltr to J Gajos re review of Advertising Commitment and Advertising Services Agreement ID 114197

Cc: Craig Treppa, Purchasing Director  
Jacqueline Damron, Human Resources Analyst

Attachment

## CONTRACT/AGREEMENT COVER SHEET

### New, Expiration, or Renewal for contract or agreement

(this form must be attached to any contract/agreement that requires clerk signature)

Requesting Department: City Attorney's Office

Please indicate if Contract, or Agreement: Agreement

New, Expiration, Renewal, Modification/Amendment, Termination (or other): Renewal

VENDOR NAME/ADDRESS/PHONE: Internal Contact: Laura Sullivan x 4678

Gannett/USA Today  
Attn: Michelle Hartman-Byrnes, Advertising Sales Rep.  
1675 Broadway, 23<sup>rd</sup> Fl  
New York, NY 10019  
Phone: 614-714-5749  
E-mail: mhartman@gannett.com

CONTRACT BID# (if applicable):

#### DURATION INFORMATION

Date of Service (start and end date of contract/agreement): September 15, 2025 – September 14, 2026

Contract Duration: 1 year

Contract Terms (ex: 2 years, 5 years with 3 year extension agreed upon by both parties etc.): Advertising Commitment: 50 Job Board Postings.

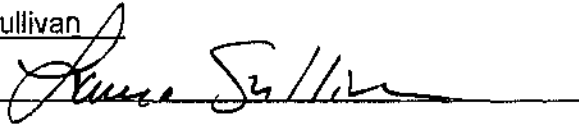
Are there any other terms that may apply (ex. may be canceled by either party with 30-day written notice): Either party may terminate with 30 days' prior notice.

Prior Contract Dates (if applicable): September 15, 2024-September 14, 2025

Department contact for contract/agreement: Laura Sullivan

Name of Person completing cover sheet: Laura Sullivan

Signature of Person completing cover sheet: \_\_\_\_\_



Date completed form: August 8, 2025

ID 114198



**CONTRACT/PROGRAM TRACKING SHEET**

<b>Title:</b> Advertising Commitment – Gannett-USA Today
--

<b>Department:</b> City Attorney's Office
---

<b>Contact Person:</b> Laura Sullivan	<b>Phone:</b> x 4678
---------------------------------------	----------------------

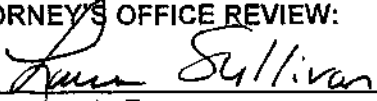
<b>Date Submitted:</b> August 8, 2025
---------------------------------------

Resolution attached: No Is funding approval needed: No
---

**CITY COUNCIL APPROVAL:**

\_\_\_\_\_  
Date

**ATTORNEY'S OFFICE REVIEW:**

  
\_\_\_\_\_  
Approved as to Form

August 7, 2025  
\_\_\_\_\_  
Date

**MAYOR'S OFFICE:**

\_\_\_\_\_  
Lori M. Stone, Mayor

\_\_\_\_\_  
Date

**CLERK'S OFFICE:**

\_\_\_\_\_  
Sonja Buffa, Clerk

\_\_\_\_\_  
Date

**ALL CONTRACTS SHOULD BE RETURNED TO  
ATTORNEY'S OFFICE FOR FILING AND DISTRIBUTION**

## ADVERTISING COMMITMENT

This Advertising Commitment, entered into by and between Gannett/LocalIQ ("Publisher") and The City of Warren ("Advertiser") is subject to the terms of the Advertising Services Agreement between Publisher and Advertiser dated as of 9/15/25 (the "Agreement"). Advertiser and Publisher hereby agree to the following Commitment during the period indicated below ("Commitment Term"). If, during or at the conclusion of the Commitment Term, Advertiser desires to make a new Commitment with Publisher, the parties will separately execute a new Advertising Commitment that will be incorporated into this Agreement by reference. Each Advertising Commitment is independent of each other. Capitalized terms used in this Advertising Commitment and not defined herein will have the meanings ascribed to such terms in the Agreement.

Total Spend: \$15,000 (\$5,000 to be billed September 2025, \$5,000 to be billed October 2025 and \$5,000 to be billed November 2025)

The parties agree that the Rates/Fees set forth herein will apply to Advertiser's purchases of the Services below, during the applicable Commitment Term(s). Following the Commitment Term(s), unless the parties execute a new Advertising Commitment, all Services purchased by Advertiser will be billed at Publisher's then-current Rates/Fees for such Services.

1. Print Advertising (Addendum A): the Advertiser has hereby agreed to the following rates (size, frequency, cost per inch, cost per insertion): N/A

Print to SEO/directory: \$\_\_\_\_\_ per ad. Advertiser can opt out at any time upon request. An ad processing fee will be applied based the number of ads during the month.

Print Commitment Term: N/A

2. Preprint Advertising (Addendum A): the Advertiser has hereby agreed to the following rates (size, frequency, quantity, distribution): N/A

Preprint Commitment Term: N/A

3. Digital Display (Addendum A): The Advertiser has hereby agreed to the following digital display rates (impressions, CPM, CPD, sponsorship). Any ad processing fee will be applied based on the number of ads during the month.

Digital Display Commitment Term: N/A

4. PIQ & Lead Generation Ads (Addendum A): The Advertiser has hereby agreed to the following rates: N/A

PIQ Commitment Term: N/A

5. Digital Marketing Services (Addendum B): The Digital Marketing Services rates outlined herein are based upon the Company's Digital Marketing Services Rate Card (SEO, PPC, email, social ads, social media management and web development): N/A

Digital marketing services will continue until cancelled. A minimum of 30 days prior written notice of cancellation is required.

Digital Marketing Services Commitment Term: N/A

6. Branded Content (Addendum C): the advertiser has hereby agreed to the following package (impressions, CPM): N/A  
Branded Content Commitment Term: N/A

7. GET Creative Services (Addendum D): USA TODAY Network's in-house agency services team will provide on-going account management, consultative direction and advertising/marketing deliverables based on overall media spend, if spend qualifications are met.

Fee for GET Creative Services: N/A

GET Creative Commitment Term: N/A

8. Other Advertising: (Specialty Magazine, We Print, Direct Mail, Post its, etc.). The rates for Other Advertising outlined herein shall be earned based upon fulfillment of the Advertising Commitment: 50 job boards postings. The remaining posts will be rolled over to renewal agreement.

Other Advertising Commitment Term: 9/16/25-9/16/26

9. Sponsorship (Addendum E): The Advertiser has hereby agreed to the following sponsorship benefits of the Event and the Fee: N/A

Sponsorship Commitment Term: N/A

AGREED AND ACCEPTED:

## PUBLISHER REPRESENTATIVE

By: Mickelly HadomanName: Michelle HartmanTitle: Recruitment Specialist

## ADVERTISER

THE CITY OF WARREN

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

Title: Mayor

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

Sonja Buffa

Clerk

**ADVERTISING SERVICES AGREEMENT**

This Advertising Services Agreement (this "Agreement") is entered into as of the date of later signature below (9/15/25) by and between GANNETTLocalQ, with offices at 1675 Broadway, 23<sup>rd</sup> Floor, New York, NY 10019 ("Publisher") and City of Warren, with offices at One City Square, Suite 410, Warren, MI, 48093. Subject to the applicable Standard Terms and Conditions (the "Standard Terms") herein, Advertiser desires to procure from Publisher, and Publisher desires to sell to Advertiser, on behalf of itself and/or its affiliates identified in this Agreement, the Services described in this Agreement (each a "Service"). Advertiser may purchase any of the Services described in this Agreement from time to time by submitting insertion order forms to Publisher that reference this Agreement and the applicable Service(s) to be purchased and contain other applicable terms and conditions (each an "Order").

☐

1. Addendums and Orders. In addition to the terms set forth in these Standard Terms, Advertiser's purchases of Services from Publisher under this Agreement are subject to the terms and conditions set forth in the applicable Service-specific addendum to this Agreement (each an "Addendum"). The details regarding Advertiser's purchase of a particular Service (e.g., run dates, ad sizes, etc.) will be described in an Order. Multiple Orders may be executed under this Agreement for a single type of Service.

2. Term. The term of this Agreement will commence as of the Effective Date and shall continue in effect unless and until terminated as set forth herein ("Term").

3. Economic Terms.

3.1. Fees. Fees for each Service purchased by Advertiser hereunder will be calculated based on Publisher's (or its affiliates', if applicable) standard rate card for such Service ("Standard Rates"). Notwithstanding the foregoing, if Advertiser is committing to an annual spend amount or making other firm commitments (e.g., placement, frequency and/or volume commitments), as further specified in Advertising Commitment (each a "Commitment"), Publisher and Advertiser may agree that Advertiser is entitled to discounts off of the Standard Rates on Services purchased in satisfaction of such Commitment. Any such discounts will be reflected in Advertising Commitment for in adjusted rate cards attached to Advertising Commitment. Publisher and Advertiser may also agree that Advertiser is entitled to Value Add (or "Added Value") on Services purchased. Any such Value Add will be described in the Advertising Commitment. Value Add is not guaranteed and is based upon availability of space. Value Add must be used prior to termination of the Commitment Term or it shall be forfeited. Upon termination or cancellation of this Agreement, for any reason, Value Add shall be forfeited.

3.2. Payment. Publisher will invoice Advertiser on a monthly basis, and payment is due within forty five (45) days of invoice date. If Advertiser fails to timely pay, Publisher may suspend the provision of services hereunder or immediately terminate this Agreement. Advertiser agrees to reimburse Publisher for all expenses incurred by Publisher in connection with the collection of amounts payable, including court costs and attorneys' fees. If this Agreement is terminated due to Advertiser's failure to timely pay, Publisher may rebill the Advertiser for the outstanding balance due at the open or earned contract rate, whichever is applicable, and all discounts shall be forfeited. All deliverables will be the property of Publisher until payment in full is received. Accounts paid by invoice are subject to a 3.99% service fee. An account that is paid by check or ACH will receive a service fee discount equivalent to the 3.99% service fee. Accounts that are paid by credit card will not receive the service fee discount.

3.3. Expenses. All expenses related to the delivery of Advertiser Content or other materials to Publisher and the return of such materials by Publisher (if return is directed in writing by Advertiser) shall be paid by Advertiser. Publisher may dispose of any advertising materials delivered to it unless acceptable prepaid return arrangements have been made.

3.4. Taxes. In the event that any federal, state or local taxes are imposed on Advertiser's use of the Services hereunder, such taxes shall be assumed and paid by Advertiser.

3.5. Late Payment. If any amount is not paid within forty five (45) days of when due, Publisher reserves the right to charge interest at the rate of eighteen percent (18%) per annum or the maximum amount permitted by law (whichever is lower), computed from the original due date until paid.

3.6. Credit Check. The terms of this Agreement may be subject to a satisfactory credit check on Advertiser (and/or Agency, as defined below). Publisher may request advance payment for any advertisement(s) or other material provided by Advertiser or Agency if

periodic credit checks are not satisfactory.

3.7 Billing/Credits. Any claims by Advertiser for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within ninety (90) days of the invoice date or the claim will be waived. In the event Advertiser is entitled to a credit due to overpayment of an invoice, Advertiser must use the credit within ninety (90) days of issuance or the credit will be forfeited. No cash refunds will be provided for any credit earned by the Advertiser. All credits earned will be for the benefit of Advertiser.

#### 4. Advertising Materials.

4.1. Content. Advertiser may, from time to time, provide Publisher with advertising materials, including, without limitation, text, data, video, audio, images, illustrations, and graphics, trademarks, service marks, and logos (collectively, "Advertiser Content") for use in connection with Publisher's distribution of the Services purchased hereunder.

4.2. License. Advertiser hereby grants Publisher and its designees a non-exclusive, irrevocable, worldwide, transferable, sub-licensable right and license (i) to use, reproduce, mirror, distribute, perform and display the Advertiser Content for any portion thereof via print and on the websites (mobile and traditional), properties, applications and/or devices described in this Agreement (including any Orders) (collectively, the "Distribution Networks"); (ii) to modify, copy, reformat, transmit and otherwise manipulate the Advertiser Content in connection with such display; and (iii) to use the Advertiser Content and creative, Advertiser's name and logo in connection with providing the Services.

4.3. Clearances. Advertiser will be responsible, at its own cost and expense, for obtaining all clearances, authorizations, permissions, licenses, and releases (collectively, "Clearances") from third parties necessary to enable Publisher to distribute the Advertiser Content under this Section 4, including, without limitation, (i) Clearances for any of the following creative elements appearing in or otherwise displayed via the Advertiser Content: photos, video footage, music (including, without limitation, any synchronization and mechanical licenses), audio tracks, trademarks, service marks, and rights of publicity and other indicia of identity; and (ii) Clearances from any individuals or entities whose trademarks, service marks, other corporate indicia, names, voices, likenesses, and other indicia of identity may appear in any of the Advertiser Content.

4.4. Advertiser Approval Right. To the extent that Publisher and/or its affiliates are developing any creative or other deliverables on behalf of Advertiser under any Order (e.g., Ads, emails, social media campaigns, etc.), Advertiser will have two (2) days from receipt of any such deliverable to review and approve the deliverable. Advertiser must notify Publisher in writing of any rejection of the deliverable within two (2) days after receipt thereof or the deliverable will be deemed approved by Advertiser. Advertiser will not unreasonably withhold its approval. Only one (1) round of revisions shall be provided unless otherwise agreed by Publisher. Additional corrections or modifications will be subject to an additional charge and may result in delays in the service start date.

5. Ownership. All Advertiser Content or other materials furnished by Advertiser for use hereunder will remain the property of Advertiser and, subject to Section 3.3, will be returned upon request. The results of any and all work performed by Publisher, including development of advertising material, creative work, or other content for Advertiser, will be the property of Publisher. Advertiser may not modify such material or authorize the reproduction or use of such material in any medium without Publisher's prior written consent. Unless otherwise agreed by the parties, Advertiser and its affiliates may use such creative content only in the format provided by Publisher.

6. User Information. Any user or usage data or information collected via Publisher's Digital Properties or related to Publisher's Digital Properties, or any information collected from sites operated by Publisher's affiliates under this Agreement, shall be the property of Publisher and/or such affiliates. Advertiser shall have no rights in such information by virtue of this Agreement. Any user or usage data or information collected shall be the property of Publisher.

#### 7. Termination.

7.1. Termination of Agreement. Either party may terminate this Agreement (including all Addendums entered into hereunder) upon written notice to the other party (i) at any time, if there are no current Orders then in effect under any Addendum; (ii) in the event of a material breach of this Agreement or any Order by the other party that remains uncured for a period of thirty (30) days following receipt of written notice of such breach from the non-breaching party; or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or ceases business as a going concern.

7.2. Termination of Orders. Publisher may terminate any Order for convenience at any time upon thirty (30) days' prior written notice to Advertiser.

7.3. Effect of Termination. Upon any termination of this Agreement, Advertiser shall pay to Publisher all accrued and unpaid fees for Services utilized by Advertiser through the effective date of termination. Sections 3, 4, 5, 6, 7.3, 8, 9, 10, 11 and 12, as well as any other representations, warranties or indemnification obligations under any Addendum will survive any termination of this Agreement.

#### 8. Representations and Warranties; Disclaimer.

8.1. Advertiser Warranties. Advertiser represents and warrants that (i) it has the full right, power and authority to grant the licenses and related rights granted herein and has acquired any and all Clearances that are necessary in connection with Publisher's exercise of such rights and licenses, (ii) Advertiser is in compliance with all U.S. federal and state laws and regulations applicable to its business operations and products and/or services being advertised or promoted, (iii) the Advertiser Content is true and accurate, does not violate any federal, state or local law or federal or state regulation and is not misleading, defamatory, libelous or slanderous, (iv) Publisher's use of the Advertiser Content in connection with providing the Services will not infringe upon or violate the rights or property interests of any third party, including without limitation, any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any other party, or any right of privacy or publicity, and (v) for digital services, Advertiser will maintain a privacy statement on its principal website ("Privacy Statement") that complies with applicable law and accurately and transparently discloses its privacy practices to users of such website, including any privacy practices implicated by the undertakings contemplated by this Agreement.

8.2. Online gambling and sports betting (if applicable). If Advertiser offers online gambling or sports betting, Advertiser represents and warrant that it is, it has been in the prior 12 months, and it shall be during the Term of this Agreement, in compliance with all U.S. and state laws and regulations, including, but not limited to, each state in which it conducts any online gambling or sports betting, including, but not limited to, not offering domestic or offshore online gambling to U.S. residents when such activity is legally prohibited. Advertiser shall promptly notify Publisher, in writing, if any of the foregoing representations and warranties become untrue.

8.3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ALL SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." PUBLISHER, ITS SERVICE PROVIDER AND ANY VENDORS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO ADVERTISER OR ANY OTHER PERSON WITH RESPECT TO ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH ANY ADVERTISER CONTENT OR OTHER MATERIALS DISPLAYED ON ADVERTISER'S WEBSITE(S) OR THE FAILURE TO DISPLAY ANY SUCH MATERIALS ON PUBLISHER'S WEBSITE(S). PUBLISHER DOES NOT REPRESENT OR WARRANT THAT ANY SERVICES, ADS OR OTHER MATERIAL WILL BE DISPLAYED ON ANY PUBLISHER WEBSITE WITHOUT INTERRUPTION OR ERROR, AND PUBLISHER WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES INCURRED BY ADVERTISER RELATING TO THE UNAVAILABILITY OF THE INTERNET OR WEBSITE(S) ON WHICH ADVERTISER'S ADVERTISEMENTS ARE PUBLISHED. PUBLISHER MAKES NO REPRESENTATIONS OR WARRANTIES RELATING TO THE RESULTS OF SERVICES, INCLUDING WITHOUT LIMITATION, THE NUMBER OF IMPRESSIONS, CLICK-THROUGHS, OR LEADS AND ANY PROMOTIONAL EFFECT OR RETURN ON INVESTMENT.

## 9. Indemnity.

9.1. Indemnity. Advertiser will indemnify and hold Publisher, Gannett Co., Inc., any other entities that own or operate any of the Distribution Networks and each of their respective subsidiaries, affiliates, officers, directors, employees, agents, vendors, and service providers (each a "Publisher Indemnitee") harmless from and against any and all suits, judgments, proceedings, claims, losses, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") arising out of a third-party claim resulting from (i) the Advertiser Content and other materials provided by Advertiser, or any websites or content that is linked to from any such Advertiser Content or other materials, including, without limitation, any claim such Advertiser Content or material is libelous or defamatory or violate or infringe the rights of any third party, including any patent, copyright, trademark, trade secret, or other intellectual property or proprietary rights, or any rights of privacy or publicity, or claims based on Advertiser's willful misconduct, negligence or strict liability for a defective product; (ii) violation of or failure to comply with any federal or state laws, rules or regulations applicable to Advertiser's business operations, products and/or services; (iii) any actual or alleged breach of Advertiser's representations, warranties, or obligations under this Agreement; or (iv) Advertiser's Privacy Statement.

9.2. Programmatic Advertising (if applicable). In addition to any other Advertiser indemnification obligations under this Agreement, including without limitation Subsection 9.1 above, Advertiser will indemnify and hold Publisher, Gannett Co., Inc., and/or any other entities that own or operate any of the Distribution Networks and each of their respective subsidiaries, affiliates, officers, directors, employees, agents, vendors, and service providers (each a "Publisher Indemnitee"), harmless from and against any and all Losses arising out of a third-party claim resulting from: (i) any claims for libel, slander or invasion of privacy arising from Advertiser Content; (ii) any claims arising from Regulated Products (as defined below); and/or (iii) violation of programmatic vendor's policies and procedures.

9.3. For purposes of this Agreement, "Regulated Products" means any raw materials, ingredients, pharmaceuticals, 20 fabricated devices, manufactured goods, media, health, finance, identification records, or other 21 goods and services requiring local, state, or federal regulatory compliance.

9.4. Duty to Defend. Advertiser shall defend at its own expense any claim instituted by any person or entity against a Publisher Indemnitee resulting from a claim covered by Section 9.1. The Publisher Indemnitee(s) will have the right, at its or their option, to defend such litigation jointly with Advertiser. Advertiser may not agree to any settlement that imposes any obligation or liability on a Publisher Indemnitee without such Indemnitee's prior written consent.

10. Limitation of Liability. EXCEPT FOR THE PARTIES INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT (IF ANY), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PUBLISHER'S LIABILITY ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID OR OWED BY ADVERTISER TO PUBLISHER HEREUNDER DURING THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11. Agencies. If Advertiser is using an advertising agency in connection with this Agreement, Advertiser and such agency (the "Agency") shall be jointly and severally liable for compliance with the terms of this Agreement and any Order. Publisher may pursue any applicable remedies in the event of default of this Agreement (including any non-payment) against Advertiser or Agency or both without any requirement of first seeking a remedy from one or the other. This Agreement renders void any statements concerning liability which may appear on correspondence from Agency or Advertiser. Advertiser and Agency further agree that Publisher does not and will not accept orders or space reservations claiming sequential liability. The person or entity signing this Agreement on behalf of Advertiser warrants that such person or entity is duly authorized and has the full power to bind Advertiser to this Agreement and agrees to indemnify and hold Publisher, and their subsidiaries and affiliated companies, and all of their respective employees, officers, directors, agents, successors and assigns, harmless from any and all claims, losses, damages or costs (including reasonable attorneys' fees) arising out of a breach of the foregoing warranty. Advertiser shall be solely responsible for any commission or other payment due to Agency.

## 12. Miscellaneous.

12.1. Waiver/Severability. The waiver or breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of the same or any other term or condition. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

12.2. Assignment. Advertiser may not assign any of its rights and/or obligations hereunder or this Agreement without Publisher's prior written consent. Publisher shall have the right to assign, delegate or transfer, its rights and obligations, under this Agreement, in whole or in part. Publisher shall provide written notice to Advertiser of any such assignment.

12.3. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions. Any dispute arising from this Agreement must be resolved in the courts located in Macomb County, Michigan or the US District Court for the Eastern District of Michigan.

12.4. Waiver of Jury Trial. Each party specifically waives any right to trial by jury in any court with respect to any claim against the other arising out of or connected in any way to this Agreement.

12.5. Force Majeure. Neither party will be liable to the other party for delays and/or defaults in its performance or commitments under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God or of the public enemy, fire or explosion, flood, earthquake, actions of the elements, war, riots, embargoes, quarantine, strikes, lockouts, disputes with workers or other labor disturbances, or acts or requests of any governmental authority; and additionally, Publisher shall not be responsible for any failures or damages resulting from facts and circumstances beyond publishers' control, including but not limited to service or delivery issues with freight or the USPS.

12.6. Electronic Contract. The following provision applies if the Agreement is accepted electronically. The Agreement is an electronic contract that sets out the legally binding terms of the Services. Advertiser (or its authorized agent) indicates acceptance of the Agreement by clicking on the "Click to E-Sign" button (or its equivalent) if the electronic signature platform being used does not have a specific "Click to E-Sign" button). This action creates an electronic signature that has the same legal force and effect as a handwritten signature on a written contract under any applicable law or regulation and is equally binding. By clicking on the "Click to E-Sign" (or equivalent) button, Advertiser (or its authorized agent) acknowledges reading and accepting the Agreement and represents, warrants and agrees that Advertiser (or its authorized agent) has the power, authority and legal right to enter into the Agreement on behalf of Advertiser.

12.7. Third Party Beneficiaries. The disclaimers and limitations of liability made by Publisher, and the representations and warranties made by Advertiser in this Agreement shall apply to Publisher's vendors, as intended third party beneficiaries of this Agreement.

12.8. Entire Agreement. This Agreement, including any Addenda or Order(s), is the entire agreement of the parties regarding the provision of the Services and supersedes any and all prior written or oral agreements between the parties related to the subject matter hereof. This Agreement may not be modified except in a writing signed by both parties.

12.9. Counterparts. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement, including applicable Addenda, as of the Effective Date.

PUBLISHER Gannett/Local 10 ADVERTISER

By: Michelle Hartman By: \_\_\_\_\_

Name: Michelle Hartman Name: LORI M. STONE

Title: Recruitment Specialist Title: MAYOR

Date: 9/15/25 Date: \_\_\_\_\_

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

Name: SONJA BUFFA

Title: CLERK

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

Rev: 02.05.2024

#### ADDENDUM A PRINT AND ONLINE ADVERTISING

If Advertiser is purchasing (i) print advertising ("Print Ads") for display in Publisher's newspaper property(ies) (each a "Newspaper"), or (ii) online display advertising ("Digital Ads" and collectively with Print Ads, "Ads") for distribution on Publisher's digital media property(ies) (e.g., Publisher's website(s), Publisher's tablet or mobile applications, digital display ads associated with the e-edition of Publisher's newspaper, etc.) specified in the applicable Order (each a "Digital Property"), then the additional terms and conditions set forth in this Addendum A and Addendum C will apply to each Order submitted for such Advertising Services.

#### 4.0

1. Rates. Unless otherwise specified in Advertising Commitment in connection with a Commitment from Advertiser, Advertiser's purchase of Ads for display in the Newspapers, on the Digital Properties will be billed at Publisher's Standard Rates. Advertiser acknowledges that it has been provided a copy of Publisher's standard rate card. The rate card, including any terms and conditions in such rate card, are hereby incorporated into this Agreement by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of this Agreement, the terms of this Agreement will control. Publisher reserves the right to modify its rate card, including increasing its Standard Rates, at any time and from time to time. Publisher will provide Advertiser with at least 30 days' prior written notice of any rate increase. If Advertiser objects to any such increase, it shall have the option to discontinue display of the applicable Ads by giving written notice to Publisher prior to the effective date of such changes. Advertiser's right to discontinue the display of its Ads shall be its sole and exclusive remedy in the event of a rate increase. If Advertiser does not elect to discontinue display of the applicable Ads, then, following the expiration of the notice period, all Ads shall be billed at Publisher's increased rates.

#### 2. Delivery

2.1. Deadlines. Advertiser will provide Publisher all applicable Ads by Publisher's standard deadline (as designated by Publisher), in a format suitable for display in the Newspaper(s) or on the applicable Digital Property(ies), as applicable, via a transmission method mutually agreed upon by the parties. Advertiser shall have the right to change any Ads(s) after submission, provided that it submits any such changes to Publisher no later than Publisher's standard deadline (as designated by Publisher). Advertiser shall pay all expenses connected with the delivery of the Ad(s) to Publisher. Changes to any Ads after first publication may result in additional charges, which will be disclosed to Advertiser in advance.

2.2. Submission of Advertising Materials. Unless otherwise agreed to by the parties in writing, Advertiser will provide all creative services and necessary text, data, images, illustrations or graphics and/or other materials with respect to the Ads(s). Advertiser will submit the Ad(s) in accordance with the applicable Publisher policies in effect from time to time, including policies regarding artwork specifications, format and submission deadlines.

3. Ad Serving. Advertiser grants to Publisher a license to (a) display Advertiser's Ads on the Distribution Network; and (b) modify, copy, reformat, transmit and otherwise manipulate the Ads in connection with such display. Advertisements will be served in accordance with one of the following options:

3.1. By Publisher. If Publisher will be responsible for serving the Digital Ads through its own ad servers, then Publisher will track delivery of the Digital Ads through such servers. The parties agree that Publisher's final impression measurements will be used to determine the fees due under this Agreement.

3.2. By a Third Party. If a third party ("Third Party") will be responsible for serving the Digital Ads through such Third Party's ad server, and such Third Party will track delivery of the Digital Ads through its server. The Third Party's final audited impression measurements will be used to determine the fees due under this Agreement. If the parties agree to use a Third Party ad server under the terms of this Addendum, Advertiser agrees to provide Publisher with a user login name and password to access the Third Party's impression measurements for purposes of verification of such measurements.

4. Invoices. Publisher agrees that invoices covering the delivery of Ads hereunder will contain: (a) the dates and times upon which Advertiser's Ads were displayed in the Newspapers and/or the Digital Properties, and, if applicable, dates and times upon which the Ads could be accessed on the Digital Properties, (b) where applicable, the number of impressions, and/or click-throughs reported during such dates, and (c) the charge to Advertiser. The invoice shall serve as Publisher's certificate of performance.

5. Short-Rating. If Advertiser has made a Commitment in accordance with Advertising Commitment of this Agreement and, at the end of the Commitment Term set forth in Advertising Commitment Advertiser has either (i) purchased less volume (inches/pages/impressions) of Ads than agreed to in the Advertising Commitment or (ii) fallen short of the minimum revenue commitment agreed to in Advertising Commitment, then, if Publisher's Standard Rates are higher than the rates Advertiser was paying

during the Commitment Term, (a) Advertiser will be billed for (and will be obligated to pay) the difference between the Standard Rate and the Commitment Term rate for all Ads that ran during the Commitment Term, and (b) Advertiser will be billed at the Standard Rate (as such Standard Rate may be modified in accordance with Section 1, above) for all Ads run after the Commitment Period.

## **6. Cancellation.**

6.1. Cancellation of Print Ads. Cancellations will not be accepted for Print Ads after the Publisher's standard closing time, as designated by Publisher. Advertiser will be responsible for any production or creative services provided by Publisher regardless of the cancellation of any Print Ads.

## **6.2. Cancellation of Digital Ads**

6.2.1. Cancellation Prior to Initial Distribution. At any time prior to the serving of the first impression of a Digital Ad on a Digital Property under this Agreement, Advertiser may cancel an online advertising campaign on thirty (30) days prior written notice to Publisher.

6.2.2. Cancellation After Initial Distribution Once the first impression of a Digital Ad has been served on any Digital Property, Advertiser may cancel an online advertising campaign by giving Publisher written notice of such cancellation, which cancellation will be deemed effective on the later of: (i) thirty (30) days after serving of the first impression of the applicable campaign; or (ii) fourteen (14) days after providing Publisher with such notice. If Advertiser exercises its right to cancel under this Paragraph 6.2.2, Advertiser will be responsible for all fees that accrue prior to the cancellation date.

7. Reservation of Rights. Publisher may reject, remove or cancel any Ad, space reservation or position commitment at any time in its sole discretion. Publisher also may edit, reject or remove from its Newspaper(s) and/or Digital Property(ies), at any time, any Ad or other material submitted by Advertiser or its Agency, or place the Ad in any Publisher advertising classification or section that Publisher deems appropriate. Publisher also shall have full latitude with respect to positioning all advertisements in the Newspapers; provided, however, that Publisher will use its reasonable efforts to accommodate Advertiser's positioning requests.

## **8. Responsibility for Advertisements.**

8.1. Technical Quality: Typographical Errors; Incorrect Insertions or Omissions. Publisher is not responsible for any material that is not properly displayed or that cannot be accessed or viewed because the material was not received by Publisher in the proper form, in a timely manner, or in an acceptable technical quality for display on the Digital Property(ies). This Agreement cannot be invalidated, and neither Publisher will be liable for typographical errors, incorrect insertions or incorrect publication or omissions in any Advertiser Content displayed or published pursuant to this Agreement or omitted from display or publication.

8.2. Failure to Display Advertiser Content. Publisher Properties hereunder are not required to display any Advertiser Content or other material for the benefit of any person or entity other than Advertiser. If there is an interruption or omission of the publication of any Advertiser Content or other material contracted to be published hereunder, Publisher may suggest a substitute time period for the publication of the interrupted or omitted Advertiser Content or material or run the Ads in a different position in the Newspaper(s) or on the Digital Property(ies), as determined by Publisher. Alternatively, in cases where Advertiser is paying on a fixed fee basis or has paid in advance, and if no such substitute time period is acceptable to Advertiser in Advertiser's good faith business judgment, Publisher shall provide a "make good" in the form of a reduction in the amount of fees due to Publisher (or credit of fees already paid) equal to the proportionate amount of money assigned to the interrupted or omitted Ad(s). Such substitution in time period or placement or reduction in fees shall be Advertiser's sole and exclusive remedy for any failure to display Ads or other advertising material and Publisher shall have no further liability hereunder for such failure.

8.3 Removal or Change of Content. Publisher, in its sole discretion, may remove or revise its Newspaper(s) and/or Digital Property(ies), including the Newspapers' and/or Digital Properties' content, nature, design, and/or organization, during the term of this Agreement. If any such revision materially alters the value of the Ad(s) to be run by Advertiser, Publisher will notify Advertiser of such revisions. If the parties cannot agree upon a satisfactory substitution for the affected ads due to such revision, Advertiser may cancel this Agreement with respect to the affected Ad(s) and shall not have to pay (or shall receive a refund) for Ads not displayed due to such cancellation. Such cancellation shall be Advertiser's sole and exclusive remedy and Publisher shall have no further liability whatsoever.

9. Pre-Print Policy. All pre-prints must conform to the Publisher's standard pre-print specifications and recommended waste calculations, which will be provided by each Publisher. Inserts must be delivered to the Publisher at least 10 days in advance of distribution date. The Publisher will invoice pre-print billing quantities based on copies actually distributed (i.e., home delivery net sales, single copy total draw, and other circulation). Advertiser agrees to be billed the ordered distribution in the event that out of specification inserts are received.

10. Branded Content Advertising. This section applies if the campaign(s) described in the Agreement contemplate that Publisher will distribute Branded Content (aka "Native Advertising") campaigns on behalf of Advertiser. Branded Content can include short-form content or long-form content, videos, or social media posts that is published on Publisher's print and/or digital platforms and that is either (i) created by or on behalf of Publisher, at Advertiser's direction, for the purpose of enabling Publisher to run a contextually relevant advertisement on behalf of Advertiser ("Publisher Branded Content"), or (ii) is created or provided by Advertiser or its designee for placement by Publisher in or on its print or digital properties specified herein ("Advertiser Branded Content"). Advertiser, in its sole discretion, will have the right to approve any Publisher Branded Content prior to publication or distribution by Publisher in connection with the campaign described herein, and Publisher, in its sole discretion, will have the right to approve any Advertiser Branded Content prior to publication or distribution by Publisher in connection with such campaign. For clarity, Publisher will not be obligated to publish, via any platform, any Advertiser Branded Content that Publisher determines, in its sole discretion, does not meet Publisher's content guidelines or is otherwise inappropriate for publication. In addition, Publisher reserves the right, in its sole discretion, to include labels in, on and/or around any Branded Content published on behalf of Advertiser hereunder that indicate that the applicable Branded Content was paid for and/or provided by Advertiser.

10.1 FTC Guidelines. Publisher and Advertiser shall each comply with all applicable laws, rules and regulations, including without limitation the FTC's Guides Concerning Endorsements and Testimonials and the FTC's Enforcement Policy for Native Advertising.

10.2 Cancellation of Branded Content Campaign. If Advertiser cancels prior to the start date of the campaign, Advertiser shall be obligated to pay for any fees and costs incurred associated with the Services which have been completed up to the point of cancellation, plus non-cancellable costs and fees which are owed for third party contracts which cannot be cancelled.

11. Pay for Performance / Lead Generation. This section applies to an Advertisement in the Publication or on the Publication's website which include a designated phone number or a tracking code or a click through from the Publication's Site to the Advertiser by which Publication and Advertiser can track and verify readers to respond to and offer in the Advertisement. Any specific qualifications for the lead shall be included in the Insertion Order or on the Advertising Commitment. Publication shall have the right to audit the Advertiser's records to confirm the number of qualified leads generated by the Advertisement. Publication shall be provided with access to the call tracking records and other records maintained by Advertiser. Publication shall be paid a percentage of the revenue generated from the lead or a fee per lead as specified in the Advertising Commitment or Insertion Order. Only unused print and digital inventory will be available for the Advertisements. The frequency, location, and placement of the Advertisements shall be determined by Publisher, in its sole discretion.

**ADDENDUM B  
LOCALIQ DIGITAL MARKETING SERVICES**

If Advertiser is purchasing LocalIQ digital marketing services under this Agreement ("Marketing Services"), then the additional terms and conditions set forth in this Addendum B will apply to each Order Advertiser submits for such Marketing Services. LocalIQ, provides Pay Per Click Service, SEO Service, listings management service, Social Media Service, Web Design/Development/Hosting Service, and/or other Marketing Services including targeted email. LocalIQ's Marketing Services applicable terms and conditions are at <https://localiq.com/legal/terms-and-conditions/online-marketing-services-terms-and-conditions/>. Publisher reserves the right to use other affiliates to provide Marketing Services. For clarity, if Advertiser has not purchased a particular Service described below, then the terms below relating to that Service will not apply to Advertiser.

**1.**

**1. Rates/Fees.** The Total Spend and the Rates/Fees for each Service are disclosed on the cover page of this Advertising Commitment. from Advertiser. Advertiser's purchase of Marketing Services will be billed at Publisher's Standard Rates. Advertiser acknowledges that it has been provided a copy of Publisher's standard rate card for Marketing Services. The rate card, including any terms and conditions in such rate card, are hereby incorporated into this Agreement by reference, provided that in the event of a conflict between any terms or conditions in the rate card and the terms of this Agreement, the terms of this Agreement will control. Publisher reserves the right to modify its rate card, including increasing its Standard Rates for Marketing Services, at any time and from time to time. Publisher will provide Advertiser with at least 30 days' prior written notice of any rate increase. If Advertiser objects to any such increase, it shall have the option to discontinue use of the applicable Marketing Services by giving written notice to Publisher prior to the effective date of such changes and Advertiser's right to discontinue the use of particular Marketing Services shall be its sole and exclusive remedy. If Advertiser does not elect to discontinue use of the applicable Marketing Services, then, following the expiration of the notice period, all Marketing Services shall be billed at Publisher's increased rates.

**2. Marketing Services.**

**2.1. Pay Per Click ("PPC") Service.** Publisher will create ads based on the Advertiser Content and will distribute the Ads through the Publisher Distribution Networks. Advertiser will have the opportunity to review and approve all PPC campaigns prior to launch. Advertiser will be solely responsible for all content associated with any PPC campaign. Fees are based upon the number of clicks on ads by users, based on the cost per click ("CPC") rate set forth in the applicable Order.

**2.2. Search Engine Optimization ("SEO") Service.** The SEO Service includes the optimization of the chosen number of keywords (e.g., 5, 10, 15 or custom) and the application of "on page" and "off page" SEO strategies for Advertiser's website, with the goal of obtaining improved ranking in organic search engine results for selected keywords. To the extent Advertiser's website is not hosted by Publisher, Advertiser will provide access to its website to enable Publisher to perform the SEO Service. Notwithstanding the foregoing or anything in this Agreement to the contrary, Advertiser acknowledges that, although Publisher will use reasonable efforts to optimize the ranking of Advertiser's ads based on the selected keywords, Publisher makes no guarantee that Advertiser's search ranking position will be maintained or optimized. Advertiser agrees that Publisher will not be liable for any unfavorable ranking results of Advertiser's ads, whether such unfavorable results arise from the SEO Service or from an act or omission of the applicable search engine.

**2.3. Maps/Reputation Management Service.** This Service is designed to help Advertiser's business listing appear in the "Google Maps/Places" in response to searches for Advertiser's optimized keywords. Advertiser acknowledges that search results and search engine rankings are influenced by several factors, and Publisher does not guarantee any placement in the "Google Maps/Places" or a particular position or rank for Advertiser's website or business listing in any search results.

**2.4. Keywords.** Advertiser acknowledges and agrees that Publisher, in its discretion, may select keywords for the PPC and SEO campaigns and for Maps Reputation Management Services. Publisher will use reasonable efforts to use Customer provided keywords; however, Publisher cannot guarantee that all of the Customer's keywords will be used.

**2.5. Email Marketing Service.** Publisher's Email Service includes the creation of email marketing messages based on the Advertiser Content and transmission of email messages on behalf of Advertiser. Advertiser will have the opportunity to review and approve all email marketing messages prior to the launch of an email marketing campaign under the applicable Order. Publisher will determine the transmittal date and time. The Order will specify (i) whether Publisher or Advertiser determines the recipient list and (ii) the number of recipients and the number of transmittals to the recipient list. Publisher does not make any representations or warranties about deliverability or open rates. Upon request of Publisher, Advertiser will provide its Do-Not-Email list for Publisher's use in deleting addresses on such list from the recipient list. Advertiser represents and warrants that its Do-Not-Email list includes addresses for all recipients who have opted out of receiving emails from Advertiser.

**2.6. Social Media Service.** Publisher's Social Media Service includes the creation and maintenance of Advertiser's social media accounts (e.g., Facebook, Twitter, Instagram, Pinterest etc.) on the sites as agreed upon by Publisher and Advertiser. To the extent Advertiser's social media accounts are already claimed by Advertiser or its representative, Advertiser will provide administrative credentials for such social media outlets to enable Publisher to provide the Social Media Service as contemplated herein. Advertiser shall have the opportunity to review and approve all social media posts, tweets, and other social media statements or content prior to publication of the post, tweet, statement or other content distributed by or on behalf of Advertiser via Advertiser's social media accounts. Advertiser will ensure that all such content complies with applicable law and applicable social media service's terms of service, as such terms of service may be modified from time to time. Advertiser further acknowledges that Publisher does not operate or otherwise control any third-party social media service. Publisher is not responsible or otherwise liable for any inaccuracy on, or unavailability of, any third-party social media service.

**2.7. Web Design/Development/Hosting Service (Desktop or Mobile):** Publisher will design, develop, and/or update the Advertiser's website as part of this service. Publisher's Services may include hosting a website for Advertiser, including performing maintenance and controlling the functionality and accessibility of the website. Publisher may perform these Services directly or through a subcontractor. Advertiser is required to provide Publisher with its terms of use and privacy policy to be displayed on its website.

**3. Ancillary Services.** In connection Advertiser's subscription to with one or more of the Marketing Services described above, Publisher may provide the following ancillary Services:

**3.1. Proxy Sites.** Publisher may provide a mirrored version of the Advertiser's website ("Proxy Site"). In order to use the proxy service, (i) Advertiser's website must be operational, functional, and accessible through the Internet, and (ii) the URL visible above the Proxy Site to users clicking on the Advertiser's ad must reflect the website address for the Proxy Site and NOT that of the Advertiser's website. Advertiser agrees that Publisher is in no way responsible for the operation and functionality of the Advertiser's website. Advertiser agrees that it has all rights to the content on the Advertiser's existing website and Advertiser is able to grant the right to Publisher to use the content in connection with the Services.

**3.2 Call Recording Services.** If Advertiser elects to use the Call Recording Service in connection with one or more of the Marketing Services described in Section 1, above, Publisher will, on Advertiser's behalf, record (i) calls between Advertiser and its clients regarding the Services (the "Service Calls") and (ii) incoming calls to Advertiser from prospective clients of Advertiser (the "Inbound Calls") (collectively "Call Recording"). Advertiser acknowledges that the purpose for Call Recording is for auditing this Agreement and



the Services in the Order. Advertiser grants specific permission to Publisher to administer, monitor, use and access Call Recording and the content of the recorded calls as Advertiser's agent. Publisher will provide prompt disclosure in Call Recording that the Service Call or Inbound Call may be recorded ("Recording Notification"). Advertiser acknowledges that it is responsible for notifying and/or obtaining the consent to Call Recording from its representatives (including employees, agents and independent contractors) who may be recorded in a Service Call or Inbound Call. For clarity, Advertiser acknowledges and agrees that Publisher is not responsible to provide any notice in connection with Call Recording other than Recording Notification. Advertiser specifically acknowledges that Publisher is not responsible to provide notice of rights of the Advertiser's clients and prospective clients relating to potentially confidential or privileged communications. Any notice required by law other than Recording Notification is the sole responsibility of the Advertiser.

**4. Indemnification for Call Recording.** Without limiting Advertiser's indemnification obligations under Section 8.1 of the Agreement, if Advertiser uses the Call Recording service, Advertiser agrees to indemnify and hold the Publisher indemnitees harmless from and against any and all Losses arising out of a third-party claim resulting from (i) any failure by Advertiser to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, or (ii) Advertiser's use or misuse of the Call Recording service. Advertiser shall not use the Call Recording service to intimidate, harass, or otherwise violate the privacy or other rights of a caller and a Recorded Person. If Publisher learns about any alleged misuse of the Call Recording service, Publisher reserves the right to terminate the totality of Advertiser use of the Call Recording service without notice or liability.

**5. Billing Cycle.** When the Advertiser cancels an order early, the Advertiser will be billed through the next billing cycle. For example, if the Advertiser cancels prior to the end of the month, the Advertiser will be billed through the end of the next calendar month. If the Advertiser cancels prior to the end of the four (4) month minimum commitment, the Advertiser will be billed for four (4) full months. Upon cancellation, the Advertiser must notify Publisher in writing if the online advertising should cease, if no notice is provided, advertising will be active through the end of the commitment.

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#### ADDENDUM C BRANDED CONTENT (Native Advertising)

##### Statement of Work

If Advertiser's Order includes Branded Content the following terms and conditions set forth below will apply to each Order.

##### Content Distribution:

Media Company has a tiered distribution strategy to reach readers in multiple ways on desktop and mobile:

- Editorial tiles on the homepage and section fronts throughout the promotional flight for each content piece.
- In-line article placements and run-of site display promotional units will run throughout the promotional flight.
- Promotion includes a thumbnail image and headline that drives readers to the Native Advertising. Media Company's team will create versions based on the approved Branded Content.

**Social:** Recognizing the importance of social media in Branded Content campaign, the Media Company has a dedicated social media expert in-house who will manage all of Advertiser's social activity. Media Company will deliver social extensions for Advertiser's Branded Content across Facebook. Media Company can review social Key Performance Indicators (KPI's) specific for Advertiser.

##### Campaign management:

- **Targeted promotions & dynamic optimization:** In order to drive audience engagement across all pieces of content, Media Company will have a measurement plan in place that includes real time analytics managed through your dedicated program manager. The program manager will seek to dynamically optimize all promotional tactics in real time toward the best possible performing placements across desktop and mobile. All promotional placements will run in relevant content sections (aside from homepage and section fronts) to drive reader response.
- **Reporting:** Media Company will provide content and social reporting.

##### Use of Branded Content by Advertiser:

- Advertiser may distribute the Branded Content (including videos if applicable) on the below channels as long as there is either attribution (which will be provided by Media Company) or a link back to the Branded Content. If there is a link to the Branded Content, attribution is not required. Headlines and images that link back to Media Company do not require attribution. Only when the Branded Content is hosted in its entirety by Advertiser, Advertiser must provide attribution.
- Branded Content can only be hosted in its entirety after the first 30-days, and thereafter may be used on:
  - 1) any Advertiser digital owned asset (website, emails, Advertiser app);
  - 2) any non-owned platform where Advertiser has a presence (i.e., Facebook, Instagram, Twitter, social media sites, etc.); and
  - 3) as part of the content in its advertising brand media campaign.
- Distribution of the Branded Content (including videos) by Advertiser, is subject to the following conditions:
  - 1) Branded Content (including videos) shall be distributed and/or displayed without any edits or modifications; and
  - 2) Advertiser cannot attribute the Branded Content to USA TODAY or imply that the editorial or news staff of USA TODAY was involved in the creation of the articles or video. Advertiser can attribute the Branded Content to "GET Creative, a division of USA TODAY".

##### Labeling:

Media Company's legally approved label for custom content work is "Story From" which will be included in articles, Ilsticles, video, infographics, interactives, promotional units, and social media.

##### Cancellation Prior to Initial Campaign Launch Date:

Up to thirty (30) days prior to the first date of the campaign, Advertiser may cancel the campaign, with at least 30 days prior written notice to Media Company. Should the Advertiser cancel, it shall pay for any fees and costs associated with the Services completed up to the point of cancellation, and all non-cancellable costs and fees which are owed for third party contracts which cannot be cancelled.

##### Publicity

Advertiser agrees that Publisher may include Advertiser's name (including any trade name, trademark, service mark and logo) and any content produced by Publisher for Advertiser in case studies and for marketing purposes.

ADDENDUM D  
GET Creative

1. GET Creative Services, include the following:

- (i) **Assigned Creative Director:** Your campaign will include an assigned Creative Director who will partner closely with you and your team to understand your brand needs and turn them into compelling brand stories.
- (ii) **Assigned Account Manager:** Your campaign will include a dedicated Account Manager to oversee the execution of all deliverables to fulfillment. The Account Manager will set up regular meetings (as needed) to discuss the status of all elements throughout the duration of the campaign.
- (iii) **Timelines:** GET Creative will provide detailed timelines of each deliverable at the start of the campaign. These timelines will vary based on the deliverable type and client review times. All deliverables will be provided for client review and approval. Client will receive up to two rounds of revisions for each deliverable.
- (iv) **Reporting:** USA TODAY will provide reporting on monthly basis.

2. Get Creative Intellectual Property: Client Content and Licensed Images

Any text, images, logos, trademarks, service marks, promotional materials, product or service information, comments, reviews, photos, audio and video clips and other information provided by Client ("Client Content") will remain the property of the Client and will be returned upon request, or no more than ten (10) days from the termination of Client's Marketing Services. Excluding Branded Content, if any, the results of any and all work performed by GET Creative for Client including original creative work, will be property of Client to the extent GET Creative has ownership of or applicable licenses to such content, such that it can transfer ownership or license such creative content to Client, provided that (i) GET Creative shall retain ownership of the design elements of such content, excluding any of Client's trade names, trademarks, service marks or logos or other proprietary elements that may be included within such content, but that predate the creation of the content, and (ii) Client shall receive only the license rights with respect to Licensed Images.

If and to the extent GET Creative provides any licensed graphics images, other than Client Materials in any of the resulting work product from the Marketing Services ("Licensed Images"), Client shall receive a limited, revocable license to use each such Licensed Image solely in the context of the resulting work product of the Marketing Services performed by GET Creative and may not otherwise copy, reproduce, republish, modify, upload, post, translate, distribute, transfer, transmit, display or otherwise distribute, assign, sublicense or transfer any rights in the Licensed Images in any way. Specific Licensed Images may be subject to additional restrictions or requirements, including disclaimers or attribution, or may require additional cost for sensitive uses that cast subjects in an unflattering manner that will be communicated to Client by GET Creative. Client further acknowledges and agrees that its rights in any Licensed Image are revocable, and GET Creative may withdraw such license(s) to any particular Licensed Image at any time, provided further, that so long as you continue to receive Marketing Services, GET Creative shall endeavor to replace any Licensed Image with a similar Licensed Image at no additional cost.

3. Publicity

Advertiser agrees that Publisher may include Advertiser's name (including any trade name, trademark, service mark and logo) and any creative produced by Publisher for Advertiser in case studies and for marketing purposes.

ADDENDUM E  
EVENT SPONSORSHIP

If Advertiser is purchasing a Sponsorship of or receiving benefits in connection with a Publisher Event, as specified in the Advertising Commitment or the applicable Order, the terms and conditions below shall apply.

- 1. **Cancellations.** Sponsorship Fees (i.e., the amount listed on the Advertising Commitment) are non-refundable. Advertiser may not cancel or terminate its sponsorship. If an Event is cancelled by the Publisher and not rescheduled, the Advertiser may receive a refund of a portion of its Sponsorship Fee. The amount refunded will be determined after deducting (i) any non-refundable costs and expenses associated with the Event and (ii) any promotional advertising for the Event that has already been published or displayed. Any trade or complimentary advertising included in the Sponsorship Fee shall be forfeited.
- 2. **Content and Creative.** Publisher shall be solely responsible for creating all promotional materials (print and digital), signage, or program(s) for the Event or the Program. Advertiser shall be identified as a promotional sponsor of the Event or Program in the promotional materials, signage and program book (if applicable). Publisher has sole discretion to determine the volume, frequency, number of impressions of any advertising for the Event, placement of advertising (print and/or digital) and positioning of Advertiser's name. Publisher has sole discretion to determine if any radio, TV or billboard advertising will be provided.
- 3. **Limit of Liability.** Publisher is not liable for any interruption, error or omission regarding any advertising (print, online, or other media). Publisher is not liable for cancellation or rescheduling of an Event, due to unavailability of the venue where the Event is being held or due to circumstances beyond its control.
- 4. **Advertising Value.** The advertising value being provided to Advertiser shall apply solely to advertising and promoting the Event. Unused advertising will expire on the expiration date the sponsorship and will be forfeited. Advertising value cannot be bartered, sold, transferred to, or used, in whole or in part, by any third party. The advertising value may not be used to fulfill any other advertising commitment between Advertiser and Publisher.
- 5. **Renewal Option.** If the Sponsorship is for an annual Event, program, product, or service, the parties must agree in writing upon the terms of the renewal at least thirty (30) days prior to the end of the current Sponsorship. The renewal terms shall be stated in a new Advertising Commitment or Order.
- 6. **Insurance.** If the Sponsorship includes the Advertiser attending the Event (as exhibitor or vendor) to market its products and services, the Advertiser shall maintain insurance issued by a company reasonably acceptable to Publisher, for the following insurance: (i) commercial general liability insurance, including coverage for property damage, personal injury, or death in an amount of not less than One Million Dollars (\$1,000,000) per occurrence; (ii) automobile liability insurance in an amount of not less than One Million Dollars (\$1,000,000) per occurrence; (iii) worker's compensation insurance in amounts as statutorily required; (iv) product liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury, illness, and property damage combined; and (v) professional liability insurance in amount of not less than One Million Dollars (\$1,000,000) per occurrence. A copy of the certificate(s) of insurance, naming the Publisher, Gannett Co., Inc., and its subsidiaries and affiliates as additional insureds, shall be provided to Publisher prior to the Event.
- 7. **Publicity.** Any press releases or public announcements regarding the Sponsorship which will include Publisher's name, are subject to Publisher's prior review and approval. Such approval may be granted or denied in Publisher's sole discretion.



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: AUGUST 11, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: STA-W-1649; RECOMMENDATION TO AWARD THE PURCHASE OF ONE (1) NEW 2026 CHEVROLET SILVERADO 3500 HD, UTILIZING THE STATE OF MICHIGAN CONTRACT (MA240000001191) AND ONE (1) DUMP BODY, UTILIZING THE CITY OF ROCHESTER HILLS COOPERATIVE CONTRACT (RFP-RH-20-023).

**RECOMMENDATION:**

The Purchasing Division concurs with the Department of Public Works and recommends the purchase of One (1) 2026 Chevrolet Silverado 3500 HD and one (1) Dump Body to the vendors and Purchasing Contracts listed below, in a total amount not to exceed \$86,177.00.

VENDOR	DESCRIPTION	COOPERATIVE CONTRACT	EXTENDED PRICE
Berger Chevrolet 2525 28 <sup>th</sup> Street, S.E. Grand Rapids, MI 49512	One (1) 2026 Chevy Silverado 3500 HD	State of Michigan Contract #MA240000001191	\$ 45,991.00
Truck & Trailer Specialties, Inc. 900 Grand Oaks Drive Howell, MI 48843	One (1) Dump Body	Rochester Hills Cooperative Contract #RFP-RF-20-023	\$ 40,186.00
GRAND TOTAL:			\$ 86,177.00

**If the City Council approves this purchase, payment shall be authorized to be made within ten (10) days of successful acceptance of vehicle.**

On February 10, 2020, the City of Rochester Hills, MI acting as the lead agency on behalf of themselves, Auburn Hills, Farmington Hills, Livonia, Madison Heights, and Bloomfield Township, solicited proposals to furnish Single/Tandem Dump Trucks, parts and related services.

The proposal was developed with the intent of having the ability to procure Single/Tandem Axle Dump Trucks that met all of the entities specification and to create an award that would offer a comprehensive list of chassis, parts, truck equipment, and related services for these trucks.

This RFP created a comprehensive cooperative agreement for entities of the Michigan Inter-governmental Trade Network (MITN) purchasing cooperative group to utilize and aggregate volumes of the agencies to generate best value offers from qualified Single/Tandem Axle Chassis and Truck Equipment Vendors.

On September 25, 2020 Rochester Hills executed an agreement for RFP-RH-20-023 for Single/Tandem Axle Dump Trucks, Parts, and related Equipment/Services to Wolverine Freightliner-Eastside (Chassis) and Truck & Trailer Specialties, Inc. (Dump Body and related Equipment). This award commenced on October 1, 2020 for a three-year period with an option to extend for an additional two-year term, with mutual consent of both parties.

On December 1, 2023 Rochester Hills executed an Addendum that the contract's two-year renewal option of the contract had been exercised and extended through September 30, 2025.

The Department of Public Works is recommending the purchase of one (1) 2026 Chevrolet Silverado 3500 HD, from Berger Chevrolet, utilizing State of Michigan contract #MA240000001191, and one (1) Dump Body, from Truck and Trailer Specialties, Inc., utilizing the City of Rochester Hills contract #RFP-RH-20-023. The cooperative contracts are attached.

If approved by your honorable body, the new vehicle will be utilized by DPW as a Zone Truck, for various tasks including, but not limited to, towing trailers, hauling cold patch, topsoil, and other aggregates, carrying tools and equipment, and plowing courtyards and dead ends throughout the City.

Funds are available in the following Account: 402-9402-97400.

Respectfully Submitted,

Read and Concur,



Shanah Turner  
Assistant Buyer



Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/18/25
Controller:		8/18/25
MAYOR:		8/19/25



# 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

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

<b>STATE</b>	<b>Program Manager</b>	Erin Reincke	MDOT
		517 855 1986	
		ReinckeE@michigan.gov	
	<b>Contract Administrator</b>	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.							

0054-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, EXTENDED CAB (8 Foot Box) (Payload 3,000 lbs., min.)	2025	CHEVROLET	SILVERADO (CC20083)	43,350.00	\$2.46	
0055-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, EXTENDED CAB, DIESEL (8 Foot Box) (Payload 3,000 lbs., min.)	2025	CHEVROLET	SILVERADO (CC20153)	49,394.00	\$2.46	
0056-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, EXTENDED CAB (8 Foot Box) (Payload 3,000 lbs., min.)	2025	CHEVROLET	SILVERADO (CC20153)	40,959.00	\$2.46	
0058-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, CREW CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL (8 Foot Box) (Payload 3,000 lbs., min.)	2025	CHEVROLET	SILVERADO (CC20148)	\$3,346.00	\$2.46	
0059-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, CREW CAB, FOUR DOOR, SINGLE REAR WHEEL (8 Foot Box) (Payload 3,000 lbs., min.)	2025	CHEVROLET	SILVERADO (CC20148)	42,826.00	\$2.46	
0057B-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, REGULAR CAB, DIESEL (8' Box) (Payload 3,240 lbs., min.)	2025	CHEVROLET	SILVERADO (CC20093)	49,840.00	\$2.46	
0057-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, REGULAR CAB (8' Box) (Payload 3,240 lbs., min.)	2025	CHEVROLET	SILVERADO (CC20093)	40,487.00	\$2.46	
0058B-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL, DIESEL 4 X2, (8 Foot Box), (Payload 3,500 lbs., min.)	2025	CHEVROLET	SILVERADO (CC30083)	50,689.00	\$2.46	
0058A-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, EXTENDED CAB, FOUR DOOR, SINGLE REAR WHEEL 4 X2, (8 Foot Box), (Payload 3,800 lbs., min.)	2025	CHEVROLET	SILVERADO (CC30083)	42,242.00	\$2.46	
0059B-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, CREW CAB, FOUR DOOR, SINGLE REAR WHEEL (8 Foot Box) (Payload 3,700 lbs., min.)	2025	CHEVROLET	SILVERADO (CC30148)	52,556.00	\$2.46	
0059-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, CREW CAB, FOUR DOOR, SINGLE REAR WHEEL (8 Foot Box) (Payload 3,800 lbs., min.)	2025	CHEVROLET	SILVERADO (CC30148)	44,122.00	\$2.46	
0059B-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, EXTENDED CAB, FOUR DOOR, DUAL REAR WHEEL, DIESEL 4 X2, (8 Foot Box), (Payload 3,970 lbs., min.)	2025	CHEVROLET	SILVERADO (CC30153)	51,704.00	\$2.46	
0059-LDPT	LIGHT DUTY TRUCK: PICKUP BODY, EXTENDED CAB, FOUR DOOR, DUAL REAR WHEEL 4 X2, (8 Foot Box), (Payload 3,970 lbs., min.)	2025	CHEVROLET	SILVERADO (CC30153)	43,648.00	\$2.46	
0059-LDPT	LIGHT DUTY TRUCK: PICKUP BODY—STANDARD CAB, SINGLE REAR WHEEL (8 Foot Box) (Payload 4,000 lbs., min.)	2025	CHEVROLET	SILVERADO (CC30093)	41,601.00	\$2.46	
0059-LDPT	LIGHT DUTY TRUCK: PICKUP BODY—STANDARD CAB, DUAL REAR WHEELS (8 Foot Box) (Payload 5,000 lbs., min.)	2025	CHEVROLET	SILVERADO (CC30093)	41,601.00	\$2.46	
0101C-MDPT	MEDIUM DUTY TRUCK: CAB AND CHASSIS, DIESEL G.V.W.R. 12,500 lbs. min., (Payload 6,200 lbs. min.)	2025	CHEVROLET	SILVERADO (CC31003)	49,870.00	\$2.46	
0102-MDPT	MEDIUM DUTY TRUCK: CAB AND CHASSIS G.V.W.R. 18,000 lbs. min.,	2025	CHEVROLET	SILVERADO (CC31003)	40,720.00	\$2.46	
0103B-MDPT	MEDIUM DUTY TRUCK: CAB AND CHASSIS, DIESEL G.V.W.R. 11,000 lbs minimum (Payload 5,500 lbs., min.)	2025	CHEVROLET	SILVERADO (CC31403)	50,055.00	\$2.46	
0102-MDPT	MEDIUM DUTY TRUCK: CAB AND CHASSIS G.V.W.R. 11,000 lbs minimum (Payload 5,500 lbs., min.)	2025	CHEVROLET	SILVERADO (CC31403)	40,950.00	\$2.46	
0111-4WD-M	MEDIUM DUTY TRUCK 4M: CAB AND CHASSIS, DUAL REAR WHEELS (G.V.W.R. 10,000 lbs., min.)	2025	CHEVROLET	SILVERADO (CC31003)	42,888.00	\$2.46	
0112-4WD-M	MEDIUM DUTY TRUCK 4M: CAB AND CHASSIS, DUAL REAR WHEELS, DIESEL, (G.V.W.R. 10,000 lbs., min.)	2025	CHEVROLET	SILVERADO (CC31003)	51,800.00	\$2.46	
0112D-4WD-M	MEDIUM DUTY TRUCK 4M: CAB AND CHASSIS, DIESEL G.V.W.R. 12,000 lbs. min., (Payload 5,800 lbs. min.), 60" Min. C.A.	2025	CHEVROLET	SILVERADO (CC31003)	51,462.00	\$2.46	
0112D-4WD-M	MEDIUM DUTY TRUCK 4M: CAB AND CHASSIS (Payload 5,930 lbs., min.), 84" Min. C.A.	2025	CHEVROLET	SILVERADO (CC31403)	51,647.00	\$2.46	
0121-VAN	VANS: CARGO VAN BODY (Payload 1,700 lbs., min.)	2025	CHEVROLET	EXPRESS (CG33405)	36,916.00	\$2.46	
0123A-VAN	VANS: VAN, 12 PASSENGER ALTERNATIVE FUEL (Payload 2,649 lbs., min.)	2025	CHEVROLET	EXPRESS (CG33405)	41,132.00	\$2.46	Alternate fuel not available unless choosing V8 option for additional cost
0123-VAN	VANS: VAN, 12 PASSENGER (Payload 2,649 lbs., min.)	2025	CHEVROLET	EXPRESS (CG33405)	40,781.00	\$2.46	
0124-VAN	VANS: CARGO VAN BODY, THREE-QUARTERTON (Payload 3,100 lbs., min.)	2025	CHEVROLET	EXPRESS (CG33405)	39,116.00	\$2.46	Spec'd as Model CG334054
0125A-VAN	VANS: CARGO VAN BODY, ONE TON ALTERNATIVE FUEL (Payload 3,900 lbs., min.)	2025	CHEVROLET	EXPRESS (CG33405)	39,684.00	\$2.46	Alternate fuel not available unless choosing V8 option for additional cost
0125-VAN	VANS: CARGO VAN BODY, ONE TON (Payload 3,900 lbs., min.)	2025	CHEVROLET	EXPRESS (CG33405)	39,116.00	\$2.46	
0126A-VAN	VANS: VAN 15 PASSENGER ALTERNATIVE FUEL	2025	CHEVROLET	EXPRESS (CG33706)	44,291.00	\$2.46	Alternate fuel not available unless choosing V8 option for additional cost
0126-VAN	VANS: VAN 15 PASSENGER	2025	CHEVROLET	EXPRESS (CG33706)	42,607.00	\$2.46	
	CUT-AWAY VANS: Single Rear Wheel, (G.V.W.R. 6,900 lbs., min.)	2025	CHEVROLET	EXPRESS (CG33603)	31,601.00	\$2.46	
	CUT-AWAY VANS: DUAL REAR WHEEL, (G.V.W.R. 10,000 lbs.,	2025	CHEVROLET	EXPRESS (CG33603)	32,933.00	\$2.46	
	Police - Silverado 1500 2ND WT Crew Cab 147" with SSP (SWW)	2025	CHEVROLET	Silverado 1500 (CC10543)	40,316.00	\$2.46	

~~95~~ - 26 zone

## BID PER ENCLOSED SPECIFICATIONS

Cost per vehicle \$45,991.00

Vehicle Description:

Number of units 1

Year 2026

Make Chevrolet

Total Bid Amount \$45,991.00

Model 3500 Silverado w/t  
cab chassis w/t

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 8/5/2025





## Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146 WB, 60 CA Work Truck warren dpw  
(✔ Complete)

### Selected Model and Options

#### MODEL

CODE	MODEL
CK31003	2026 Chevrolet Silverado 3500HD CC 4WD Reg Cab 146" WB, 60" CA Work Truck

#### COLORS

CODE	DESCRIPTION
01U	Special Exterior Color. All normally body colored non-sheet metal parts will be black including front fender extensions, cab spoiler on Crew cabs and LT trim door handles. May require extended lead time.

#### OPTIONS

CODE	DESCRIPTION
01U	Special Exterior Color. All normally body colored non-sheet metal parts will be black including front fender extensions, cab spoiler on Crew cabs and LT trim door handles. May require extended lead time.
1WT	Work Truck Preferred Equipment Group includes standard equipment
5N5	Rear Camera Kit. Kit includes camera, fixed position bracket & 19 ft cable with attachment clips. Rear camera radio calibration provided from the factory. See Upfitter Integration Bulletin for installation instructions at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a>
9L3	Spare tire delete (STD)
9L7	Upfitter switch kit, (5) Provides 3-30 amp and 2-20 amp configurable circuits to facilitate installation of aftermarket electrical accessories. Kit with all required parts will be shipped loose with the truck for installation by the dealer or upfitter at customer expense. Installation instructions and technical assistance available at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a> .
9W3	Paints, solid, Wheatland Yellow. All normally body colored non-sheet metal parts will be black including front fender extensions, cab spoiler on Crew cabs and LT trim door handles. May require extended lead time. (Requires (01U) Special Exterior Color.)
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)
FE9	Emissions, Federal requirements
GT4	Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)
H1T	Jet Black, Cloth seat trim
IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)
K4Z	Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr (Requires (L8T) 6.6L V8 gas engine and either (KW5) 220-amp alternator or (KHF) dual alternators. Not available with (KW7) 170-amp alternator.)
KW5	Alternator, 220 amps (Included with (L5P) Duramax 6.6L Turbo-Diesel V8 engine or (VYU) Snow Plow Prep Package. Free flow on (L8T) 6.6L V8 gas engine.)

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Data Version: 26139. Data Updated: Aug 4, 2025 6:47:00 PM PDT.





# Berger Chevrolet

Bob Evans | 616-575-9629 | bevans@bergerchevy.com

2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146 WB, 60 CA Work Truck warren dpw  
(✔ Complete)

## OPTIONS

CODE	DESCRIPTION
L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)
MKM	Transmission, 10-Speed automatic (STD)
NZZ	Skid Plates protect the oil pan, front axle and transfer case (Included with (VYU) Snow Plow Prep Package.)
PYW	Wheels, 17" (43.2 cm) painted steel (STD)
QZT	Tires, LT235/80R17E all-terrain, blackwall (STD)
TGK	Special Paint. (Requires (01U) Special Exterior Color.)
VYU	Snow Plow Prep Package includes (KW5) 220-amp alternator, includes increased front GAWR on Heavy Duty models, (NZZ) skid plates (transfer case and oil pan), pass through dash grommet hole and roof emergency light provisions. Contact GM Upfitter Integration at <a href="http://www.gmupfitter.com">www.gmupfitter.com</a> for plow installation details and assistance (Requires 4WD model. Upgradeable to (KHF) Dual alternators (220-amp primary, 170-amp auxiliary). Not available with (F60) Heavy Duty Front Spring Package.)
Options Total	

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2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146 WB, 60 CA Work Truck warren dpw  
(✔ Complete)

### Standard Equipment

#### Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline (401 hp [299 kW] @ 5200 rpm, 464 lb-ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 10-Speed automatic (STD)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Auto-locking rear differential

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed, electronic shift with push button controls (Requires 4WD models.)

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr, maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Recovery hooks, front, frame-mounted, Black

Body, Chassis Cab

Frame, fully-boxed, hydroformed front section and an open "C" rear section

GVWR, 14,000 lbs. (6350 kg)

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Fuel tank, front and rear, 63.5 gallon

Capped Fuel Fill

#### Exterior

Wheels, 17" (43.2 cm) painted steel (STD)

Tires, LT235/80R17E all-terrain, blackwall (STD)

Spare tire delete Deletes the spare tire and wheel. (STD)

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## Berger Chevrolet

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2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146 WB, 60 CA Work Truck warren dpw  
(✔ Complete)

### Exterior

Dual Rear Wheels

Wheel trim, painted center caps

Bumpers, front, Black

Bumper, rear, delete

Moldings, beltline, Black

Grille (Front grille bar with "CHEVROLET" molded in Black, includes Black mesh inserts with small Gold bowtie emblem.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Lamps, Smoked Amber roof marker, (LED)

Lamps, cargo area, cab mounted integrated with center high mount stop lamp with switch in bank on left side of steering wheel

Mirrors, outside power-adjustable vertical trailing with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package.)

Mirror caps, Black

Glass, solar absorbing, tinted

Door handles, Black grained

### Entertainment

Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Bluetooth for phone, connectivity to vehicle Infotainment system

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

### Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Vinyl seat trim

Floor covering, rubberized-vinyl

Steering column, Tilt-Wheel, manual with wheel locking security feature

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2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146 WB, 60 CA Work Truck warren dpw  
(✔ Complete)

### Interior

Steering wheel, urethane

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Compass, located in instrument cluster

Driver Information Center, 3.5" diagonal monochromatic display

Universal Vehicle Module Includes module, customer interface harness and instructions. Provides vehicle data over an open CAN network (J1939). 10 switchable inputs/outputs and Custom Configuration Tool to integrate upfit equipment controls. Software features that support Auto Vehicle Start, Shutdown Inhibit, Fast Idle and Snow Plow.

Exterior Temperature Display located in radio display

Brake lining wear indicator

Window, power front, drivers express up/down

Window, power front, passenger express down

Door locks, power

Remote Keyless Entry, with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

Power outlet, front auxiliary, 12-volt

USB Ports, 2, Charge/Data ports located on instrument panel

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

Assist handles front A-pillar mounted for driver and passenger

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Back-up alarm calibration. This calibration will allow installation of an aftermarket back-up alarm by disabling rear perimeter lighting (Not available with (8S3) Back-up alarm.)

### Safety-Mechanical

StabiliTrak, stability control system with Proactive Roll Avoidance and traction control, Includes electronic trailer sway control and hill start assist

Automatic Emergency Braking

Front Pedestrian Braking

### Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

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## Berger Chevrolet

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2026 Chevrolet Silverado 3500HD CC (CK31003) 4WD Reg Cab 146 WB, 60 CA Work Truck warren dpw  
(✔ Complete)

### Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Following Distance Indicator

Forward Collision Alert

Tire Pressure Monitoring System with Tire Fill Alert (does not apply to spare tire)

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

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

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

OnStar Basics (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. (Requires UE1) OnStar. OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software, 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.)

### WARRANTY

Warranty Note: <<< Preliminary 2026 Warranty >>>

Basic Years: 3

Basic Miles/km: 36,000

Drivetrain Years: 5

Drivetrain Miles/km: 60,000

Drivetrain Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Corrosion Years (Rust-Through): 6

Corrosion Years: 3

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

Corrosion Miles/km: 36,000

Roadside Assistance Years: 5

Roadside Assistance Miles/km: 60,000

Roadside Assistance Note: 3.0L & 6.0L Duramax® Turbo-Diesel engines, and certain commercial, government, and qualified fleet vehicles: 5 years/100,000 miles

Maintenance Note: First Visit: 12 Months/12,000 Miles

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Data Version: 26139. Data Updated: Aug 4, 2025 8:47:00 PM PDT.



innovative by nature

Bryan K. Barnett  
Mayor

## CONTRACT AMENDMENT

City Council

Ravi Yalamanchi  
District 1

Adam Kochenderfer  
District 2

Greg Hooper  
District 3

Nathan Klomp  
District 4

James Rosen  
At-Large

Mark Tisdal  
At-Large

Michael Webber  
At-Large

City of Rochester Hills  
Purchasing Division  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Re: RFP-RH-20-023

Contract Amendment 1 – Truck and Trailer Specialties. – Truck Body

This contract is amended as follows:

### Single and Tandem Axle Dump Trucks, Parts, and Related Equipment/Services

This is a Contract Amendment, dated this 1st day of December, 2023, to the Single and Tandem Axle Dump Trucks, Parts, and Related Services between Truck and Trailer Specialties ("Contractor"), a Michigan corporation, whose address is 6726 Hanna Lake Road, S.E., Dutton, MI 49316, and the City of Rochester Hills ("City") a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, dated September 25th, 2020.

1. The parties agree that by execution of this Addendum that the contract's two year renewal option of the contract has been exercised and the new term of the contract will expire as of September 30, 2025.
2. All other provisions of the contract shall remain the same

In witness whereof, the Parties hereto have executed this Addendum the day and year written above.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

Daniel J. Boylman  
Daniel J. Boylman, President  
Truck and Trailer Specialties

Daniel J. Boylman Pres.  
Printed name and title

Truck & Trailer Specialties, Inc.  
Company name

The above referenced contract amendment is hereby executed this

1st day of December 2023 at  
Rochester Hills, Michigan.

Bryan Barnett  
Mayor

**CITY OF ROCHESTER HILLS ACTING AS LEAD AGENCY  
AWARD OF PROPOSAL RFP-RH-20-023  
SINGLE/TANDEM AXLE DUMP TRUCK CHASSIS' RELATED PARTS, EQUIPMENT  
AND SERVICES  
MASTER AGREEMENT  
CITY OF ROCHESTER HILLS**

This agreement made this 25<sup>th</sup> day of September 2020, by and between the City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, hereinafter called the CITY and Truck and Trailer Specialties, 6726 Hanna Lake Road, S.E., Dutton, MI 49316, hereinafter called the CONTRACTOR. NOW THEREFORE, the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

**ADMINISTRATIVE SUMMARY**

- Request for Proposals were posted on February 10, 2020 on the MITN e-procurement system and opened on April 8, 2020. The City, acting as Lead Agency on behalf of themselves, City of Auburn Hills, City of Farmington Hills, City of Livonia, City of Madison Heights and Charter Township of Bloomfield issued a Request for Proposal for the purchase of Single/Tandem Axle Dump Trucks, Parts, and Related Equipment/Services. The proposal was developed with the intent of procuring single and tandem axle dump trucks meeting the City's and participating agencies specifications, and obtaining pricing that would offer a comprehensive list of options, equipment, parts and related services for dump trucks, creating an extendable agreement for use by entities in the MITN Purchasing Cooperative to purchase from, and aggregate volume to generate best value offers from vendors.
- Notification was sent to over 100 vendors with five (5) proposal responses received.
- The proposals were evaluated by the City of Rochester Hills Fleet Personnel, as well as representatives from the City of Farmington Hills, City of Livonia, and the City of Madison Heights.
- Scoring for the proposal process were conducted and Truck and Trailer Specialties was selected and unanimously selected by the entities as providing the best value and services for the truck body equipment portion of the contract.
- At their, September 21, 2020 meeting, the City of Rochester Hills authorized award of the agreement to Truck and Trailer Specialties. With execution of this agreement, the City of Rochester Hills hereby awards the contract for Single/Tandem Axle Dump Truck Chassis' Related Parts, Equipment, and Services to Truck and Trailer Specialties, Inc. for a period of three years, commencing October 1, 2020 with an option to renew for an additional two (2) year term under the same terms and conditions upon mutual consent by the City and Contractor.

NOW THEREFORE, the CONTRACTOR and the CITY, for consideration hereinafter named, agree as follows:

**WHEREAS**, The City of Rochester Hills has entered into a Master Agreement by and between the CITY and CONTRACTOR, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), for the purchase of Single/Tandem Axle Dump Truck

**CITY OF ROCHESTER HILLS ACTING AS LEAD AGENCY  
AWARD OF PROPOSAL RFP-RH-20-023  
SINGLE/TANDEM AXLE DUMP TRUCK CHASSIS' RELATED PARTS, EQUIPMENT  
AND SERVICES  
MASTER AGREEMENT  
CITY OF ROCHESTER HILLS**

Body Equipment, Related Parts and Services.

**WHEREAS**, said Master Agreement provides that any MITN Purchasing Cooperative Member may purchase Product at prices and pricing structure stated in the Master Agreement. Each entity is responsible for its own payments and is to be considered individually for billing and collection purposes. Each entity will provide its own purchase order and delivery location(s) and must be invoiced separately to the address indicated on their purchase order.

**WHEREAS**, City of Rochester Hills serves as the Contract Administrator with regards to the Master Agreement.

**WHEREAS**, The CONTRACTOR agrees to provide all labor, materials, equipment and the means of work to perform **Single/Tandem Axle Dump Truck Body Equipment, Related Parts and Services**, as indicated in Request for Proposal (RFP-RH-20-023 for Single/Tandem Axle Dump Trucks, Related Parts and Services) dated February 10, 2020. Work and compensation shall be based on the Contractor's proposal dated March 11, 2020, and the RFP Documents (RFP-RH-20-023 for Single/Tandem Axle Dump Trucks, Related Parts, and Services) and Addendums and attachments included as part of this Agreement.

**CONTRACT GENERAL CONDITIONS**

With respect to any purchases by any Participating Public Agency pursuant to the Master Agreement, the City of Rochester Hills (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or such Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order made by any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obligated, liable or responsible for any failure by any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. The City of Rochester Hills makes no representation or guaranty with respect to any minimum purchases by the City or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

**INSURANCE**

The Contractor shall continuously maintain, during the life of the Contract, insurance coverage of the type specified below. The amount of insurance shall be not less than specified in the contract documents.

- (1) Workman's Compensation Insurance as required by the State of Michigan.
- (2) General Liability with the following coverage inclusions:
  - a. Broad Form General Liability endorsement or equivalent.
  - b. General Liability, Independent Contractor coverage, Products and Completed Operations, Contractual Liability.
- (3) Vehicle Liability Coverage and Michigan No-Fault Coverage including all owned, non-owned and hired vehicles.



**CITY OF ROCHESTER HILLS ACTING AS LEAD AGENCY  
AWARD OF PROPOSAL RFP-RH-20-023  
SINGLE/TANDEM AXLE DUMP TRUCK CHASSIS' RELATED PARTS, EQUIPMENT  
AND SERVICES  
MASTER AGREEMENT  
CITY OF ROCHESTER HILLS**

B. All insurance shall be carried with Insurance Companies authorized to do business in the State of Michigan.

In witness whereof, the Parties hereto have executed this Agreement the day and year written above.

**CITY OF ROCHESTER HILLS**

Signature

Bryan K. Barnett  
Name

Mayor  
Title

9-25-2020  
Date

**TRUCK AND TRAILER SPECIALTIES,  
INC.**

Signature

Daniel J. Bowman  
Name

President  
Title

09-25-2020  
Date

# TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 552-3855 | fx: (517) 552-3666

August 4, 2025

City of Warren  
12821 Stephens, Warren, MI 48089  
Attn: Scott Raedel, ph: (586) 759-9261  
HQ0003638

## Equipment Quotation

The following pricing will be based on City of Rochester Hills RFP-RH-20-023 contract awarded September 2020

Chassis: 2026 Chevy Silverado 3500HD, Painted White, Reg Cab, DRW, 4x4, 60" CA, gas engine, auto trans, upfitter switches, OEM camera, dual fuel tanks, vinyl floor & plow prep

**Install Crysteel 9' S-Tipper Dump Body including the following:**

108" length, 87" inside width, 96" outside width  
Front: 10-gauge 201 stainless steel, 40" high  
Sides: 10-gauge 201 stainless steel, rigid sides 14" high  
Tailgate: 10-gauge 201 stainless steel, 3-panel, 22" high with quick-drop release handle  
Capacity: 3-4 cubic yards  
Floor: 3/16" AR450 floor  
Understructure: Western-style crossmemberless  
Boxed top rail  
Square rear corner posts with integral tarp hooks and select-style chain slots  
Single 6" oval cut-out for STT lights as low as possible in each rear pillar  
¼ straight integral cabshield with 9" x 35" flame-cut window in bulkhead  
Include 3-holes in rear sill for clearance lighting

**Install Crysteel Lo-Boy full-subframe scissor Hoist with body prop including the following:**

Model LBS-516 with double-acting hydraulics, 50-degree dump angle  
Capacity: 9.8 tons  
Handheld 12-volt power pack with push-button control in cab

**Install Manual Tarp System including the following:**

Hand-crank style, mounted at the cabshield with mesh tarp material and rear tarp hooks

**Install Custom stainless steel toolbox built inside dump front bed with hinged, slanted top including:**

Toolbox to extend across full-width of dump interior  
Top of toolbox at dump bulkhead to be at board pocket height, 22"  
Depth of toolbox to be at least 12"  
Front lid to be easily accessible over dump side, at side height, 14"

**Install Custom Lighting & Electrical including the following:**

Chassis upfitter switches for front & rear flashers  
One (1) SoundOff Pinnacle (mo. EPL7PDPC) amber/green mini lightbar centered on cabshield bracket  
Twelve (12) SoundOff mPower (mo. EMPS20V38-P) amber/green flashers flush-mounted:  
Two (2) on chassis grille (separate switch)  
Two (2) side-facing on front fenders  
Four (4) on cabshield, two front-facing & two side-facing  
Two (2) rear-facing outside of front pillar on bracket, one each side  
Two (2) rear-facing at top of rear pillar, one each side  
Two (2) SoundOff 6" oval LED S/T/T in bottom cut-out of rear pillar, one each side

# TRUCK & TRAILER *Specialties, Inc.*

900 Grand Oaks Drive | Howell, MI 48843 | [www.ttspec.com](http://www.ttspec.com) | ph: (517) 552-3855 | fx: (517) 552-3666

LED body clearance lights and reflectors, including rear 3-light cluster

Body-up light in-cab on dash with installed proximity switch

Betts junction box at rear of dump

Backup alarm

**Install** Factory camera at rear, centered above hitch plate

**Install** Rear Hitch Assembly including the following:

¾" steel mounting plate with multi-drill holes

Heavy-duty "D" rings for safety chains

OEM STT lights mounted alongside of hitch plate

Bolt-on 2-5/16" pintle/ball hitch

7-way flat-pin RV plug

Electric Brake Controller (to come with chassis/confirmed at chassis order)

**Install** Underbed Toolbox frame-mounted on driverside including the following:

Bawer (mo. TU822008) 24" wide x 18" deep x 18" high

Polished stainless construction toolbox, frame-mounted on curbside

Patented lockable T-handle, gas-shock door openers & rubber gasket seal

**Install** Western 8'6" Pro Plus Straight Plow including the following:

Snow deflector, cast-iron shoes, blade guides, loose hand-held controller, mounting & wiring

Receiver kit

UltraMount2 system

**Install** Luverne Grip-Step running boards for Regular Cab (mos. 415054 & 401446)

**Install** Mudflaps after drive tires

**Paint** Dump underbody, hoist and rear hitch painted Black

Above installed equipment pricing: **\$40,186.00 ea.**

**Payment Terms:** Net 45. Pricing effective for 30 days.

**FOB:** City of Warren

**Delivery:** 7 months ARO, depending on chassis arrival

**Thank you for the opportunity to quote.**

Respectfully submitted by,  
Jon Luea/Brian Bouwman

DATE: August 6, 2025

TO: Craig Treppa, Purchasing Agent

FROM: Scott Raedel, Superintendent, Division of Public Works

RE: Purchase of one (1) 2026 Chevrolet Silverado 3500 Zone Truck

Craig,

The Division of Public Works is requesting to purchase one (1) new 2026 Chevrolet Silverado 3500HD CC 4WD regular cab 146" WB, 60" CA Work Truck from Berger Chevrolet Inc. at a cost of \$45,991.00. Pricing for this is available to the City of Warren through the MiDeal contract, reference #MA240000001191.

DPW is also requesting the purchase of one (1) dump body from Truck & Trailer Specialties, at a cost of \$40,186.00. Pricing for this is available to the City of Warren through the City of Rochester Hills, bid #RHP-RH-20-023.

The total cost of this truck will be \$86,177.00


Funds for this are available in DPW Vehicle & Equipment account 402-9402-97400.

This truck will be replacing an old Zone Truck that it in poor condition.

Zone Trucks are DPW's most used and versatile vehicles. They are used in a variety of tasks including: towing trailers, hauling cold patch, hauling topsoil and other aggerates, carrying tools and equipment, plowing courts and dead ends, as well as a variety of other tasks.

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

Respectfully,



Scott Raedel

Superintendent

Division of Public Works

## RESOLUTION

Document No: STA-W-1649

Product or Service: One (1) 2026 Chevy Silverado and One (1) Dump Body

Requesting Department: Department of Public Works

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on \_\_\_\_\_, 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 Department of Public Works (DPW) has determined that is it necessary in the interest of the DPW and the City, to acquire one (1) 2026 Chevrolet Silverado 3500 HD from Berger Chevrolet, 2525 28<sup>th</sup> Street S.E., Grand Rapids, MI 49512, in the amount of \$45,991.00, utilizing the State of Michigan contract #MA240000001191, and to acquire one (1) Dump Body from Truck & Trailer Specialties, Inc., 900 Grand Oaks Drive, Howell, MI 48843, in the amount of

\$40,186.00, utilizing the Rochester Hills cooperative contract #RFP-RH-20-023, for a total cost of \$86,177.00 pursuant to cooperative purchasing.

Funds are available in account number: 402-9402-97400.

IT IS RESOLVED, that the cooperative purchase through Berger Chevrolet and Truck & Trailer Specialties Inc. is hereby accepted by City Council and payment is authorized by City Council to be paid within ten (10) days of satisfactory receipt of vehicles.

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

- ☒ Cooperative Bid 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



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: AUGUST 11, 2025

TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL

SUBJECT: STA-W-1651; RECOMMENDATION TO AWARD THE PURCHASE OF ONE (1) POLICE VEHICLE

The Purchasing Division concurs with the Police Department and recommends that the purchase of one (1) Police vehicle be awarded to Berger Chevrolet, 2525 28<sup>th</sup> Street S.E., Grand Rapids, MI 49512, utilizing the State of Michigan Contract (#MA240000001191), in a total amount of \$46,989.00.

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

The City is utilizing the State of Michigan contract #MA240000001191 (see attached) with Berger Chevrolet for the purchase of one (1) Police Vehicle, in the amount of \$46,989.00.

If approved by your honorable body, the vehicle will be for unmarked, investigative, and/or surveillance use, replacing an older, high-mileage vehicle into the bureaus and divisions, as needed.

Due to the confidential nature of this purchase, the backup information (make and model of the vehicles, etc.) is being kept confidential. Your honorable body can obtain this information by contacting Captain Brent Chisolm or the Purchasing Agent, Craig Treppa.

Funds are available in the following Account: 261-9261-82214.

Respectfully Submitted,

Read and Concur,

Shanah Turner  
Assistant Buyer

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/18/2025
Controller:		8/18/25
MAYOR:		8/19/2025





# 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**

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

<b>STATE</b>	<b>Program Manager</b>	Erin Reincke	MDOT
		517 855 1986	
		ReinckeE@michigan.gov	
	<b>Contract Administrator</b>	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.				



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

August 7, 2025

Mr. Craig Treppa, Purchasing Agent, City of Warren

**RE: VEHICLE PURCHASE REQUEST UTILIZING STATE OF MICHIGAN CONTRACT #240000001191**

Dear Mr. Treppa:

The Police Department regularly requests appropriation of funds in our yearly budget to supplement the unmarked, investigative and patrol fleet vehicles. The vehicle listed below will be utilized in an unmarked capacity. In an effort to remain fiscally responsible and continue our operational effectiveness, we will rotate the older, high-mileage vehicles out of the fleet and place the new ones into the bureaus and divisions as needed. This expenditure aligns with the 2025-2026 budget, under GL #261-9261-82214.

<u>Quantity</u>	<u>Vehicle</u>	<u>Unit Cost</u>	<u>Total Cost</u>
1	Vehicle "B" Unmarked/Investigation/Surveillance	\$46,989.00 Michigan State Contract #240000001191 Purchased at Berger Chevrolet	\$46,989.00

**Berger Chevrolet**  
2525 28<sup>th</sup> Street S.E.  
Grand Rapids, MI 49512  
616-949-5200

The vehicle listed as "B" will be for unmarked/investigative/surveillance use and will not be described by make or model in the this document so as not to compromise officer safety or operational integrity.

All vehicle pricing comes from the State of Michigan State contract pricing bid referenced above.

Thank you in advance for your assistance. If you have any questions, please contact me at 574-4825.

Professionally,

---

Brent Chisolm, Captain  
Administrative Services Bureau

**RESOLUTION**

Document No: STA-W-1651

Product or Service: One (1) Confidential Police Vehicle

Requesting Department: Police Department

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

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

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

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

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

Upon performing a diligent inquiry, the Police Department has determined that it is necessary in the interest of the Police Department and the City, to acquire supplies, equipment, or goods pursuant to cooperative purchasing.

The Police Department recommends awarding the purchase of one (1) confidential Police Vehicle, to Berger Chevrolet, 2525 28<sup>th</sup> Street S.E., Grand Rapids, MI 49512, utilizing the State of Michigan Contract #MA240000001191, in the total amount of \$46,989.00.

Due to the confidential nature of this purchase, the backup information (make and model of the vehicle, etc.) is being kept confidential. Your honorable body can obtain this information by contacting the Police Department or the Purchasing Agent.

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

Funds are available in the following Account: 261-9261-82214.

IT IS RESOLVED, that the cooperative purchase is hereby accepted by City Council to Berger Chevrolet in the total amount of \$46,989.00.

IT IS FURTHER RESOLVED, that City Council authorizes payment to be made to the awarded vendor immediately upon City acceptance of the vehicle.

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 Documents  
☐ Contract  
☒ X Resolution

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

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

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

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

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

**CERTIFICATION**

STATE OF MICHIGAN   )  
                                  ) SS.  
COUNTY OF MACOMB )

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

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



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: AUGUST 7, 2025  
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL  
SUBJECT: TRI-W-1413; INCREASE OF AWARD FOR THE PURCHASE TWO (2) SALT TRUCKS, UTILIZING THE CITY OF ROCHESTER HILLS CONTRACT #RFP-RH-20-2023.

The Purchasing Division concurs with the Department of Public Works (DPW) and recommends that City Council approve an increase of award to Wolverine Freightliner – Eastside, 107 S. Groesbeck, Mt. Clemens, MI 48043, in the total amount of \$3,000.00 (\$1,500.00 per truck), from \$250,296.00 to \$253,296.00, for the purpose of purchasing two (2) 2026 Freightliner Cab & Chassis.

**If City Council approves this increase, payment shall be authorized to be made within ten (10) days of satisfactory receipt of each vehicle.**

On January 14<sup>th</sup>, 2025, your honorable body approved an award to Wolverine Freightliner – Eastside (\$250,296.00) and Truck & Trailer Specialties (\$371,160.00) for the purchase of two (2) salt trucks, which consists of the cab & chassis from Wolverine and the spreader bodies from Truck & Trailer, utilizing the City of Rochester Hills Cooperative Contract #RFP-RH-20-2023 (see attached).

Wolverine has informed the City that they were impacted by a tariff increase for each of the two (2) cab & chassis in the amount of \$1,500.00 each (see attached documentation). Due to the tariff increase, the DPW is requesting an increase of award from \$250,296.00 to \$253,296.00 to cover the cost of the tariff increase.

At this time, Truck & Trailer has not indicated that they have been charged additional tariff costs.

Funds are available in the 2024 Capital Equipment Bond: 402-9402-97400.

Respectfully Submitted,

Craig Treppa  
Purchasing Agent

Approved By:	Signature	Date
Budget Director:		8/18/2025
Controller:		8/18/25
MAYOR:		8/19/2025



innovative by nature

Bryan K. Barnett  
Mayor

## CONTRACT AMENDMENT

City Council

Ravi Yalamanchi  
District 1

Adam Kochenderfer  
District 2

Greg Hooper  
District 3

Nathan Klomp  
District 4

James Rosen  
At-Large

Mark Tiedel  
At-Large

Michael Webber  
At-Large

City of Rochester Hills  
Purchasing Division  
1000 Rochester Hills Drive  
Rochester Hills, MI 48309

Re: RFP-RH-20-023

Contract Amendment 1 - Wolverine Freightliner-Eastside, Inc. - Chassis

This contract is amended as follows:

### Single and Tandem Axle Dump Trucks, Parts, and Related Equipment/Services

This is a Contract Amendment, dated this 15<sup>th</sup> day of November, 2023, to the Single and Tandem Axle Dump Trucks, Parts, and Related Services between Wolverine Freightliner Eastside ("Contractor"), a Michigan corporation, whose address is 107 S. Groesbeck, Mt. Clemens, Michigan 48043, and the City of Rochester Hills ("City") a Michigan municipal corporation, whose address is 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, dated September 25th, 2020.

1. The parties agree that by execution of this Addendum that the contract's two year renewal option of the contract has been exercised and the new term of the contract will expire as of September 30, 2025.
2. All other provisions of the contract shall remain the same

In witness whereof, the Parties hereto have executed this Addendum the day and year written above.

Contractor hereby acknowledges receipt of and understanding of the above amendment.

Steve Sexton  
Steve Sexton, Government Sales Manager  
Wolverine Freightliner

Steven Sexton Municipal Sales mgr  
Printed name and title

Wolverine Freightliner  
Company name

The above referenced contract amendment is hereby executed this

15 th day of November, 2023 at  
Rochester Hills, Michigan.

Bryan Barnett  
Mayor

# Wolverine Freightliner Eastside, Inc.

107 S. Groesbeck Hwy

Mt. Clemens, MI 48043

586 783 2444

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## INVOICE

## EWP8265

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City of Warren  
12801 Stephens Rd  
Warren, MI 48089

August 5, 2025

Customer PO # **2529992**

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QTY	1	2026	Freightliner 108SD		\$125,109.00
			Tariff Fee	\$	1,500.00
		VIN:	3ALHG5FE6TDWP8265		

CVR Fee	24.00
Sales Tax	0
Title Fee	15.00
Plate Fee	
F.E.T	0

### Delivered Price

Minus Rebates  
Minus Net Trade Value  
Cash On Delivery  
Minus Deposit

**NET DUE** **\$126,648.00**

Please remit to:

Wolverine Freightliner Eastside, Inc.  
107 S. Groesbeck Hwy  
Mt. Clemens, MI 48043



# VEHICLE DATA CODE INQUIRY

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## VEHICLE DETAIL

<b>Serial Number:</b>	WP8265	<b>Plant Code:</b>	SAN
<b>Fleet Size:</b>	2	<b>VIN:</b>	3ALHG5FE6TDWP8265
<b>Split Range:</b>	WP8265/WP8266	<b>Customer Name:</b>	ROCH HILLS C
<b>TSO Number:</b>	SSWARRENTA	<b>Salesperson:</b>	STEVEN SEXTON
<b>Pilot:</b>	N	<b>CAE Coordinator:</b>	THOMAS RENFREW
<b>Open TCO:</b>	N 7	<b>Customer Account:</b>	Y74704

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## SPECIFICATIONS

<b>Base Model:</b>	108SD	<b>Cab Size:</b>	108
<b>Sleeper Size:</b>	000	<b>Qty Cab Colors:</b>	1
<b>Key Code:</b>	FT2192	<b>Engine Model:</b>	CL090
<b>Transmission Model:</b>	3000RDS	<b>Auxiliary Transmission:</b>	
<b>Front Axle:</b>	MFS18133	<b>Rear Axle:</b>	T46M
<b>Tag/Pusher Axle Model:</b>		<b>Suspension Model:</b>	PRIMAAX
<b>TSO Processing:</b>	COMPLETE	<b>Engineering CWOS:</b>	COMPLETE
<b>Pricing Issues:</b>	COMPLETE		

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## SCHEDULE

<b>Order Status:</b>	DEALER RECEIVED	<b>Status Date:</b>	2025-07-02
<b>Order Received Date:</b>	2025-02-18	<b>Delivery Requested Date:</b>	2025-05-20
<b>Latest Accept Date:</b>	2025-07-31	<b>Projected Delivery Date:</b>	2025-06-30
<b>Order Released Date:</b>	2025-04-18	<b>Ship Method:</b>	DRIVEABLE

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## SHIPPING/PRICING

<b>Transit Start Date:</b>	2025-06-27	<b>Estimated Arrival Date:</b>	2025-07-03
<b>Delivered Date:</b>	2025-07-02	<b>Spec Con Date:</b>	2025-04-23
<b>Official Invoice Date:</b>	2025-06-24	<b>Retail Sold Date:</b>	
<b>Concession Number:</b>	6M9502	<b>Price Level:</b>	PRL-29D
<b>PDI Received Date:</b>		<b>PDI Returned Date:</b>	
<b>Approval Date:</b>		<b>TCO Approval:</b>	
<b>Ship To:</b>	WOLVERINE FREIGHTLINER EASTSID 107 S GROESBECK HWY MOUNT CLEMENS ,MI48043 USA		

**Ship Instructions:**

<b>Databook</b>	<b>Origin TCO #</b>	<b>Description</b>	<b>Value</b>
PAT-025	006	TARIFF IMPACT FEE M2 106/112, 108/114 SD	1,500

# Wolverine Freightliner Eastside, Inc.

107 S. Groesbeck Hwy

Mt. Clemens, MI 48043

586 783 2444

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## INVOICE

## EWP8266

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City of Warren  
12801 Stephens Rd  
Warren, MI 48089

August 5, 2025

Customer PO # **2529992**

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QTY	1	2026	Freightliner 108SD		\$125,109.00
			Tariff Fee	\$	1,500.00
		VIN:	3ALHG5FE8TDWP8266		

CVR Fee	24.00
Sales Tax	0
Title Fee	15.00
Plate Fee	
F.E.T	0

### Delivered Price

Minus Rebates  
Minus Net Trade Value  
Cash On Delivery  
Minus Deposit

**NET DUE** **\$126,648.00**

Please remit to:

Wolverine Freightliner Eastside, Inc.  
107 S. Groesbeck Hwy  
Mt. Clemens, MI 48043

# VEHICLE DATA CODE INQUIRY

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## VEHICLE DETAIL

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<b>Serial Number:</b>	WP8266	<b>Plant Code:</b>	SAN
<b>Fleet Size:</b>	2	<b>VIN:</b>	3ALHG5FE8TDWP8266
<b>Split Range:</b>	WP8265/WP8266	<b>Customer Name:</b>	ROCH HILLS C
<b>TSO Number:</b>	SSWARRENTA	<b>Salesperson:</b>	STEVEN SEXTON
<b>Pilot:</b>	N	<b>CAE Coordinator:</b>	THOMAS RENFREW
<b>Open TCO:</b>	N 7	<b>Customer Account:</b>	Y74704

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## SPECIFICATIONS

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<b>Base Model:</b>	108SD	<b>Cab Size:</b>	108
<b>Sleeper Size:</b>	000	<b>Qty Cab Colors:</b>	1
<b>Key Code:</b>	FT1678	<b>Engine Model:</b>	CL090
<b>Transmission Model:</b>	3000RDS	<b>Auxiliary Transmission:</b>	
<b>Front Axle:</b>	MFS18133	<b>Rear Axle:</b>	T46M
<b>Tag/Pusher Axle Model:</b>		<b>Suspension Model:</b>	PRIMAAX
<b>TSO Processing:</b>	COMPLETE	<b>Engineering CWOS:</b>	COMPLETE
<b>Pricing Issues:</b>	COMPLETE		

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## SCHEDULE

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<b>Order Status:</b>	DEALER RECEIVED	<b>Status Date:</b>	2025-07-02
<b>Order Received Date:</b>	2025-02-18	<b>Delivery Requested Date:</b>	2025-05-20
<b>Latest Accept Date:</b>	2025-07-31	<b>Projected Delivery Date:</b>	2025-07-01
<b>Order Released Date:</b>	2025-04-18	<b>Ship Method:</b>	DRIVEABLE

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## SHIPPING/PRICING

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<b>Transit Start Date:</b>	2025-06-27	<b>Estimated Arrival Date:</b>	2025-07-21
<b>Delivered Date:</b>	2025-07-02	<b>Spec Con Date:</b>	2025-04-23
<b>Official Invoice Date:</b>	2025-06-23	<b>Retail Sold Date:</b>	
<b>Concession Number:</b>	6M9502	<b>Price Level:</b>	PRL-29D
<b>PDI Received Date:</b>		<b>PDI Returned Date:</b>	
<b>Approval Date:</b>		<b>TCO Approval:</b>	
<b>Ship To:</b>	WOLVERINE FREIGHTLINER EASTSID 107 S GROESBECK HWY MOUNT CLEMENS ,MI48043 USA		

**Ship Instructions:**

<b>Databook</b>	<b>Origin TCO #</b>	<b>Description</b>	<b>Value</b>
PAT-025	006	TARIFF IMPACT FEE M2 106/112, 108/114 SD	1,500

Date: August 6, 2025

To: Craig Treppa, Purchasing Agent

From: Scott Raedel, DPW Superintendent

RE: Wolverine Freight Liner Bid Increase, P.O. 2529992

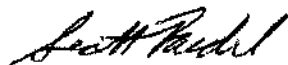
Craig,

The Division of Public Works is requesting an increase from \$250,296 to \$253,296 for Wolverine Freight Liner, bid #ITB-W-1413, for two (2) 2026 Freightliner Cab & Chassis. The reason for this increase is due to Tariff Fees of \$1,500 per vehicle (a total of \$3,000).

Funds for this will be paid from DPW account 402-9402-97400.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Scott Raedel".

Scott Raedel  
Superintendent  
Division of Public Works

Attachments

**RESOLUTION**

Document Number: TRI-W-1413 Increase of Award

Product or Service: Two (2) Salt Trucks

Requesting Department: Department of Public Works (DPW)

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

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

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

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

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

On January 14, 2025, City Council awarded the purchase of two (2) Salt Trucks from Wolverine Freightliner – Eastside, 107 S. Groesbeck, Mt. Clemens, MI 48043, in the amount of \$250,296.00 and spreader bodies for each from Truck & Trailer Specialties, in the amount of \$371,160.00.

Due to tariff increases imposed on Wolverine Freightliner – Eastside, the Department of Public Works (DPW) has determined that it is in the best interest of the City, that the award be increased, for the purchase of two (2) Salt Trucks, from \$250,296.00 to \$253,296.00 (an increase of \$1,500.00 per truck), to cover the costs of the tariff increase.

Funds are available in account number: 402-9402-97400.

IT IS RESOLVED, that the increase of award to Wolverine Freightliner - Eastside, is hereby accepted by City Council, for the purchase of Two (2) Salt Trucks, from \$250,296.00 to \$253,296.00.

IT IS FURTHER RESOLVED, that payment shall be made within ten (10) days of satisfactory receipt of each vehicle.

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

☒ Cooperative Bid document  
☐ Contract  
☒ 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