



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

December 3, 2025

Mindy Moore
Council Secretary
City of Warren, Michigan

RE: \$23,100,000 2026 City of Warren Capital Improvement Bonds

Dear Council Secretary Moore:

Attached please find the following documents for Council consideration and approval relative the subject bond issue.

Items for Council Action:

Resolution Authorizing the Issuance of 2026 Capital Improvement Bonds

Supplemental Materials:

Schedule of Bond Issue Infrastructure Projects

Please place the subject Authorizing Resolution on the December 9, 2025 Council Agenda. Bond counsel and financial advisors will be available to answer any questions you may have.

Respectfully,

DocuSigned by:

Richard Fox

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Richard Fox
City Controller

Approved,

Signed by:

Lori M Stone

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Lori Stone
Mayor

**RESOLUTION AUTHORIZING
2026 CAPITAL IMPROVEMENT BONDS
(LIMITED TAX GENERAL OBLIGATION)**

CITY OF WARREN
County of Macomb, State of Michigan

Minutes of a regular meeting of the City Council of the City of Warren, County of Macomb, State of Michigan (the “City”), held on December 9, 2025, at 7:00 o’clock p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City does hereby determine that it is necessary to pay all or part of the costs of certain public improvements in the City, including, but not limited to: (i) improvements to the City’s Waste Water Treatment Plant and associated systems, including, but not limited to, improvements to the dewatering system, the sludge thermal drying system, and the energy recovery system and furnace; construction of a new dewatering and incineration building; tunnel headworks installation and rehabilitation; rehabilitation of the solids belt filter press; rehabilitation of the retention basin; integration of SCADA; installation and rehabilitation of switches, elevators, walkways, balconies, hand rails, siding , windows, and roof; and aeration tank protection; (ii) improvements to the City’s water supply and sewage disposal system, including but not limited to the installation, replacement, and rehabilitation of water mains, hydrants, and valves and abandonment of certain existing mains; and (iii) improvements to Joseph Coach Manor, including, but not limited to, installation, replacement, and rehabilitation of balconies, elevators, windows, siding, furnace, and roof; all together with all related site work and associated improvements, appurtenances and attachments thereto (the “Projects”); and

WHEREAS, the cost of the Projects are estimated to be approximately Twenty-Three Million One Hundred Thousand Dollars (\$23,100,000); and

WHEREAS, to finance the cost of the Projects, the City Council deems it necessary to borrow the principal amount of not to exceed Twenty-Three Million One Hundred Thousand Dollars (\$23,100,000) and issue capital improvement bonds pursuant to Act 34, Public Acts of Michigan, 2001, as amended (“Act 34”) to pay the cost of the Projects; and

WHEREAS, a notice of intent for bonds was published in accordance with Act 34 which provides that the capital improvement bonds may be issued without a vote of the electors of the

City unless a proper petition for an election on the question of the issuance of the bonds is filed with the City Clerk within a period of forty-five (45) days from the date of publication and as of this date no petition has been filed with the Clerk.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Authorization of Bonds; Bond Terms. Bonds of the City designated 2026 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) (the “Bonds”) are authorized to be issued in the aggregate principal sum of not to exceed Twenty-Three Million One Hundred Thousand Dollars (\$23,100,000) for the purpose of paying the cost of the Projects, including the costs incidental to the issuance, sale and delivery of the Bonds. The City may issue the Bonds in one or more series, and on either a taxable or tax-exempt basis, as determined by an Authorized Officer (defined herein) at the time of issuance. If the Bonds will be issued in more than one series, each provision and parameter established herein shall be applicable to each series of Bonds to the extent practicable and each Authorized Officer is hereby authorized to make the determinations regarding interest rates, designations, and other determinations necessary to effectuate the issuance of the Bonds, including the modification and publication of more than one Notice of Sale, if necessary. The issue shall consist of bonds in fully-registered form of the denomination of \$5,000, or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, numbered consecutively in order of registration, dated as of the date of delivery or such other date as determined by the Mayor, City Clerk, Treasurer, Controller, or Assistant Controller (each an “Authorized Officer”) at the time of sale. The Bonds shall bear interest, mature and be payable at the times and in the manner set forth in Sections 6 and 7.

The Bonds shall be sold at public sale at a price not less than 100% of the principal amount thereof.

The Bonds shall be subject to redemption prior to maturity in the manner and at the times and prices set forth in Sections 6 and 7 hereof and if term bonds are selected by the original purchaser of the Bonds, then the Bonds will be subject to mandatory redemption in accordance with the foregoing maturity schedule at par.

Interest shall be payable to the registered owner of record as of the 15th day of the month prior to the payment date for each interest payment. The record date of determination of registered owner for purposes of payment of interest as provided in this paragraph may be changed by the City to conform to market practice in the future. Interest shall be payable to the registered owner of record as of the 15th day of the month preceding the payment date for each interest payment. The principal of the Bonds shall be payable at Argent Institutional Trust Company, Grand Rapids, Michigan who is hereby selected to act as the transfer agent for the bonds (the “Transfer Agent”).

The Bonds may be issued in book-entry only form through The Depository Trust Company in New York, New York (“DTC”) and the Authorized Officers are each authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry only form and to make such changes in the Bond Form within the parameters of this resolution as may be required to accomplish the foregoing.

2. Execution of Bonds. The Bonds of this issue shall be executed in the name of the City with the manual or facsimile signatures of the Mayor and City Clerk of the City and shall have the seal of the City, or a facsimile thereof, printed or impressed on the Bonds. No Bond executed by facsimile signatures shall be valid until authenticated by an authorized officer or representative of the Transfer Agent. The Bonds shall be delivered to the Transfer Agent for authentication and be delivered by the Transfer Agent to the purchaser or other person in accordance with instructions from an Authorized Officer upon payment of the purchase price for the Bonds in accordance with the bid therefor when accepted.

3. Transfer of Bonds. The Transfer Agent shall keep the books of registration for this issue on behalf of the City. Any Bond may be transferred upon such registration books by the registered owner of record, in person or by the registered owner's duly authorized attorney, upon surrender of the Bond for cancellation, accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Transfer Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. The Transfer Agent shall require the payment by the bondholder requesting the transfer of any tax or other governmental charge required to be paid with respect to the transfer.

Unless waived by any registered owner of Bonds to be redeemed, official notice of redemption shall be given by the Transfer Agent on behalf of the City. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the place where the Bonds called for redemption are to be surrendered for payment; and that interest on the Bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date.

In addition, further notice shall be given by the Transfer Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

4. Limited Tax Pledge; Debt Retirement Fund; Defeasance of Bonds. The City hereby pledges its limited tax full faith and credit for the prompt payment of the Bonds. The City shall, each year budget the amount of the debt service coming due in the next fiscal year on the principal of and interest on the Bonds and shall advance as a first budget obligation from its general funds available therefor, or, if necessary, levy taxes upon all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations, such sums as may be necessary to pay such debt service in said fiscal year.

The Treasurer is authorized and directed to open a depository account with a bank or trust company designated by the City Council, to be designated 2026 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) DEBT RETIREMENT FUND (the "Debt Retirement Fund"), the moneys to be deposited into the Debt Retirement Fund to be specifically earmarked and used solely for the purpose of paying principal of and interest on the Bonds as they mature.

In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay at maturity or irrevocable call for earlier optional redemption, the principal of, premium, if any, and interest on the Bonds, shall be deposited in trust, this resolution shall be defeased and the owners of the Bonds shall have no further rights under this resolution except to receive payment of the principal of, premium, if any, and interest on the Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Bonds as provided herein.

5. Construction Fund; Proceeds of Bond Sale. The Treasurer is authorized and directed to open a separate depository account with a bank or trust company designated by the City Council, to be designated 2026 CAPITAL IMPROVEMENT BONDS (LIMITED TAX GENERAL OBLIGATION) CONSTRUCTION FUND (the “Construction Fund”) and deposit into said Construction Fund the proceeds of the Bonds less accrued interest, if any, which shall be deposited into the Debt Retirement Fund. The moneys in the Construction Fund shall be used solely to pay the costs of the Projects and the costs of issuance of the Bonds.

6. Bond Form. The Bonds shall be in substantially the following form:

UNITED STATES OF AMERICA
 STATE OF MICHIGAN
 COUNTY OF MACOMB

CITY OF WARREN
 2026 CAPITAL IMPROVEMENT BOND
 (LIMITED TAX GENERAL OBLIGATION)

<u>Interest</u> <u>Rate</u>	<u>Maturity</u> <u>Date</u>	<u>Date of</u> <u>Original Issue</u>	<u>CUSIP</u>
	May 1, _____	_____, 2026	

Registered Owner:

Principal Amount: Dollars

The City of Warren, County of Macomb, State of Michigan (the “City”), acknowledges itself to owe and for value received hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on November 1, 2026 and semiannually thereafter. Principal of this bond is payable at the corporate trust office of Argent Institutional Trust Company, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner not less than sixty (60) days prior to any interest payment date (the “Transfer Agent”). Interest on this bond is payable to the registered owner of record as of the fifteenth (15th) day of the month preceding the interest payment date as shown on the registration books of the City kept by the Transfer Agent by check or draft mailed to the registered owner of record at the registered address. For prompt payment of this bond, both principal and interest, the full faith, credit and resources of the City are hereby irrevocably pledged.

This bond is one of a series of bonds aggregating the principal sum of \$_____, issued for the purpose of paying the cost of certain capital improvements for the City. This bond is issued under the provisions of Act 34, Public Acts of Michigan, 2001, as amended and a duly adopted resolution of the City.

Bonds of this issue maturing in the years 202_ to 203_, inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds of this issue in multiples of \$5,000 maturing in the year 203_ and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after May 1, 203_, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the

Transfer Agent, upon presentation of the bond called in part for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the Transfer Agent to redeem said bond or portion thereof.

This bond is transferable only upon the registration books of the City kept by the Transfer Agent by the registered owner of record in person, or by the registered owner's attorney duly authorized in writing, upon the surrender of this bond together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the registered owner or the registered owner's attorney duly authorized in writing, and thereupon a new registered bond or bonds in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor as provided in the resolution authorizing this bond and upon the payment of the charges, if any, therein prescribed.

This bond, including the interest thereon, is payable as a first budget obligation from the general funds of the City, and the City is required, if necessary, to levy ad valorem taxes on all taxable property in the City for the payment thereof, subject to applicable constitutional, statutory and charter tax rate limitations.

It is hereby certified and recited that all acts, conditions and things required by law to be done, precedent to and in the issuance of this bond and the series of bonds of which this is one, exist and have been done and performed in regular and due form and time as required by law, and that the total indebtedness of the City, including this bond, does not exceed any constitutional, statutory or charter debt limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the City of Warren, by its City Council, has caused this bond to be signed in the name of the City by the facsimile signatures of its Mayor and City Clerk and a facsimile of its corporate seal to be printed hereon, all as of the Date of Original Issue.

CITY OF WARREN
County of Macomb
State of Michigan

(SEAL)

By: _____
Its: Mayor

By: _____
Its: City Clerk

(Form of Transfer Agent's Certificate of Authentication)

DATE OF AUTHENTICATION:

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within-mentioned resolution.

_____, Michigan
Transfer Agent

By: _____
Authorized Signatory

[Bond printer to insert form of assignment]

7. Notice of Sale. The City Clerk is authorized to fix a date of sale for the Bonds and to publish a notice of sale of the Bonds in ***The Bond Buyer***, New York, New York, which notice of sale shall be in substantially the following form:

OFFICIAL NOTICE OF SALE

\$23,100,000*

CITY OF WARREN

COUNTY OF MACOMB, STATE OF MICHIGAN

2026 CAPITAL IMPROVEMENT BONDS

(LIMITED TAX GENERAL OBLIGATION)

**Subject to adjustment as set forth in this Notice of Sale*

[UPDATE IF MORE THAN ONE SERIES ON A TAXABLE BASIS]

Bids for the purchase of the above bonds will be received in the manner described in this Official Notice of Sale on _____, _____, 2026 until _____ a.m., prevailing Eastern Time, at which time and place said bids will be opened and read. The award or rejection of bids will occur on the same date.

ELECTRONIC BIDS: Bidders may submit bids for the purchase of the above bonds as follows:

Electronic bids may be submitted to the Municipal Advisory Council of Michigan at munibids@macmi.com; provided that electronic bids must arrive before the time of sale and the bidder bears all risks of transmission failure.

Electronic bids will also be received on the same date and until the same time by Bidcomp/Parity as agent of the undersigned. Further information about Bidcomp/Parity, including any fee charged, may be obtained from Bidcomp/Parity, Anthony Leyden or CLIENT SERVICES, 1359 Broadway, Second Floor, New York, New York 10010, (212) 849-5021. IF ANY PROVISION OF THIS NOTICE OF SALE SHALL CONFLICT WITH INFORMATION PROVIDED BY BIDCOMP/PARITY, AS THE APPROVED PROVIDER OF ELECTRONIC BIDDING SERVICES, THIS NOTICE SHALL CONTROL.

Bidders may choose any means or location to present bids but a bidder may not present a bid in more than one location or by more than one means.

*BOND DETAILS: The bonds will be registered bonds of the denomination of \$5,000 or multiples thereof not exceeding for each maturity the maximum principal amount of that maturity, originally dated as of the date of delivery, numbered in order of registration, and will bear interest from their date payable on November 1, 2026, and semiannually thereafter.

The bonds will mature on the 1st day of May in each of the years, as follows:

2027	\$705,000	2037	\$1,140,000
2028	895,000	2038	1,180,000
2029	915,000	2039	1,215,000

2030	940,000	2040	1,260,000
2031	965,000	2041	1,305,000
2032	990,000	2042	1,350,000
2033	1,015,000	2043	1,410,000
2034	1,050,000	2044	1,470,000
2035	1,075,000	2045	1,525,000
2035	1,105,000	2046	1,590,000

*ADJUSTMENT OF TOTAL PAR AMOUNT OF BONDS AND PRINCIPAL MATURITIES: The City reserves the right to increase or decrease the aggregate principal amount of the bonds after receipt of the bids and prior to final award, if necessary, so that the purchase price of the bonds will provide an amount determined by the City to be sufficient to construct the project and to pay costs of issuance of the bonds. The adjustments, if necessary, will be in increments of \$5,000. The purchase price will be adjusted proportionately to the increase or decrease in issue size, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

*ADJUSTMENT TO PURCHASE PRICE: Should any adjustment to the aggregate principal amount of the bonds be made by the City, the purchase price of the bonds will be adjusted by the City proportionally to the adjustment in principal amount of the bonds. The adjusted purchase price will reflect changes in the dollar amount of the underwriter’s discount and original issue discount/premium, if any, but will not change the per-bond underwriter’s discount as calculated from the bid and initial reoffering prices.

INTEREST RATE AND BIDDING DETAILS: The bonds shall bear interest at a rate or rates not less than 6% per annum and not exceeding 6% per annum, to be fixed by the bids therefor, expressed in any fraction of 1%. Bonds maturing after 2036 shall bear interest at a minimum coupon rate of 4.00%. No proposal for the purchase of less than all of the bonds or at a price that is less than 100% of their par value will be considered.

PRIOR REDEMPTION OF BONDS: Bonds maturing in the years 202_ to 203_ inclusive, shall not be subject to redemption prior to maturity. Bonds or portions of bonds in multiples of \$5,000 maturing in the year 203_ and thereafter shall be subject to redemption prior to maturity, at the option of the City, in any order of maturity and by lot within any maturity, on any date on or after May 1, 203_, at par and accrued interest to the date fixed for redemption.

In case less than the full amount of an outstanding bond is called for redemption, the transfer agent, upon presentation of the bond called for redemption, shall register, authenticate and deliver to the registered owner of record a new bond in the principal amount of the portion of the

original bond not called for redemption.

Notice of redemption shall be given to the registered owner of any bond or portion thereof called for redemption by mailing of such notice not less than thirty (30) days prior to the date fixed for redemption to the registered address of the registered owner of record. A bond or portion thereof so called for redemption shall not bear interest after the date fixed for redemption provided funds are on hand with the transfer agent to redeem said bond or portion thereof.

TERM BOND OPTION: The initial purchaser of the bonds may designate any one or more maturities from May 1, 202_ through the final maturity as term bonds and the consecutive maturities on or after the year 202_ which shall be aggregated in the term bonds. The amounts of the maturities which are aggregated in a designated term bond shall be subject to mandatory redemption on May 1 of the years and in the amounts set forth in the above maturity schedule at a redemption price of par, plus accrued interest to the date of mandatory redemption. Term bonds or portions thereof mandatorily redeemed shall be selected by lot. Any such designation must be made at the time bids are submitted and must be listed on the bid.

BOOK-ENTRY ONLY: The bonds will be issued in book-entry only form as one fully registered bond per maturity and will be registered in the name of Cede & Co., as bondholder and nominee for The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the bonds. In the event of registration with DTC, the purchaser will not receive certificates representing their interest in bonds purchased. It will be the responsibility of the purchaser to obtain DTC eligibility. Failure of the purchaser to obtain DTC eligibility shall not constitute cause for a failure or refusal by the purchaser to accept delivery of and pay for the bonds. In the alternative, the successful bidder may request bond certificates to be delivered to the purchaser as one fully registered bond per maturity.

TRANSFER AGENT AND REGISTRATION: Principal shall be payable at the principal corporate trust office of Argent Institutional Trust Company, Grand Rapids, Michigan, or such other transfer agent as the City may hereafter designate by notice mailed to the registered owner of record not less than 60 days prior to an interest payment date. Interest shall be paid by check mailed to the registered owner of record as shown on the registration books of the City as of the 15th day of the month prior to an interest payment date. The bonds will be transferred only upon the registration books of the City kept by the transfer agent.

PURPOSE AND SECURITY: The bonds are authorized for the purpose of paying the cost of acquiring and constructing certain capital improvements for the City. The bonds will be a first budget obligation of the City, payable from the general funds of the City including the collection of ad valorem taxes on all taxable property in the City subject to applicable constitutional, statutory and charter tax rate limitations. The rights or remedies of bondholders may be affected by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principles of equity including those relating to equitable subordination.

GOOD FAITH: A good faith deposit in the form of a certified or cashier's check drawn upon an incorporated bank or trust company, or wire transfer, in the amount of \$_____ payable to the order of the Treasurer of the City will be required of the successful bidder. The successful

bidder is required to submit its good faith deposit to the City as instructed by the City not later than Noon, prevailing Eastern Time, on the next business day following the sale. The good faith deposit will be applied to the purchase price of the bonds. In the event the purchaser fails to honor its accepted bid, the good faith deposit will be retained by the City. No interest shall be allowed on the good faith check. The good faith check of the successful bidder will be cashed and payment for the balance of the purchase price of the bonds shall be made at the closing.

AWARD OF BONDS – TRUE INTEREST COST: The bonds will be awarded to the bidder whose bid produces the lowest true interest cost determined in the following manner: the lowest true interest cost will be the single interest rate (compounded on November 1, 2026 and semi-annually thereafter) necessary to discount the debt service payments from their respective payment date to _____, 2026 (the anticipated delivery date), in an amount equal to the price bid, excluding accrued interest, if any. For the purpose of computing the true interest cost, the bonds shall be deemed to become due in the principal amounts and at the times as set forth above, whether the bonds are serial bonds or mandatory sinking fund redemptions for such term bonds. Each bidder shall state in its bid the true interest cost to the City, computed in the manner specified above.

[TAX MATTERS: In the opinion of Miller, Canfield, Paddock and Stone, P.L.C., bond counsel, under existing law, assuming compliance with certain covenants and the issue price rules set forth below, interest on the bonds is excludable from gross income for federal income tax purposes as described in the opinion, and the bonds and interest thereon are exempt from all taxation by the State of Michigan or any taxing authority within the State of Michigan except estate taxes and taxes on gains realized from the sale, payment or other disposition thereof.]

[ISSUE PRICE: The winning bidder shall assist the City in establishing the issue price of the bonds and shall execute and deliver to the City at closing an “issue price” or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached either as Appendix G-1 or Appendix G-2 of the preliminary official statement, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel.

The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the bonds) will apply to the initial sale of the bonds (the “Competitive Sale Requirements”) because:

- a. the City is disseminating this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- b. all bidders shall have an equal opportunity to bid;
- c. the City anticipates receiving bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and

- d. the City anticipates awarding the sale of the bonds to the bidder who submits a firm offer to purchase the bonds at the lowest true interest cost, as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the bonds, as specified in the bid.

In the event that all of the Competitive Sale Requirements are not satisfied, the City shall so advise the winning bidder. The City will not require bidders to comply with the “hold-the-offering price rule” (as described below), and therefore does not intend to use the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity, though the winning bidder, in consultation with the City, may elect to apply the “hold-the-offering price rule” (as described below). Bids will not be subject to cancellation in the event the Competitive Sale Requirements are not satisfied. Unless a bidder intends to apply the “hold-the-offering price rule” (as described below), bidders should prepare their bids on the assumption that all of the maturities of the bonds will be subject to the 10% Test (as described below). The winning bidder must notify the Issuer of its intention to apply either the “hold-the-offering price rule” or the 10% Test at or prior to the time the bonds are awarded.

If the winning bidder does not request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then the following two paragraphs shall apply:

- a. The Issuer shall treat the first price at which 10% of a maturity of the bonds (the “10% Test”) is sold to the public as the issue price of that maturity, applied on a maturity-by-maturity basis. The winning bidder shall advise the Issuer if any maturity of the Bonds satisfies the 10% Test as of the date and time of the award of the bonds; and
- b. Until the 10% Test has been satisfied as to each maturity of the bonds, the winning bidder agrees to promptly report to the Issuer the prices at which the unsold bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing date has occurred, until either (i) all bonds of that maturity have been sold or (ii) the 10% Test has been satisfied as to the bonds of that maturity, provided that, the winning bidder’s reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the Issuer or bond counsel.

If the winning bidder does request that the “hold-the-offering price rule” apply to determine the issue price of the bonds, then the following three paragraphs shall apply:

- a. The winning bidder, in consultation with the Issuer, may determine to treat (i) pursuant to the 10% Test, the first price at which 10% of a maturity of the bonds is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the bonds as the issue price of that maturity (the “hold-the-offering price rule”), in each case applied on a maturity-by-maturity basis. The winning bidder shall advise the Issuer if any maturity of the bonds satisfies the 10% Test as of the date and time of the award of

the bonds. The winning bidder shall promptly advise the Issuer, at or before the time of award of the bonds, which maturities of the bonds shall be subject to the 10% Test or shall be subject to the hold-the-offering price rule or both.

- b. By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the bonds to the public on or before the date of the award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder, and (ii) if the hold-the-offering-price rule applies, agree, on behalf of the underwriters participating in the purchase of the bonds, that the underwriters will neither offer nor sell unsold bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:
- i. the close of the fifth (5th) business day after the sale date; or
 - ii. the date on which the underwriters have sold at least 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public;

The winning bidder shall promptly advise the Issuer when the underwriters have sold 10% of that maturity of the bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

- c. The Issuer acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter or dealer who is a member of the selling group is a party to a third-party distribution agreement that was employed in connection with the initial sale of the bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Issuer further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the

bonds, and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement to comply with the requirements for establishing issue price of the bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the bonds.

By submitting a bid, each bidder confirms that:

- a. any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, (A)(i) to report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, (B) to promptly notify the winning bidder of any sales of bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the bonds to the public (each such term being used as defined below), and (C) to acknowledge that, unless otherwise advised by the underwriter, dealer or broker-dealer, the winning bidder shall assume that each order submitted by the underwriter, dealer or broker-dealer is a sale to the public.
- b. any agreement among underwriters or selling group agreement relating to the initial sale of the bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (i) report the prices at which it sells to the public the unsold bonds of each maturity allocated to it, whether or not the closing date has occurred, until either all bonds of that maturity allocated to it have been sold or it is notified by the winning bidder or such underwriter that the 10% Test has been satisfied as to the bonds of that maturity, provided that, the reporting obligation after the closing date may be at reasonable periodic intervals or otherwise upon request of the winning bidder or such underwriter, and (ii) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the winning bidder or the underwriter and as set forth in the related pricing wires.

Sales of any bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of establishing issue price. Further, for purposes

of this Notice of Sale:

- a. “public” means any person other than an underwriter or a related party,
- b. “underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the bonds to the public);
- c. a purchaser of any of the bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and
- d. “sale date” means the date that the bonds are awarded by the Issuer to the winning bidder.]

NOT “QUALIFIED TAX-EXEMPT OBLIGATIONS”: The City has not designated the bonds as “Qualified Tax-Exempt Obligations” for purposes of the deduction of interest expense by financial institutions pursuant to the Code.

LEGAL OPINION: Bids shall be conditioned upon the approving opinion of Miller, Canfield, Paddock and Stone, P.L.C., attorneys of Detroit, Michigan, a copy of which opinion will be furnished without expense to the purchaser of the bonds at the delivery thereof. The fees of Miller, Canfield, Paddock and Stone, P.L.C. for services rendered in connection with such approving opinion are expected to be paid from bond proceeds. Except to the extent necessary to issue its approving opinion as to validity of the above bonds, Miller, Canfield, Paddock and Stone, P.L.C. has not been requested to examine or review and has not examined or reviewed any financial documents, statements or materials that have been or may be furnished in connection with the authorization, issuance or marketing of the bonds, and accordingly will not express any opinion with respect to the accuracy or completeness of any such financial documents, statements or materials. In submitting a bid for the bonds, the bidder agrees to the representation of the City by Miller, Canfield, Paddock and Stone, P.L.C., as bond counsel.

DELIVERY OF BONDS: The City will furnish bonds ready for execution at its expense. Bonds will be delivered without expense to the purchaser through DTC in New York, New York, or such other place to be agreed upon. The usual closing documents, including a certificate that

no litigation is pending affecting the issuance of the bonds, will be delivered at the time of delivery of the bonds. If the bonds are not tendered for delivery by twelve o'clock noon, prevailing Eastern Time, on the 45th day following the date of sale, or the first business day thereafter if said 45th day is not a business day, the successful bidder may on that day, or any time thereafter until delivery of the bonds, withdraw its proposal by serving notice of cancellation, in writing, on the undersigned in which event the City shall promptly return the good faith deposit. Payment for the bonds shall be made in Federal Reserve Funds. Accrued interest to the date of delivery of the bonds shall be paid by the purchaser at the time of delivery.

CUSIP NUMBERS: It is anticipated that CUSIP identification numbers will be printed on the bonds, but neither the failure to print such numbers on any bonds nor any error with respect thereto shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and pay for the bonds. Application for CUSIP numbers will be made by MFCI, LLC, financial advisors to the City. The CUSIP Service Bureau's charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

OFFICIAL STATEMENT: An electronic copy of the preliminary Official Statement that the City deems to be final as of its date, except for the omission of information permitted to be omitted by Rule 15c2-12 of the Securities and Exchange Commission, has been prepared and may be obtained from MFCI, LLC, financial advisors to the City, at the email address and telephone listed under FINANCIAL ADVISOR below. MFCI, LLC will provide the winning bidder with an electronic copy of the final Official Statement within 7 business days from the date of sale to permit the purchaser to comply with Securities and Exchange Commission Rule 15c2-12. Within 24 hours of the time of sale, the purchaser may request printed copies of the Official Statement from MFCI, LLC. The purchaser agrees to pay the cost of additional copies.

BOND INSURANCE AT PURCHASER'S OPTION: If the bonds qualify for issuance of any policy of municipal bond insurance or commitment therefor at the option of the bidder/purchaser, the purchase of any such insurance policy or the issuance of any such commitment shall be at the option and expense of the purchaser of the bonds. Any and all increased costs of issuance of the bonds resulting from such purchase of insurance shall be paid by the purchaser, except that if the City has requested and received a rating on the bonds from a rating agency, the City shall pay the fee for the requested rating. Any other rating agency fees shall be the responsibility of the purchaser. **FAILURE OF THE MUNICIPAL BOND INSURER TO ISSUE THE POLICY AFTER THE BONDS HAVE BEEN AWARDED TO THE PURCHASER SHALL NOT CONSTITUTE CAUSE FOR FAILURE OR REFUSAL BY THE PURCHASER TO ACCEPT DELIVERY OF THE BONDS FROM THE CITY.**

CONTINUING DISCLOSURE: As described more fully in the Official Statement, the City has agreed to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, on or prior to the last day of the sixth month after the end of each fiscal year commencing with the fiscal year ended December 31, 2026, (i) certain annual financial information and operating data, including audited financial statements for the preceding fiscal year, generally consistent with the information contained or cross-referenced in the Official Statement relating to the bonds, (ii) timely notice of the occurrence of certain material events with respect to the bonds and (iii) timely notice of a failure by the City to provide the required annual financial information on or before the date specified in (i) above.

FINANCIAL ADVISOR: Further information relating to the bonds may be obtained from MFCI, LLC, 435 Union Street, Milford, MI 48381. Telephone (313) 782-3011. Fax (313) 782-3011. Email wc@mfc.com.

BIDDER CERTIFICATION: NOT "IRAN-LINKED BUSINESS" By submitting a bid, the bidder shall be deemed to have certified that it is not an "Iran-Linked Business" as defined in Act 517 Michigan Public Acts of 2012, being MCL 129.311 et. seq.

THE RIGHT IS RESERVED TO REJECT ANY AND ALL BIDS.

Sonja Djurovic Buffa
City Clerk
City of Warren

8. Useful Life of Project. The estimated period of usefulness of the Projects is hereby declared to be not less than thirty (30) years.

9. Tax Covenant. To the extent one or more series of Bonds are issued on a tax-exempt basis, the City shall, to the extent permitted by law, take all actions within its control necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), including, but not limited to, actions relating to any required rebate of arbitrage earnings and the expenditures and investment of Bond proceeds and moneys deemed to be Bond proceeds.

10. Official Statement; Qualification for Insurance; Ratings. The Authorized Officers are each authorized and directed to cause the preparation and circulation of a preliminary and final Official Statement with respect to the Bonds; to procure qualification of the Bonds for a policy of municipal bond insurance; and to obtain ratings on the Bonds.

11. Continuing Disclosure. The City agrees to enter into a continuing disclosure undertaking for the benefit of the holders and beneficial owners of the Bonds in accordance with the requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission, and the Authorized Officers are each hereby authorized to execute such undertaking prior to delivery of the Bonds.

12. Authorization of Other Actions. The Authorized Officers are each hereby authorized to adjust the final Bond details set forth herein to the extent necessary or convenient to complete the transaction authorized herein, and in pursuance of the foregoing are authorized to exercise the authority and make the determinations authorized pursuant to Section 315(1)(d) of Act 34, Public Acts of Michigan, 2001, as amended, including but not limited to, determinations regarding interest rates, prices, discounts, maturities, principal amounts, denominations, dates of issuance, interest payment dates, redemption rights, the place of delivery and payment, and other matters within the parameters described in this resolution. The Authorized Officers are each authorized and directed to take all other actions necessary or advisable, and to make such other filings with any parties, including the Michigan Department of Treasury, to enable the sale and delivery of the Bonds as contemplated herein.

13. Award of Sale of Bonds. The Authorized Officers are each hereby authorized on behalf of the City to award the sale of the Bonds to the bidder whose bid meets the requirements of law and which produces the lowest true interest cost to the City computed in accordance with the terms of the Official Notice of Sale as published.

14. Rescission. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Sonja Djurovic Buffa, City Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Warren, County of Macomb, State of Michigan, at a regular meeting held on December 9, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Sonja Djurovic Buffa, City Clerk

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City of Warren, Michigan
2026 Capital Bond Issue Projects

HOUSING - JOSEPH COACH MANOR

Balcony Improvements	\$ 2,468,200
Resident Furnace Replacements	\$ 1,464,000
Elevator Upgrade	\$ 925,000
Roof Replacement	\$ 500,000
Window Replacements	\$ 292,800
Siding Replacement	\$ 250,000
Total Housing	<u>\$ 5,900,000</u>

WATER MAIN REPLACEMENTS

Martin Road - (Ryan to David Givens)	\$ 1,300,000
Curie Avenue (Toepfer to 9 Mile)	\$ 1,300,000
Sherwood Avenue - (Toepfer to 9 Mile)	\$ 1,000,000
Saint Louise Drive (Martin to James)	\$ 400,000
Haverhill Drive - (11 Mile to McKinley)	\$ 300,000
Total Water Main Replacements	<u>\$ 4,300,000</u>

WASTE WATER TREATMENT PROJECTS

Dewatering & Incineration Improvements - Construction	\$ 5,000,000
Dewatering & Incineration Improvements - Engineering Fees	\$ 3,000,000
Primary Tunnel Headworks Rehabilitation	\$ 1,400,000
Solids Belt Filter Press Rehabilitation	\$ 525,000
Retention Basin Concrete Repairs	\$ 500,000
Medium Voltage Distribution Switch Replacement	\$ 500,000
SCADA Integration	\$ 500,000
Elevator Rehabilitation	\$ 500,000
Aeration Tanks 1&2 Fall Protection - Phase III	\$ 310,000
Total Waste Water Treatment Projects	<u>\$ 12,235,000</u>

Grand Total	<u><u>\$ 22,435,000</u></u>
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December 1, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for an Increase in Budgeted Revenues and Appropriations – 37th
District Court

Dear Council Secretary Moore:

In her correspondence dated November 5, 2025, the Drug Court Program Administrator requests an increase in budgeted revenues and appropriations in the amount of \$16,520.00 to account for the receipt of a grant from the Michigan Drug Court Grant Program (MDCGP).

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

Respectfully,

Kristina K Battle
Budget Director

Approved: 
Lori M. Stone, Mayor

cc: Rick Fox
Donna Cilluffo

Nov 5, 2025

Kristina Battle, Budget Director
City of Warren Controller's Office
One City Square, Suite 425
Warren, MI 48093-5289

RE: Creating a line item for the 2025-2026 Michigan Drug Court Grant Program (MDCGP) Grant.

Dear Ms. Battle,

Attached, please find a copy of the FY 2026 Drug Treatment Court Award Notification letter, dated 10-30-2025, awarding the 37th District Court Adult Drug Court with a \$16,520.00 MDCGP Grant. This grant will become effective on 10-1-25.

Please create a line item for the \$16,520.00 MDCGP monies.

Thank you for your consideration in this matter.

Sincerely,



Donna Cilluffo, LMSW
Drug Court Administrator

**Michigan Supreme Court
State Court Administrative Office
Michigan Drug Court Grant Program
Fiscal Year 2026 Agreement**

Grantee Name: 37th District Court — Hybrid DWI/Drug Court
Unique Identifier: U10098
Federal ID Number: 38-6006931
Contract Number: 40591
Grant Amount: \$16,520

1. DEFINITIONS GOVERNING AGREEMENT

The definitions below govern the terms used in this Agreement.

- 1.01 The term “Agreement” as used in this document means the Agreement between the State Court Administrative Office (the “SCAO”) and Grantee, and includes any subsequent amendments thereto.
- 1.02 The term “Confidential Information” means confidential and/or proprietary information belonging to the SCAO which is disclosed to the Grantee or which the Grantee otherwise learns of during the course of or as the direct or indirect result of rendering its Services for the SCAO.

Confidential or Proprietary Information not generally known to third parties or to others who could obtain economic value from their disclosure or use of the information. This includes all proprietary information technical, financial, or other information owned by SCAO or any of its vendors, including by way of illustration, but not limitation, computerized data, codes, programs and software, written material, inventions, whether or not patented or patentable, designs, works of authorship, works subject to or under copyright protection, trade secrets or trademark – protected material, performance standards concepts, formulae, charts, statistics, financial records and reports of the SCAO or any entity otherwise affiliated with the SCAO. Confidential or Proprietary Information also includes all confidential and proprietary material that the Grantee may design, author, create, distribute, or produce during the term of this Agreement when rendering Services thereunder. “Confidential Information” also includes all individualized, nonaggregated data relating to individuals, including, but not limited to, personally identifiable information (“PII”) and information protected by the Health Insurance Portability and Accountability Act. All information gained during the course of Grantee’s retention should be presumed confidential unless the information is clearly identified otherwise or the circumstances of disclosure demonstrate it not to be confidential.

- 1.03 The term “Employee Benefits” means any and all employee benefits the SCAO provides to its employees, including, but not limited to, workers’ compensation, retirement, pension, insurance, fringe, educational training, holiday/sick/vacation pay benefits, or any other similar benefits.
- 1.04 The term “Grant Amount” is the amount specified as “Grant Amount” on the first page of this Agreement and includes any increases or reductions under Section 17.

- 1.05 The term "Grantee" as used in this Agreement includes the Grantee(s)/party(ies) with which the SCAO is contracting and the employees with which the SCAO is contracting. "Grantee" includes the term Applicant, as it is used and referenced in this Agreement.
- 1.06 The term "Grantee's agents" as used in this Agreement includes the Grantee's agents, subcontractors, vendors, and subrecipients.
- 1.07 The term "Liabilities" means any and all liabilities, obligations, damages, penalties, claims, costs, fees, charges, and expenses, including, but not limited to, fees and expenses of attorneys and litigation related to the Services provided.
- 1.08 The term "Parties" includes the SCAO, Grantee, and all of their employees.
- 1.09 The term "Pre-existing Inventions, Patented and/or Copyrighted Materials" means such writings, inventions, improvements, or discoveries whether or not under an existing copyright, patent or copyright/patent application or any other third party intellectual property right that were written, invented, made, or discovered by the Grantee, including its employees, and/or subcontractors while engaged in Services prior to this Agreement.
- 1.10 The terms "Program Expenses" and "Expenses" mean all expenses including, but not limited to, license fees and all other types of fees, memberships and dues, automobile and fuel expenses, insurance premiums, copying costs, telephone costs and all other types of costs, and all salary and expenses incurred by the Grantee, and all other compensation paid to the Grantee's employees or subcontractors that the Grantee hires, retains or utilizes for the Grantee's performance under this Agreement. This term includes allowable program costs as articulated in WebGrants, which are contained on the "allowable expense" list and in the program budget. This term also includes Travel Expenses as defined below.
- 1.11 The term "Services" refers to the goods, services, program activities, projects, and initiatives that the Grantee provides under this Agreement, as described in the Scope of Services, Scope of Work, and all descriptions of services in any attachments and amendments to the Agreement.
- 1.12 The term "Taxes" refers to any and all federal, state, and local taxes, including, but not limited to, income taxes, social security taxes, unemployment insurance taxes, and any other taxes or fees for which Grantee is responsible.
- 1.13 The term "Travel Expenses" means expenses Grantee incurs for travel including lodging, mileage, and meals that the Grantee incurs in the reasonable fulfillment of the terms of this Agreement. Reimbursable Travel Expenses must be approved by SCAO before they are incurred.
- 1.14 The term "WebGrants" refers to the web-based grant management system used by SCAO.
- 1.15 The term "Work Product" refers to reports, programs, manuals, tapes, and videos, including training materials, power point presentations or any other written or electronic materials prepared under this Agreement and amendments thereto. It also includes computer data such as programs and software in various stages of development and source codes and object codes, and any other Work Product prepared by the Provider under this Agreement and amendments thereto.

2. PARTIES

This Agreement is between the SCAO and the 37th District Court — Hybrid DWI/Drug Court (Grantee).

3. AMOUNT AND GRANT PROGRAM

- 3.01 The SCAO will reimburse the Grantee up to \$16,520 for the Grantee's expenses under this Agreement.
- 3.02 The grant funding is from the Michigan Drug Court Grant Program

4. PERIOD OF AGREEMENT

This Agreement covers Services rendered during the grant period beginning on October 1, 2025, and ending on September 30, 2026, at 11:59 p.m. ("Agreement Period"), unless the parties agree to an amendment in writing in accordance with Section 26.

5. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties. It does not include any other written or oral agreements, except the following:

- A. Reporting requirements (see Attachment 1),
- B. SCAO Grant Assurances (in WebGrants),
- C. Allowable/disallowable expense list (in WebGrants),
- D. Conditions on Expenses (in WebGrants), and
- E. Approved grant budget (in WebGrants).

6. RELATIONSHIP AND DUTIES

- 6.01 No employer/employee relationship exists between the Parties. Further, no employee or subrecipient of the Grantee is an employee of the SCAO. The Grantee is an independent contractor, not an employee of the SCAO.
- 6.02 The SCAO is not obligated either under this Agreement or by implication to provide and is not liable to the Grantee for failure to provide the Grantee with Employee Benefits. The Grantee is not eligible for and will not receive any Employee Benefits from the SCAO.
- 6.03 The Grantee is responsible for payment of all Taxes arising out of the Grantee's Services in accordance with this Agreement.
- 6.04 The Grantee does not, and shall not, have the authority to enter into contracts on the SCAO's behalf.
- 6.05 Except for the Grant Amount, the SCAO and the Michigan Supreme Court (MSC) have no financial obligation to the Grantee.
- 6.06 The Grantee agrees to comply with all of the Agreement terms, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.

7. REIMBURSEMENT AND BUDGET

- 7.01 This is a reimbursement-based grant.
- 7.02 The Grantee's Expenses are eligible for reimbursement only if the Grantee incurred the Expenses during the time period that this Agreement is effective. Further, the Grantee's Expenses are eligible for reimbursement only after the Grantee has paid the Expenses. Consumable expenses, such as drug tests, are eligible for reimbursement only if the item

can reasonably be consumed (and the Grantee incurred the expense) during the time period that this Agreement is effective.

- 7.03 Unless the SCAO gives prior approval otherwise, the Grantee's Expenses are eligible for reimbursement only if included on the allowable expense list; reasonable, allocable, and necessary (as determined solely by the SCAO); included in the approved budget; and sufficiently substantiated with appropriate documentation (as determined solely by the SCAO).
- 7.04 The Grantee's Expenses are eligible for reimbursement only after the Grantee has exhausted all other available funding options that were designated for the project. Examples of other available funding options include local court or county funding, federal funding (not including other SCAO-administered grants awarded to the Grantee), participant fees, and funding from nonprofit organizations. The Grantee is not required to first spend funds that were not designated for the project. Once the Grantee has exhausted all other available funding options that were designated for the project, then the grant funds under this Agreement can be used. If the Grantee has other available funding options that were designated for the project but relies on the grant funding under this Agreement before exhausting the other options, the SCAO may reduce the reimbursement amount by an amount that is equal to the other available funding options.
- 7.05 The Grantee's Expenses are eligible for reimbursement only if the Grantee is on time and in compliance with the grant reporting requirements in Attachment I and as otherwise required under this Agreement.
- 7.06 Reimbursements for Travel Expenses (such as mileage) may not exceed the lesser of the Grantee's published travel rates or allowable state of Michigan travel rates and must be approved by the SCAO prior to incurring the expense.
- 7.07 The Grantee must request Expense reimbursement on a quarterly basis (see Attachment 1). The request to reimburse each Expense must include the hourly rate or cost per unit, amount of hours worked or number of units, a description of Services provided, the date of the Expense, the amount requested, and proof that the Grantee has paid the Expense.
- 7.08 All Expense reimbursement is subject to the SCAO's approval.
- 7.09 The Grantee agrees to receive payments by electronic funds transfer through Michigan's Statewide Integrated Governmental Management Application (SIGMA) vendor payment system. The Grantee must sign up through the online vendor system to receive reimbursement payments via electronic funds transfers or direct deposits. To register, go to the Department of Technology, Management, and Budget's website.

8. RELIGIOUS PROGRAMMING

- 8.01 The Grantee will not spend grant funds on a program that has a religious component.
- 8.02 Before the Grantee refers a person to, or provides a person with, a program with a religious component, the Grantee must do the following: (1) allow the person to choose whether to participate in the program, (2) ensure that a person who chooses to not participate is not penalized, and (3) provide at least one secular option.

9. ASSIGNMENT

The Grantee may not assign any portion of this Agreement except with prior written approval of the SCAO. If performance is so assigned, all requirements in this Agreement shall apply to such performance and the Grantee shall be responsible for the performance of such Services.

10. PROCURMENT CONTRACTS AND SUBRECIPIENT SUBCONTRACTS

- 10.01 The Grantee may enter into procurement contracts and subcontracts for activities under this grant.
- 10.02 Upon the SCAO's request, the Grantee must provide the SCAO with copies of any procurement subcontracts for activities under this grant.
- 10.03 The Grantee must provide the SCAO with copies of any subrecipient subcontracts prior to requesting reimbursement for subrecipient work. The subrecipient subcontracts must be uploaded in WebGrants.
- 10.04 The Grantee must provide a copy of this Agreement to all subrecipients and subcontractors.

11. CONFIDENTIAL INFORMATION

- 11.01 The parties do not expect that medical and treatment information will be obtained, shared or utilized in this Agreement. However, to the extent that it is, all medical and treatment information of participants served under this Agreement is confidential. The SCAO and the Grantee agree that this information will not be disclosed except as allowed by law.
- 11.02 The Grantee agrees to comply with the Health Insurance Portability and Accountability Act (HIPAA), 42 CFR Part 2, and the Michigan Mental Health Code. Some of these requirements include the following:
 - A. The Grantee and Grantee's agents must not share information that is protected under HIPAA, 42 CFR Part 2, or the Michigan Mental Health Code (the "Protected Information"). The Grantee is liable for the unauthorized use or disclosure of Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - B. The Grantee must include terms in any procurement contract and subrecipient subcontract that the Grantee's agents must not share Protected Information. This includes Protected Information that the SCAO provides to the Grantee.
 - C. The Grantee must have written policies and procedures about using and disclosing Protected Information. The policies and procedures must include provisions that restrict Grantee's employees' access to Protected Information.
 - D. The Grantee must also have a policy to report to the SCAO unauthorized use or disclosure of Protected Information.
- 11.03 During Agreement performance, the SCAO may disclose Confidential Information to the Grantee. The Grantee shall not disclose Confidential Information to any third party without prior approval from the SCAO. If disclosure of Confidential Information is required by law or court order, the Grantee must notify the SCAO within five business days as provided in Section 27 of this Agreement before disclosure and shall reasonably cooperate with the SCAO to (1) narrowly tailor disclosure and (2) support SCAO's efforts to obtain protective orders or other relief as appropriate.
- 11.04 When Grantee is no longer operating a certified problem-solving court and/or when Grantee loses its problem-solving court certification or sooner if requested by SCAO, the

Grantee agrees to return all Confidential Information to the SCAO and permanently delete any electronic copies of the data stored by the Grantee within 30 calendar days thereafter. If requested by the SCAO, the Grantee will provide written confirmation that deletion has been completed.

11.05 This section survives termination or expiration of this Agreement.

12. RIGHTS TO WORK PRODUCT, PRE-EXISTING INVENTIONS, AND IMPROVEMENTS

12.01 All Work Product shall belong to and is owned by the SCAO and is subject to copyright or patent only by the SCAO. The SCAO shall have the right to obtain from the Grantee original materials produced under this Agreement and shall have the right to distribute those materials.

12.02 The SCAO shall have copyright, property, and publication rights in all Work Product developed in connection with this Agreement.

12.03 The SCAO grants the Grantee a royalty-free, nonexclusive license to use any Work Product developed in the course of executing this Agreement that is not Confidential and Proprietary Information as defined in this Agreement. However, the Grantee shall not publish or distribute any Work Product relating to the Services provided under this Agreement.

12.04 The Grantee shall safeguard the Grantee's property, materials and Work Product. The SCAO is not responsible and will not be subject to any Liabilities for any claims related to the loss, damage, or impairment of Provider's property, materials and/or Work Product.

12.05 The Grantee shall promptly disclose in writing to SCAO all Pre-existing Inventions, Patented and/or Copyrighted Materials used to provide Services under this Agreement.

12.06 The Grantee shall assist the SCAO in determining and acquiring copyrights, patents, or other such intellectual property protection for any Work Product for which the SCAO desires to obtain such protection.

12.07 The Grantee warrants that, during the time period that this Agreement is effective, there are no Pre-existing Inventions, Patented and/or Copyrighted Materials for which the Grantee seeks protection or which the Grantee desires to remove from the Agreement provisions before entering into this Agreement. Further, the Grantee warrants that its performance under this Agreement will not infringe upon or misappropriate any third party's patents, copyrights or other intellectual property rights.

12.08 The Grantee further warrants that, during the time period that this Agreement is effective, the Grantee has obtained all material licenses, authorizations, approvals and/or permits required by law to conduct its business generally and to perform its obligations under this Agreement

13. INSURANCE

The Grantee must procure commercial liability insurance or ensure that an adequate amount of money is set aside in its local budget to cover all reasonable claims related to the Grantee's and Grantee's agents' Services under this Agreement.

14. LIABILITY

14.01 The Grantee is responsible for Liabilities and Expenses that result from the Grantee's performance or nonperformance under this Agreement. This subsection does not waive governmental immunity as provided by law.

14.02 The Grantee warrants that, before entering into this Agreement, it is not subject to any liabilities or expenses that could interfere with Agreement performance.

- 14.03 The SCAO is not responsible for Liabilities and Expenses that result from the Grantee's or Grantees' agents' performance, nonperformance, or property.
- 14.04 If Grantee contracts with a private third party to carry out the Grantee's responsibilities under this Agreement, then in that contract Grantee will require the private third parties to indemnify SCAO and the MSC, including their officers, and employees (the "SCAO, MSC and related entities") from any Liabilities that may be imposed upon, incurred by, or asserted against the SCAO, MSC and related entities arising from the acts or omissions of the private third party under such contact. Any private third party who will not agree to such provisions may not be utilized by Grantee to perform services under this Agreement. This subsection does not waive governmental immunity as provided by law.

15. FINANCIAL RECORDS, RETENTION, AND INSPECTION

- 15.01 The Grantee agrees that all Expenses comply with the standard procedures of the Grantee's funding unit.
- 15.02 The Grantee agrees to maintain financial records that follow generally accepted accounting principles.
- 15.03 The Grantee must maintain an accounting system with grant financial records that are kept separately from the Grantee's other financial records.
- 15.04 The Grantee must retain all financial records related to this Agreement for at least five years after the SCAO's final reimbursement to the Grantee. The Grantee is responsible for the costs to retain these records.
- 15.05 If an audit begins before the five-year period expires, and it extends past that period, the Grantee must retain all records until the audit is complete. Based on the audit, the SCAO may adjust reimbursement payments. If the audit reveals that the SCAO overpaid the Grantee, the Grantee must immediately refund those amounts to the SCAO.
- 15.06 The Grantee agrees that the MSC, the SCAO, the Michigan Department of Treasury, the State Auditor General, and these parties' authorized representatives may upon notification audit and copy the Grantee's grant financial records.

16. GRANT REPORTING

- 16.01 The Grantee agrees to timely provide all applicable performance measurement data, including complete and accurate reports as identified in Attachment 1 related to this Agreement so that the SCAO can meet its reporting requirements. Further, the Grantee agrees to follow the grant reporting requirements in Attachment 1.
- 16.02 Further, for each participant who is screened for or accepted into the grant program, the Grantee must timely enter data in compliance with the minimum standards established by the SCAO into the Drug Court Case Management Information System.
- 16.03 When any required report in Attachment 1 is 30 calendar days past due, a delinquency notice will be sent notifying the Grantee that it has 15 calendar days to comply with the reporting requirement. When any required report is 45 calendar days past due, the SCAO may, in its sole discretion, reduce the project budget, suspend or terminate this Agreement, or hold or deny a claim reimbursement in whole or in part. Notices will be sent as provided in Section 27 of this Agreement.

17. INCREASES AND REDUCTIONS IN GRANT AMOUNT

- D. For communications other than those made through WebGrants and as mentioned in Subsection 17.05(B), all notices will be sent as provided in Section 27 of this Agreement.
- 17.06 If at any time during the Agreement Period Grantee determines on its own that it will not fully spend the entire Grant Amount during the Agreement Period, the Grantee must submit a reallocation request to SCAO in WebGrants identifying how much of the Grant Amount the Grantee intends to spend during the Agreement Period, and how much the Grantee would like to return to SCAO. Then, the procedures in Section 17.05(C) will be followed.
- 17.07 Whether or not SCAO changes the Grant Amount through reduction or increase, the Grantee must fully comply with the reporting requirements found in Attachment 1, and the Grantee's obligations under the Agreement will remain in effect until Grantee fully complies.
- 17.08 Section 17 survives termination of this Agreement.

18. SUSPENSION OR TERMINATION OF AGREEMENT

- 18.01 In addition to the provisions set forth in Section 17, the SCAO may, in its sole discretion and without further liability or penalty to the SCAO, reduce the project budget, suspend or terminate this Agreement, or hold or deny a claim reimbursement in whole or in part under any of the following circumstances:
- A. If any of the terms of this Agreement are not adhered to by the Grantee/subrecipients.
 - B. If the Grantee proposes or implements substantial changes to the Scope of Services/Work such that, if originally submitted, the application would not have been selected for funding.
 - C. If the Grantee is not certified or submits false certification or falsifies any other report or document required hereunder. Grantees that are funded with Swift and Sure Sanctions Probation Program funds are exempt from certification requirements in Section 24.
 - D. If the Grantee is charged with or convicted of any criminal activity or offenses during the term of this Agreement or any extension thereof.
 - E. If funding for this Agreement becomes unavailable to the SCAO due to appropriation or budget shortfalls.
 - F. If the Grantee does not comply with an Agreement term, including the reporting requirements, assurances, allowable/disallowable expense list, conditions on expenses, and approved grant budget.
 - G. Under the circumstances in Section 16.
- 18.02 Each Party has the right to terminate this Agreement without cause subject to the conditions below. If the Grantee is the party attempting to terminate the Agreement, the Chief Judge of the Grantee must notify the SCAO in writing of such termination. The Grantee's obligations under the Agreement cannot be terminated, however, until Grantee fulfills all the grant reporting requirements under Attachment 1 as required by the terms of the grant and as otherwise directed by the SCAO. Grantee's obligations under this Agreement will not be terminated until Grantee has met all grant reporting requirements as determined by the SCAO.

18.03 If this Agreement is terminated, the SCAO will make payments to the Grantee for allowable reimbursable expenses not covered by previous payments or other state or federal programs if the costs are adequately documented and appropriately authorized. The Grantee shall immediately refund to the SCAO any funds not authorized for use and any payments or funds advanced to the Grantee in excess of allowable reimbursable expenditures.

18.04 If the SCAO terminates this Agreement under Section 18, with the exception of termination stated in Section 18.01(E), the Grantee is not eligible for SCAO grant funding for two years. After the two-year period, the Grantee must verify in writing with SCAO that the Grantee has corrected the issues.

19. COMPLIANCE WITH LAWS

The Grantee must comply with all federal, state, and local laws and applicable ethics, rules, and canons.

20. MICHIGAN LAW

This Agreement shall be subject to, and shall be enforced and construed under, the laws of the state of Michigan. Further, the parties agree to litigate any disputes arising directly or indirectly from the Agreement in the Court of Claims in the state of Michigan or if the Court of Claims cannot take jurisdiction over the dispute then by the Michigan circuit court determined appropriate by the SCAO.

21. CONFLICT OF INTEREST

Because this Agreement involves federal grant funds and contracts with governmental entities, the SCAO and the Grantee are subject to the provisions of the federal Freedom of Information Act, found in 5 U.S.C. 552 *et seq.*, the Contracts of Public Servants with Public Entities Act, found in MCL 15.321 *et seq.*, and the Standards of Conduct for Public Officers and Employees Act, found in MCL 15.341 *et seq.* Further, the Grantee certifies that the Grantee presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

22. DEBT TO STATE OF MICHIGAN

The Grantee covenants that it is not, and will not become, in arrears to the state of Michigan or any of its subdivisions upon contract, debt, or any other obligation to the state of Michigan or its subdivisions, including real property, personal property, and income taxes.

23. AGREEMENT DISPUTE

The Grantee shall notify the SCAO in writing of the Grantee's intent to pursue a claim against the SCAO for breach of any term of this Agreement within 10 business days of discovery of the alleged breach as provided in Section 27 of this Agreement.

24. PROGRAM CERTIFICATION

Under Michigan law, approval and certification by the SCAO is required to begin or to continue the operation of a drug court, sobriety court, hybrid drug/DWI court, family treatment court, veteran's treatment court or mental health court. Any of these programs that are not certified by Grantee shall not perform any of the functions of that program type, including, but not limited to, receiving grant funding under the law and shall not be covered by this Agreement.

25. PROGRAM REVIEW OR CERTIFICATION SITE VISIT

SIGNATURES OF PARTIES
Michigan Drug Court Grant Program
CONTRACT NUMBER: 40591

30. SIGNATURE OF PARTIES

30.01 This Agreement is not effective unless signed by both Parties.

30.02 The signatures on this Agreement are electronic through the DocuSign system.

30.03 The DocuSign system requires an agent of the Grantee to send this Agreement to the Grantee's Authorizing Official for the Authorizing Official's review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Grantee's Authorizing Official for signature.

Contract is ready for Grantee's Authorizing Official's signature.

30.04 The DocuSign system requires an agent of the SCAO to send this Agreement to the Deputy State Court Administrator for review and signature. Selecting the dropdown below confirms that the Agreement can be sent to the Deputy State Court Administrator for signature.

Contract is ready for SCAO's Authorizing Official's signature.

37th District Court
Hybrid DWI/Drug Court

State Court Administrative Office

Lana Harrison

Elizabeth Rios - Jones

Authorizing Official's Signature

SCAO Official's Signature

Lana Harrison

Elizabeth Rios - Jones

Authorizing Official's Name

SCAO Official's Name

Administrative Assistant

Deputy State Court Administrator

Authorizing Official's Title

SCAO Official's Title

10/30/2025

11/14/2025

Date Signed by Authorizing Official

Date Signed by SCAO Official

**ATTACHMENT 1
 FY 2026 REPORTING REQUIREMENTS
 October 1, 2025, through September 30, 2026**

DCCMIS DATA EXCEPTION REPORT	
DUE DATE	NOTE
November 15, 2025*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before September 30, 2025.
February 15, 2026*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before December 31, 2025.
May 15, 2026*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before March 31, 2026.
August 15, 2026*	Courts must review and correct any outstanding data exceptions in DCCMIS dated on or before June 30, 2026.

DCCMIS USER AUDIT	
DUE DATE	NOTE
January 31, 2026*	Courts will be confirming user access to DCCMIS.

WEBGRANTS USER AUDIT REPORT	
DUE DATE	NOTE
January 31, 2026	Courts will be confirming user access to WebGrants.

CLAIMS	
DUE DATE	NOTE
January 10, 2026	Courts will be reporting on expenditures from October 1, 2025, through December 31, 2025.
April 10, 2026	Courts will be reporting on expenditures from January 1, 2026, through March 31, 2026.
July 10, 2026	Courts will be reporting expenditures from April 1, 2026, through June 30, 2026.
October 10, 2026	Courts will be reporting expenditures from July 1, 2026, through September 30, 2026.

PROGRESS REPORT	
DUE DATE	NOTE
April 30, 2026*	Courts will be reporting on program progress.

* If your court program is in the planning stage (not operational), you are only required to complete this report if the program becomes operational during this fiscal year.

RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS
FOR FISCAL 2026 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

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

WHEREAS, the Drug Court Program Administrator has indicated a need to this Council for an increase in budgeted revenues and appropriations in the amount of \$16,520.00 to account for the receipt of a grant from the Michigan Drug Court Grant Program (MDCGP),

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for the Fiscal 2026 Budget, approves the additional revenues and appropriation of funds to the following budget line items in the General Fund Budget for fiscal 2026 in the amount of \$16,520.00.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Increase Revenues:</u>		
101-0080-53690	Michigan Drug Court Grant FY26	\$ 16,520.00
 <u>Increase Appropriations:</u>		
101-1136-82243	Michigan Drug Court Grant Expense FY26	\$ 16,520.00

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the General Fund Budget for fiscal 2026 in the amount of \$16,520.00.

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



December 1, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for an Adjustment in Budgeted Revenues and Appropriations for
Indigent Defense Special Revenue Fund

Dear Council Secretary Moore:

Upon review, there is a need to this Council for an adjustment in budgeted revenues and appropriations in the amount of \$702,031.14. This budget amendment is needed to account for the receipt of the Indigent Defense Grant - Agreement E20260064-00 and to transfer budgeted appropriations in the amount of \$123,408.57 to comply with state law.

This grant requires the use of FY25 unspent grant funds of \$1,668,838.15.

Respectfully,

Kristina K Battle
Budget Director

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

cc: Rick Fox
Annette Gattari-Ross

GRANT NO E20260064-00

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
City of Warren

GRANTEE/ADDRESS:

Name: Kristina Battle
Title: Financial Officer
Address: 8300 Common Rd., Warren, MI 48093
Phone: (586) 574-4593

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
611 W. Ottawa St.
Lansing, MI 48933
(517) 657-3060

GRANT PERIOD:

From: 10/01/2025 to 09/30/2026

TOTAL AUTHORIZED BUDGET: \$1,270,982.47

State Grant Contribution:	\$1,147,573.90
Local Share Contribution:	\$123,408.57

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: CV0048342

GRANT

This is Grant # E20260064-00 between the Michigan Indigent Defense Commission (Grantor), and City of Warren (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services for all minimum standards approved by LARA and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

1.1 Definitions

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically . The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
 - 1) Budget adjustments less than or equal to 15% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
 - 2) A Budget adjustment involving greater than 15% or \$10,000 (whichever is greater) of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
 - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is \$1,147,573.90 (One Million One Hundred Forty Seven Thousand Five Hundred Seventy Three and 90/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2025, will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing all disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2026

25% disbursement – April 15, 2026

25% disbursement – July 15, 2026 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

- Initial FSR and compliance report for 10/1/25 - 12/31/25 – January 31, 2026
- 2nd FSR and compliance report for 1/1/26 - 3/31/26 – April 30, 2026
- 3rd FSR and compliance report for 4/1/26 - 6/30/26 – July 31, 2026
- Final FSR and compliance report for 7/1/26 - 9/30/26 – October 31, 2026

Any reporting subsequently returned by MIDC Staff should be corrected and resubmitted for review within seven business days.

1.5 Monitoring and Reporting Program Performance

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with , identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

2.4 Share-in-savings

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

2.6 Accounting

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

2.8 Competitive Bidding

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

3.0 Liability

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 Indemnification

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by the Grantor, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

Grantee certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform its obligations under the Grant.

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature: *Laura Kwiecien*

Laura Kwiecien, Department of Licensing and Regulatory
Affairs

Date: 11/15/2025

Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Signature: *Kristen Staley*

Kristen Staley, Executive Director

Date: 10/29/2025

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

Signature: *Kristina Battle*

Representative: Kristina Battle, Financial Officer

Date: 10/29/2025

Funding Unit: City of Warren

GRANT NO. E20260064-00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

FOR OFFICE USE ONLY:		Version # _____	APP # 220517				
Line Item	Qty	Rate	Units	UOM	Total	State Grant	
DIRECT EXPENSES							
Program Expenses							
1	Personnel						
Indigent Defense Coordinator Notes :	1.0000	37.200	1950.000	HRS	72,540.00	72,540.00	
2	Fringe Benefits						
Employer FICA Notes : 7.65% = 5,249.12	0.0000	7.650	72538.460		5,549.19	5,549.19	
Retirement Notes : 10% = 6,861.60	0.0000	10.000	72538.460		7,253.85	7,253.85	
Health Insurance Notes : Hospital/Healthcare	0.0000	28.572	72538.460		20,725.69	20,725.69	
Dental Insurance	0.0000	1.490	72538.460		1,080.82	1,080.82	
Unemployment Insurance	0.0000	0.828	72538.460		600.62	600.62	
Workmens Compensation Notes : Workers Comp. x .26% x 1/2 = 89.20	0.0000	0.130	72538.460		94.30	94.30	
Life Insurance Notes : Life Insurance .296 / 1000 for 12 months = 243.72	0.0000	0.356	72538.460		258.24	258.24	

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Short Term / Long Term Disability Notes : Short-term disability: 1/2 weekly / 10 x .575 = 455.24 Long-term disability: monthly wage / 100*.185 for 12 months = 126.94	0.0000	0.897	68617.000		615.49	615.49
Retirement Notes : H S A 2%	0.0000	2.000	72538.460		1,450.77	1,450.77
Total for Fringe Benefits					37,628.97	37,628.97
Total Program Expenses					110,168.97	110,168.97
Contractual						
1	Contracts for Attorneys					
Managed Assigned Counsel Administration Notes : Hourly rate is going up to \$128 per hour: 128 x 1060=135,680	1.0000	128.000	1060.000	HRS	135,680.00	135,680.00
Assigned Counsel Notes : This is the time needed for shift work. Warren In-Custody Arraignments: 246 anticipated shifts, \$128 per hour, 7 hours estimated, for a total of \$220,416.00 Warren Out-of-Custody (in-courtroom) Arraignments: 246 anticipated shifts, \$128 per hour, 4 hours estimated, for a total of \$125,952.00. Warren Out-of-Custody (in-courtroom) Arraignments: 142	1.0000	128.000	3182.000	HRS	407,296.00	407,296.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

Line Item	Qty	Rate	Units	UOM	Total	State Grant
anticipated shifts, \$128 per hour, 2 hours estimated, for a total of \$36,352.00. Center Line Arraignments: 48 anticipated shifts, \$128per hour, 4 hours estimated, for a total of \$24,576.00. Total for shift work: 128 x 3182= 407,296.00						
Assigned Counsel Notes : This is an estimate of the time needed for hourly work 128 x 5039.470 =645,052.16	1.0000	128.000	4689.043	HRS	600,197.50	600,197.50
Total for Contracts for Attorneys					1,143,173.50	1,143,173.50
2 Contracts for Experts and Investigators						
Investigators	1.0000	125.000	30.000	HRS	3,750.00	3,750.00
Experts	1.0000	12000.000	1.000	MIDC	12,000.00	12,000.00
Total for Contracts for Experts and Investigators					15,750.00	15,750.00
3 Contracts for Construction						
4 Contracts Other						
Total Contractual					1,158,923.50	1,158,923.50
Other Expenses						
1 Equipment						
2 Training/Travel						

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
3	Supplies/Services						
	Zoom Notes : A zoom license is needed (and a zoom connector for the polycom) for in-custody arraignments. The courtroom zoom licenses used for the court are not able to handle the additional traffic. The increased amount of traffic interferes with the communications between the CAFA attorney and individuals in custody. Further, it's a benefit for the CAFA attorney to zoom in remotely. Also, if an attorney calls off last minute, it's much more efficient to find an attorney to jump on zoom as opposed to coming in person. We have noticed that conducting arraignments via zoom has been beneficial to all parties.	1.0000	700.000	0.000	FS	700.00	700.00
	Office Supplies Notes : Paper, forms, toner, supplies.	1.0000	1190.000	0.000	FS	1,190.00	1,190.00
Total for Supplies/Services						1,890.00	1,890.00
Total Other Expenses						1,890.00	1,890.00
TOTAL DIRECT EXPENSES						1,270,982.47	1,270,982.47
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
Total Indirect Costs						0.00	0.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
TOTAL INDIRECT EXPENSES						0.00	0.00
TOTAL EXPENDITURES						1,270,982.47	1,270,982.47

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

	Category	Total	State Grant	Narrative
DIRECT EXPENSES				
Program Expenses				
1	Personnel	72,540.00	72,540.00	The City is reevaluating the Indigent Defense Coordinators salary for the following reasons: -Workload was increased last year more than expected due to monitoring and reporting attorney compensation. -Standard 6 will bring new responsibilities to the Indigent Defense Coordinator such as assisting with monitoring caseloads, gathering and reporting data, and relaying necessary information to the MACC. -Standard 7 is expected to bring new responsibilities to the Indigent Defense Coordinator such as collecting, analyzing, and reporting data from reviews, and maintaining a reviewal schedule for our roster. -COLA
2	Fringe Benefits	37,628.97	37,628.97	The funding unit uses a standard formula for all employees.
Total Program Expenses		110,168.97	110,168.97	
Contractual				
1	Contracts for Attorneys	1,143,173.50	1,143,173.50	Please see notes.
2	Contracts for Experts and Investigators	15,750.00	15,750.00	Based upon the recommendation of MIDC (from previous years) and Macomb County Public Defender's Office standards and policies. We will use MIDC rates unless extraordinary circumstances exist.

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

	Category	Total	State Grant	Narrative
3	Contracts for Construction	0.00	0.00	
4	Contracts Other	0.00	0.00	
Total Contractual		1,158,923.50	1,158,923.50	
Other Expenses				
1	Equipment	0.00	0.00	
2	Training/Travel	0.00	0.00	
3	Supplies/Services	1,890.00	1,890.00	Paper, forms, toner, postage, supplies, zoom license.
Total Other Expenses		1,890.00	1,890.00	
TOTAL DIRECT EXPENSES		1,270,982.47	1,270,982.47	
INDIRECT EXPENSES				
Indirect Costs				
1	Indirect Costs	0.00	0.00	
Total Indirect Costs		0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	
TOTAL EXPENDITURES		1,270,982.47	1,270,982.47	

Source of Funds

	Category	Total	State Grant	Local Share	Other Funding Sources	Narrative
1	Source of Funds					
	State Grant Contribution	1,147,573.90	1,147,573.90	0.00	0.00	
	Local Share Contribution	123,408.57	0.00	123,408.57	0.00	

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

	Program Revenue	0.00	0.00	0.00	0.00	
	Previous Year Unspent Funds	0.00	0.00	0.00	0.00	
	Total Source of Funds	1,270,982.47	1,147,573.90	123,408.57	0.00	
	Totals	1,270,982.47	1,147,573.90	123,408.57	0.00	

RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS
FOR FISCAL 2026 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

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

WHEREAS, the Budget Director and the 37th District Court have indicated a need to this Council for an adjustment to increase total budgeted revenues and appropriations in the amount of \$702,031.14 to account for the Indigent Defense Grant Number E20260064-00 grant award in the amount of \$1,270,982.47, and

WHEREAS, Grant Agreement E20260064-00 with the State of Michigan (MIDC – Department of Licensing and Regulatory Affairs) was awarded by the State of Michigan on November 15, 2025,

WHEREAS, the grant award requires the City of Warren to match \$123,408.57, which is currently budgeted in the 37th District Court – Transfer to Indigent Defense, and the use of FY25 unspent grant funds of \$1,668,838.15,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2026 Budget, approves the increase of total revenues and appropriation of funds to the following budget line items in the Indigent Defense Special Revenue Fund in the amount of \$702,031.14.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Revenues:</u>		
259-0080-69501	Transfer from General Fund	\$ 123,408.57
259-0000-39001	Fund Balance Adjustment	<u>578,622.57</u>
		\$ 702,031.14
 <u>Expenditures:</u>		
259-9259-70600	Permanent Employees	64,300.02
259-9259-71500	Social Security	4,817.71
259-9259-71900	Employee Insurances	10,605.01
259-9259-71905	Retirement Health Savings	1,286.00
259-9259-72201	Retirement Fund – Defined Contribution	6,430.00
259-9259-72700	Office Supplies	(862.66)

259-9259-80100
259-9259-82601

Contractual Services
Counsel for Indigents

8,935.00
606,520.06
\$ 702,031.14

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the Michigan Indigent Defense Commission Special Revenue Fund for fiscal 2026 in the amount of \$702,031.14.

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



December 1, 2025

Ms. Mindy Moore
Council Secretary
City of Warren, Michigan

Re: Request for an Adjustment in Budgeted Revenues and Appropriations for
Indigent Defense Special Revenue Fund

Dear Council Secretary Moore:

Upon review, there is a need to this Council for an adjustment in budgeted revenues and appropriations in the amount of \$702,031.14. This budget amendment is needed to account for the receipt of the Indigent Defense Grant - Agreement E20260064-00 and to transfer budgeted appropriations in the amount of \$123,408.57 to comply with state law.

This grant requires the use of FY25 unspent grant funds of \$1,668,838.15.

Respectfully,

Kristina K Battle
Budget Director

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

cc: Rick Fox
Annette Gattari-Ross

GRANT NO E20260064-00

GRANT BETWEEN
THE STATE OF MICHIGAN
MICHIGAN INDIGENT DEFENSE COMMISSION (MIDC)
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS (LARA)
AND
City of Warren

GRANTEE/ADDRESS:

Name: Kristina Battle
Title: Financial Officer
Address: 8300 Common Rd., Warren, MI 48093
Phone: (586) 574-4593

GRANTOR/ADDRESS:

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
611 W. Ottawa St.
Lansing, MI 48933
(517) 657-3060

GRANT PERIOD:

From: 10/01/2025 to 09/30/2026

TOTAL AUTHORIZED BUDGET: \$1,270,982.47

State Grant Contribution:	\$1,147,573.90
Local Share Contribution:	\$123,408.57

ACCOUNTING DETAIL: Accounting Template No.: 6411113T032

SIGMA Vendor Code: CV0048342

GRANT

This is Grant # E20260064-00 between the Michigan Indigent Defense Commission (Grantor), and City of Warren (Grantee), subject to terms and conditions of this grant agreement (Agreement).

1.0 Statement of Purpose

The purpose of this Grant is to provide funding to assist the Grantee (also referred to as local funding unit) to comply with the Compliance Plan and Cost Analysis approved by the MIDC for the provision of indigent criminal defense services for all minimum standards approved by LARA and the process described in the Michigan Indigent Defense Commission Act (MIDC Act). The funding for this grant is contingent upon an appropriation by the Legislature that is signed by the Governor. Consistent with the MIDC Act, in the event that the funds appropriated apply to less than all of the minimum standards, the funding unit will not be required to fully comply with all of the minimum standards. In the event that an appropriation is insufficient to fully fund this grant, the amount of the grant will be reduced by the Grantor and the funding unit will not be required to fully comply with the minimum standards the original approved grant was designed to allow.

1.1 Definitions

- A. Budget means the detailed statement of estimated costs approved as the Grantee's Cost Analysis and required to implement the Compliance Plan.
- B. Budget Category means the aggregate of all funds in each of the high-level categories within the approved Cost Analysis.
- C. Compliance Plan or Plan is the plan submitted by the local funding unit and approved by the MIDC that specifically addresses how the Grantee shall meet the approved minimum standards established by the MIDC.
- D. Cost Analysis is a statement of the types of expenditures and funding necessary to bring Grantee's indigent defense system into compliance with the approved minimum standards established by the MIDC, including a statement of the funds in excess of the Grantee's local share as defined under the MIDC Act and as outlined in the Compliance Plan.
- E. MIDC Act means the Michigan Indigent Defense Commission Act, Public Act 93 of 2013, MCL 780.991 et seq., as amended, enacted for the purpose of creating the Michigan Indigent Defense Commission and creating minimum standards for the local delivery of indigent criminal defense services that meet the constitutional requirements for the effective assistance of counsel.
- F. Subgrantee means a governmental agency or other legal entity to which an MIDC subgrant is awarded by the Grantee. Attorneys representing indigent defendants, including both public defenders and attorneys contracted to represent indigent defendants, public defender office employees, judges, magistrates, court personnel, and professional service contract vendors shall not be considered subgrantees.
- G. "Substantial Change" to a Compliance Plan is a change to the Plan or Cost Analysis that alters the method of meeting the objectives of the standard(s) in the approved Plan.

1.2 Statement of Work

The Grantee agrees to undertake, perform, and complete the services described in its approved Compliance Plan and in accordance with the MIDC Act, specifically . The Parties to this Agreement enter into this Agreement to facilitate the process described in the MIDC Act, which controls or supersedes any terms of this Agreement. Consistent with the Act and when applicable, an indigent criminal defense system shall comply with the terms of this Agreement in bringing its system into compliance with the minimum standards established by the MIDC within 180 days after receiving funds from the MIDC. Grantee may exceed 180 days for compliance with a specific item needed to meet minimum standards as set forth in the Act. Grantee's Compliance Plan, as submitted and approved by the MIDC, addresses the prescribed methods Grantee has chosen to provide indigent criminal defense services pursuant to MCL 780.993(3). Any substantial changes to the work described in the Compliance Plan must be submitted to the MIDC for approval as set forth in this Agreement prior to any changes being implemented. All provisions and requirements of this Agreement shall apply to any agreements the Grantee may enter into in furtherance of its obligations under this Agreement and Grantee shall be responsible for the performance of any Subgrantee work, as defined in subsection 1.1.

1.3 Detailed Budget

- A. This Agreement does not commit the State of Michigan (State) or the Department of Licensing and Regulatory Affairs (LARA) to approve requests for additional funds at any time.
- B. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, without the prior written consent of the MIDC.
- C. The Grantee agrees that all funds are to be spent as detailed in the Budget, unless a budget adjustment request is approved. See section 1.3(E).
- D. Grantee will maintain a restricted fund within their Local Chart of Accounts for the sole purpose of accounting for the expenses and revenue sources for operation of this grant and the local adult indigent defense system.
- E. All requests for a budget adjustment or substantial changes to the Grantee's Compliance Plan will be submitted quarterly with the Grantee's quarterly report. MIDC staff shall respond to a request in writing within 30 days of receipt.
 - 1) Budget adjustments less than or equal to 15% of the Budget Category total, including adjustments between Budget Categories, do not require approval by MIDC staff, but must be reported quarterly in the next financial status report.
 - 2) A Budget adjustment involving greater than 15% or \$10,000 (whichever is greater) of the aggregate of all funding within a Budget Category requires prior written approval by MIDC Staff and must be reported to the MIDC as soon after the Grantee is aware of the necessity of the Budget adjustment and reported in the Grantee's quarterly report.
 - 3) Any substantial change to a Compliance Plan requires prior approval by MIDC staff and MIDC Commission.

1.4 Payment Schedule

The maximum amount of grant assistance approved is \$1,147,573.90 (One Million One Hundred Forty Seven Thousand Five Hundred Seventy Three and 90/100)

Grantee must report and certify to Grantor by October 31st of each year the balance of any unexpended indigent defense grant funds from the prior fiscal year grant plus any interest earned on the advancement of the state grant funds in the previous fiscal year. Any funds from the previous fiscal year contained in an approved extension of the previous fiscal year's grant for projects that will be completed after September 30, 2025, will be carried over into the current fiscal year and shall not be considered unexpended funds, nor be included in the balance of unexpended funds. The current fiscal year indigent defense grant funds advanced will be reduced by the amount of unexpended funds from the prior fiscal year's grant by reducing all disbursement equally. The maximum amount of grant assistance approved includes the unexpended funds reported from the previous fiscal year.

An initial advance of 25% of the State Grant shall be made to the Grantee upon receipt by the Grantor of a signed Agreement. The Grantor shall make subsequent disbursements of up to 25% of the total state grant amount in accordance with the following schedule:

Initial Advance of 25% of total grant – Within 15 days of receipt of executed agreement

25% disbursement – January 15, 2026

25% disbursement – April 15, 2026

25% disbursement – July 15, 2026 (final payment)

The above schedule of disbursement of funds is contingent upon receipt of quarterly reporting as addressed in this section and section 1.5 of this document. Any disputed matters shall not cause delay in remitting any disbursements or in issuing a grant contract and funds for the next fiscal year. Disputed matters shall be acted on independently from undisputed matters. The financial status report (FSR) report must be submitted on the form provided by the MIDC/LARA and indicate:

Grant funds received to date;

Expenditures for the reporting period by budget category; and;

Cumulative expenditures to date by budget category;

The quarterly FSR must be supported and accompanied by documentation of those grant funded expenditures incurred for the reporting period, including but not limited to:

- The general ledger for the restricted local indigent defense fund, including a detailed expenditure report with all expenditure detail within the budget categories, which must include documentation of payments to contract attorneys either by individual invoice or by report of payments made, by attorney;

- All invoices related to experts and investigators;
- All invoices related to construction; and
- Personnel detail including full-time equivalency of any grant funded positions, including total compensation for that position;

Upon request, Grantee shall provide the MIDC with additional documentation/verification of expenditures under the grant within 30 days of the making of the request. Any additional documentation/verification of expenditures shall not delay issuance of a grant contract or grant disbursements. Grantee's documentation of expenditures shall be maintained according to record retention policies for audit purposes in order to comply with this Agreement. Grantee will be held to the full contribution of the Local Share within the original one-year grant period.

The quarterly FSR and standards compliance report as addressed in Section 1.5, shall be provided in accordance with the following schedule:

Initial FSR and compliance report for 10/1/25 - 12/31/25 – January 31, 2026

2nd FSR and compliance report for 1/1/26 - 3/31/26 – April 30, 2026

3rd FSR and compliance report for 4/1/26 - 6/30/26 – July 31, 2026

Final FSR and compliance report for 7/1/26 - 9/30/26 – October 31, 2026

Any reporting subsequently returned by MIDC Staff should be corrected and resubmitted for review within seven business days.

1.5 Monitoring and Reporting Program Performance

- A. **Monitoring.** The Grantee shall monitor performance to assure that time schedules are being met and projected work is being accomplished.
- B. **Quarterly Reports.** The Grantee shall submit to the Grantor quarterly program reports on compliance with the minimum standards and participate in follow up and evaluation activities. Compliance reports include narrative responses containing a description of the Grantee's compliance with , identifying problems or delays, actual, real or anticipated and any significant deviation from the approved Compliance Plan. Grantee will use its best efforts to provide data relevant to assessing compliance as contained in the compliance reporting template requested by MIDC. If Grantee is unable to provide the information requested by the report, Grantee will demonstrate in writing the steps taken to assess what information is currently available and how to retrieve it. Grantee also agrees to work with MIDC research staff to seek additional options or ideas for the collection and retrieval of this information.

PART II - GENERAL PROVISIONS

2.1 Project Changes

Grantee must obtain prior written approval for substantial changes to the compliance plan from Grantor.

2.2 Delegation

Grantee must notify the MIDC at least 90 calendar days before any proposed delegation with reasonable detail about Subgrantee and the nature and scope of the activities delegated. If any obligations under this Grant are delegated, Grantee must: (a) be the sole point of contact regarding all contractual project matters, including payment and charges for all Grant activities; (b) make all payments to the Subgrantee; and (c) incorporate the terms and conditions contained in this Grant in any subgrant with Subgrantee. Grantee remains responsible for the completion of the Grant activities and compliance with the terms of this Grant.

2.3 Program Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be recorded in the Grantee's restricted indigent defense fund and included in the quarterly FSRs. The grant award shall not be increased by the amount of interest earned. Any grant funds attributable to interest and not spent at the end of the grant period shall be returned to the State or included in future grant awards from the MIDC consistent with MCL 780.993(15).

2.4 Share-in-savings

Grantor expects to share in any cost savings realized by Grantee in proportion of the grant funds to the local share.

2.5 Purchase of Equipment

The purchase of equipment must be made pursuant to Grantee's established purchasing policy and if not specifically listed in the Budget, Grantee must have prior written approval of Grantor. Equipment is defined as non-expendable personal property having a useful life of more than one year. Such equipment shall be retained by Grantee unless otherwise specified at the time of approval.

2.6 Accounting

Grantee must establish and maintain a restricted indigent defense fund in its local chart of accounts to record all transactions related to the Grant. The restricted fund will not lapse to the local general fund at the close of Grantee's fiscal year. Grantee shall adhere to the Generally Accepted Accounting Principles and shall maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. Grantee's overall financial management system must ensure effective control over and accountability for all indigent defense funds received. Where the Grantee uses a nonprofit entity to provide indigent defense services as contemplated in its compliance plan and cost analysis, the Grantee shall ensure that the contract or agreement defining the nonprofit entities relationship allows for reasonable access, in its sole discretion, to financial records for monitoring by the Grantee and its representatives. Accounting records must be supported by source documentation of expenditures including, but not limited to, balance sheets, general

ledgers, payroll documents, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.7 Records Maintenance, Inspection, Examination, and Audit

Grantor or its designee may audit Grantee and the restricted indigent defense fund account to verify compliance with this Grant. Grantee must retain and provide to Grantor or its designee upon request, all financial and accounting records related to the Grant through the term of the Grant and for 7 years after the latter of termination, expiration, or final payment under this Grant or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Grantee must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, Grantor and its authorized representatives or designees have the right to enter and inspect Grantee's premises or any other places where Grant activities are being performed, and examine, copy, and audit all records related to this Grant. Grantee must cooperate and provide reasonable assistance. If any financial errors have occurred, the amount in error must be reflected as a credit or debit on subsequent disbursements until the amount is paid or refunded. Any remaining balance must be reported by Grantee to Grantor by October 31 of each year as required under the MIDC Act.

This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

2.8 Competitive Bidding

Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition, consistent with Grantee's purchasing policies. Sole source contracts should be negotiated to the extent that such negotiation is possible. Attorney contracts for representation of indigent or partially indigent defendants, and contracts for managed assigned counsel coordinators, are exempt from a competitive bid process but must meet standard internal procurement policies, as applicable.

3.0 Liability

The State is not liable for any costs incurred by Grantee before the start date or after the end date of this Agreement. Liability of the State is limited to the terms and conditions of this Agreement and the total grant amount.

3.1 Safety

Grantee and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. Grantee and every subgrantee are responsible for compliance with all federal, state, and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. Grantee, and all subgrantees shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

3.2 Indemnification

Each party to the Grant must seek its own legal representation and bear its own legal costs; including judgments, in any litigation which may arise from the performance of this Grant and/or Agreement. It is specifically understood and agreed that neither party will indemnify the other party in any such litigation.

3.3 Failure to Comply and Termination

A. Failure to comply with duties and obligations under the grant program as set forth in Public Act 93 of 2013, as amended, is subject to the procedures contained in sections 15 and 17 of the Act.

B. Termination for Convenience

Grantor may immediately terminate this Grant in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. If Grantor terminates this Grant for convenience, Grantor will pay all reasonable costs for approved Grant responsibilities. If the parties cannot agree to the cost to be paid by the Grantor, the parties shall attempt to resolve the dispute by mediation pursuant to MCL 780.995. Grantee's duty to comply with MIDC standards is limited to funding covering the cost of compliance as set forth in the Act.

3.4 Conflicts and Ethics

Grantee will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Grant; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Grant; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Grantee, any consideration contingent upon the award of the Grant. Grantee must immediately notify Grantor of any violation or potential violation of this Section. This Section applies to Grantee, any parent, affiliate, or subsidiary organization of Grantee, and any subgrantee that performs Grant activities in connection with this Grant.

3.5 Non-Discrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 to 37.2804, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., Grantee and its subgrantees agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Grant.

3.6 Unfair Labor Practices

Under MCL 423.324, the State may void any Grant with a grantee or subgrantee who appears on the Unfair Labor Practice register compiled under MCL 423.322.

3.7 Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or act of God that are beyond its control and without its fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees except where the MIDC determines that an unforeseeable condition prohibits timely compliance pursuant to MCL 780.993, Sec. 13(11).

4.0 Certification Regarding Debarment

Grantee certifies, by signature to this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal or state department or agency. If Grantee is unable to certify to any portion of this statement, Grantee shall attach an explanation to this Agreement.

4.1 Illegal Influence

Grantee certifies, to the best of its knowledge and belief that:

- A. No federal appropriated funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this grant, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Grantee shall require that the language of this certification be included in the award documents for all grants or subcontracts and that all subrecipients shall certify and disclose accordingly.

The State has relied upon this certification as a material representation. Submission of this certification is a prerequisite for entering into this Agreement imposed by 31 USC 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee certifies, to the best of its knowledge and belief that no state funds have been paid nor will be paid, by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any state agency, a member of the Legislature, or an employee of a member of the Legislature in connection with the awarding of any state contract, the making of any state grant, the making of any state

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state contract, grant, loan or cooperative agreement.

4.2 Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles. All claims relating to, or arising out of, this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved as outlined in Sec. 15 of PA93 of 2013, as amended.

4.3 Disclosure of Litigation, or Other Proceeding

Grantee must notify Grantor within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively Proceeding) that arises during the term of the Grant against a public defender office, an attorney employed by a public defender office, or an attorney contracted to perform indigent defense functions funded by the Grantee that involves: (a) a criminal Proceeding; (b) a civil Proceeding involving a claim that, after consideration of Grantee's insurance coverages, would adversely affect Grantee's viability; (c) a civil Proceeding involving a governmental or public entity's claim or written allegation of fraud related to performance of the Grant; or (d) a Proceeding challenging any license that an attorney practicing on behalf of a public defender office or an attorney practicing pursuant to a contract to perform indigent defense functions for Grantee is required to possess in order to perform under this Grant.

4.4 Assignment

Grantee may not assign this Grant to any other party without the prior approval of Grantor. Upon notice to Grantee, Grantor, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Grant to any other party. If Grantor determines that a novation of the Grant to a third party is necessary, Grantee will agree to the novation, provide all necessary documentation and signatures, and continue to perform its obligations under the Grant.

4.5 Entire Grant and Modification

This Grant is the entire agreement and replaces all previous agreements between the parties for the Grant activities. Pursuant to the MIDC Act, the MIDC shall promulgate policies necessary to carry out its powers and duties. The MIDC may also provide guides, instructions, informational pamphlets for the purpose of providing guidance and information with regard to the Grant and MIDC policies. This Agreement supersedes all terms of MIDC policies, guides, instructions, informational pamphlets and any other explanatory material that is in conflict with the Agreement. This Agreement may not be amended except by a signed written agreement between the parties.

4.6 Grantee Relationship

Grantee assumes all rights, obligations, and liabilities set forth in this Grant. Grantee, its employees, and its agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Grant. Grantee,

and not Grantor or the State of Michigan, is responsible for the payment of wages, benefits, and taxes of Grantee's employees. Prior performance does not modify Grantee's status as an independent grantee.

4.7 Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with section 15 of Public Act 93 of 2013. The dispute will be referred to the parties' respective representatives or program managers. Such referral must include a description of the issues and all supporting documentation. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance or performance would require Grantee to spend in excess of the Local Share as defined by MCL 780.983(h).

5.0 Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1 Signatories

The signatories warrant that they are empowered to enter into this Agreement and agree to be bound by it.

Signature: *Laura Kwiecien*

Laura Kwiecien, Department of Licensing and Regulatory
Affairs

Date: 11/15/2025

Bureau of Finance and Administrative Services
Department of Licensing and Regulatory Affairs
State of Michigan

Signature: *Kristen Staley*

Kristen Staley, Executive Director

Date: 10/29/2025

Michigan Indigent Defense Commission
Department of Licensing and Regulatory Affairs
State of Michigan

Signature: *Kristina Battle*

Representative: Kristina Battle, Financial Officer

Date: 10/29/2025

Funding Unit: City of Warren

GRANT NO. E20260064-00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

FOR OFFICE USE ONLY:		Version # _____	APP # 220517				
Line Item	Qty	Rate	Units	UOM	Total	State Grant	
DIRECT EXPENSES							
Program Expenses							
1	Personnel						
Indigent Defense Coordinator Notes :	1.0000	37.200	1950.000	HRS	72,540.00	72,540.00	
2	Fringe Benefits						
Employer FICA Notes : 7.65% = 5,249.12	0.0000	7.650	72538.460		5,549.19	5,549.19	
Retirement Notes : 10% = 6,861.60	0.0000	10.000	72538.460		7,253.85	7,253.85	
Health Insurance Notes : Hospital/Healthcare	0.0000	28.572	72538.460		20,725.69	20,725.69	
Dental Insurance	0.0000	1.490	72538.460		1,080.82	1,080.82	
Unemployment Insurance	0.0000	0.828	72538.460		600.62	600.62	
Workmens Compensation Notes : Workers Comp. x .26% x 1/2 = 89.20	0.0000	0.130	72538.460		94.30	94.30	
Life Insurance Notes : Life Insurance .296 / 1000 for 12 months = 243.72	0.0000	0.356	72538.460		258.24	258.24	

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

Line Item	Qty	Rate	Units	UOM	Total	State Grant
Short Term / Long Term Disability Notes : Short-term disability: 1/2 weekly / 10 x .575 = 455.24 Long-term disability: monthly wage / 100*.185 for 12 months = 126.94	0.0000	0.897	68617.000		615.49	615.49
Retirement Notes : H S A 2%	0.0000	2.000	72538.460		1,450.77	1,450.77
Total for Fringe Benefits					37,628.97	37,628.97
Total Program Expenses					110,168.97	110,168.97
Contractual						
1	Contracts for Attorneys					
Managed Assigned Counsel Administration Notes : Hourly rate is going up to \$128 per hour: 128 x 1060=135,680	1.0000	128.000	1060.000	HRS	135,680.00	135,680.00
Assigned Counsel Notes : This is the time needed for shift work. Warren In-Custody Arraignments: 246 anticipated shifts, \$128 per hour, 7 hours estimated, for a total of \$220,416.00 Warren Out-of-Custody (in-courtroom) Arraignments: 246 anticipated shifts, \$128 per hour, 4 hours estimated, for a total of \$125,952.00. Warren Out-of-Custody (in-courtroom) Arraignments: 142	1.0000	128.000	3182.000	HRS	407,296.00	407,296.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

Line Item	Qty	Rate	Units	UOM	Total	State Grant
anticipated shifts, \$128 per hour, 2 hours estimated, for a total of \$36,352.00. Center Line Arraignments: 48 anticipated shifts, \$128per hour, 4 hours estimated, for a total of \$24,576.00. Total for shift work: 128 x 3182= 407,296.00						
Assigned Counsel Notes : This is an estimate of the time needed for hourly work 128 x 5039.470 =645,052.16	1.0000	128.000	4689.043	HRS	600,197.50	600,197.50
Total for Contracts for Attorneys					1,143,173.50	1,143,173.50
2 Contracts for Experts and Investigators						
Investigators	1.0000	125.000	30.000	HRS	3,750.00	3,750.00
Experts	1.0000	12000.000	1.000	MIDC	12,000.00	12,000.00
Total for Contracts for Experts and Investigators					15,750.00	15,750.00
3 Contracts for Construction						
4 Contracts Other						
Total Contractual					1,158,923.50	1,158,923.50
Other Expenses						
1 Equipment						
2 Training/Travel						

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
3	Supplies/Services						
	Zoom Notes : A zoom license is needed (and a zoom connector for the polycom) for in-custody arraignments. The courtroom zoom licenses used for the court are not able to handle the additional traffic. The increased amount of traffic interferes with the communications between the CAFA attorney and individuals in custody. Further, it's a benefit for the CAFA attorney to zoom in remotely. Also, if an attorney calls off last minute, it's much more efficient to find an attorney to jump on zoom as opposed to coming in person. We have noticed that conducting arraignments via zoom has been beneficial to all parties.	1.0000	700.000	0.000	FS	700.00	700.00
	Office Supplies Notes : Paper, forms, toner, supplies.	1.0000	1190.000	0.000	FS	1,190.00	1,190.00
Total for Supplies/Services						1,890.00	1,890.00
Total Other Expenses						1,890.00	1,890.00
TOTAL DIRECT EXPENSES						1,270,982.47	1,270,982.47
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
Total Indirect Costs						0.00	0.00

Cost Analysis Detail for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

	Line Item	Qty	Rate	Units	UOM	Total	State Grant
TOTAL INDIRECT EXPENSES						0.00	0.00
TOTAL EXPENDITURES						1,270,982.47	1,270,982.47

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

	Category	Total	State Grant	Narrative
DIRECT EXPENSES				
Program Expenses				
1	Personnel	72,540.00	72,540.00	The City is reevaluating the Indigent Defense Coordinators salary for the following reasons: -Workload was increased last year more than expected due to monitoring and reporting attorney compensation. -Standard 6 will bring new responsibilities to the Indigent Defense Coordinator such as assisting with monitoring caseloads, gathering and reporting data, and relaying necessary information to the MACC. -Standard 7 is expected to bring new responsibilities to the Indigent Defense Coordinator such as collecting, analyzing, and reporting data from reviews, and maintaining a reviewal schedule for our roster. -COLA
2	Fringe Benefits	37,628.97	37,628.97	The funding unit uses a standard formula for all employees.
Total Program Expenses		110,168.97	110,168.97	
Contractual				
1	Contracts for Attorneys	1,143,173.50	1,143,173.50	Please see notes.
2	Contracts for Experts and Investigators	15,750.00	15,750.00	Based upon the recommendation of MIDC (from previous years) and Macomb County Public Defender's Office standards and policies. We will use MIDC rates unless extraordinary circumstances exist.

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

	Category	Total	State Grant	Narrative
3	Contracts for Construction	0.00	0.00	
4	Contracts Other	0.00	0.00	
Total Contractual		1,158,923.50	1,158,923.50	
Other Expenses				
1	Equipment	0.00	0.00	
2	Training/Travel	0.00	0.00	
3	Supplies/Services	1,890.00	1,890.00	Paper, forms, toner, postage, supplies, zoom license.
Total Other Expenses		1,890.00	1,890.00	
TOTAL DIRECT EXPENSES		1,270,982.47	1,270,982.47	
INDIRECT EXPENSES				
Indirect Costs				
1	Indirect Costs	0.00	0.00	
Total Indirect Costs		0.00	0.00	
TOTAL INDIRECT EXPENSES		0.00	0.00	
TOTAL EXPENDITURES		1,270,982.47	1,270,982.47	

Source of Funds

	Category	Total	State Grant	Local Share	Other Funding Sources	Narrative
1	Source of Funds					
	State Grant Contribution	1,147,573.90	1,147,573.90	0.00	0.00	
	Local Share Contribution	123,408.57	0.00	123,408.57	0.00	

Cost Analysis Summary for Compliance Plan and Cost Analysis Renewal - FY 2026
 Agency: City of Warren
 Application: Compliance Plan and Cost Analysis Renewal - FY 2026

12/1/2025

	Program Revenue	0.00	0.00	0.00	0.00	
	Previous Year Unspent Funds	0.00	0.00	0.00	0.00	
	Total Source of Funds	1,270,982.47	1,147,573.90	123,408.57	0.00	
	Totals	1,270,982.47	1,147,573.90	123,408.57	0.00	

RESOLUTION AMENDING GENERAL REVENUES AND APPROPRIATIONS
FOR FISCAL 2026 BUDGET

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

PRESENT: Council Members _____

ABSENT: Council Members _____

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

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

WHEREAS, the Budget Director and the 37th District Court have indicated a need to this Council for an adjustment to increase total budgeted revenues and appropriations in the amount of \$702,031.14 to account for the Indigent Defense Grant Number E20260064-00 grant award in the amount of \$1,270,982.47, and

WHEREAS, Grant Agreement E20260064-00 with the State of Michigan (MIDC – Department of Licensing and Regulatory Affairs) was awarded by the State of Michigan on November 15, 2025,

WHEREAS, the grant award requires the City of Warren to match \$123,408.57, which is currently budgeted in the 37th District Court – Transfer to Indigent Defense, and the use of FY25 unspent grant funds of \$1,668,838.15,

NOW, THEREFORE, BE IT RESOLVED, that the City Council by amending the original General Appropriation Resolution for Fiscal 2026 Budget, approves the increase of total revenues and appropriation of funds to the following budget line items in the Indigent Defense Special Revenue Fund in the amount of \$702,031.14.

<u>Account Number</u>	<u>Account Title</u>	<u>Amount</u>
<u>Revenues:</u>		
259-0080-69501	Transfer from General Fund	\$ 123,408.57
259-0000-39001	Fund Balance Adjustment	<u>578,622.57</u>
		\$ 702,031.14
 <u>Expenditures:</u>		
259-9259-70600	Permanent Employees	64,300.02
259-9259-71500	Social Security	4,817.71
259-9259-71900	Employee Insurances	10,605.01
259-9259-71905	Retirement Health Savings	1,286.00
259-9259-72201	Retirement Fund – Defined Contribution	6,430.00
259-9259-72700	Office Supplies	(862.66)

259-9259-80100
259-9259-82601

Contractual Services
Counsel for Indigents

8,935.00
606,520.06
\$ 702,031.14

BE IT FURTHER RESOLVED, that the City Council hereby revises the estimated revenues and appropriations for the Michigan Indigent Defense Commission Special Revenue Fund for fiscal 2026 in the amount of \$702,031.14.

AYES: Council Members _____

NAYS: Council Members _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

MINDY MOORE
Secretary of the Council

CERTIFICATION

STATE OF MICHIGAN)

) SS

COUNTY OF MACOMB)

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

SONJA BUFFA
City Clerk



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

DATE: NOVEMBER 21, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: ITB-W-1685; RECOMMENDATION OF AWARD TO FURNISH FOUR (4) NEW BMW NIGHT BLACK MOTORCYCLES

The Purchasing Division concurs with the Police Department and recommends that Bid ITB-W-1685; to Furnish Four (4) New BMW Night Black Motorcycles, be awarded to the sole bidder, BMW Motorcycles of Southeast Michigan, 14855 Sheldon Road, Plymouth, MI 48170, in the total amount of \$154,577.04.

On Wednesday, November 19, 2025 at 1:00 PM local time, electronic bids to furnish Four (4) New 2026 BMW Night Black Motorcycles were publicly opened. Bids were solicited through the BidNet® (MITN) system. One (1) vendor responded with a bid, which is detailed on the attached bid tabulation sheets for your review.

If approved by your honorable body, the award will include a 3-year factory warranty and the installation of City-furnished Raptor radars, Setcom radio receivers and Axon light activation triggers for body cameras on each motorcycle and will be utilized by the Motor Traffic Division.

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

Respectfully Submitted,


Signed by:

D3220749F3AC487...
Shanah Turner
Assistant Buyer

Read and Concur,

Signed by:

E610E2D7FFE5449...
Craig Treppa
Purchasing Agent

Signed by:

F6FDC83AE1C142B...
Kris Battle
Budget Director

DocuSigned by:

CF2C773236C54C9...
Richard Fox
Controller

Signed by:

F040B73E57F248E...
Lori M. Stone
Mayor

AS-READ BID SUMMARY

City of Warren 1 City Square Warren MI 48093		BID: ITB-W-1685 Bid Opening Date: 11/19/2025 Department: POLICE	
Product or Service: FURNISH FOUR (4) NEW 2026 BMW NIGHT BLACK MOTORCYCLES			
BIDDER		GRAND TOTAL	
BMW MOTORCYCLES OF MICHIGAN		\$	154,577.04

ITB-W-1685

BMW MOTORCYCLES SE MICHIGAN
AS-READ BID DETAIL

FURNISH FOUR (4) NEW
NIGHT BLACK MOTORCYCLES

ITEM	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
A.	2026 BMW NIGHT BLACK MOTORCYCLE	4	\$ 36,569.26	\$ 146,277.04
B.	INSTALLATION OF CITY-FURNISHED KUSTOM SIGNALS RAPTOR RP-1 RADAR WITH FRONT AND BACK RADAR ANTENNAS	4	\$ 480.00	\$ 1,920.00
C.	INSTALLATION OF CITY-FURNISHED SETCOM PIT AND PA TRANSCEIVER MBT-B	4	\$ 240.00	\$ 960.00
D.	INSTALLATION OF CITY-FURNISHED AXON LIGHT ACTIVATION TRIGGER FOR BODY CAMERA	4	\$ 480.00	\$ 1,920.00
E.	3-YEAR WARRANTY	4	INCLUDED IN BASE PRICE	
F.	DELIVERY/TITLE/STATE FEES	4	\$ 235.00	\$ 940.00
G.	ADDITIONAL LABOR COSTS	LOT	\$ 640.00	\$ 2,560.00
GRAND TOTAL:				\$ 154,577.04

BMW Motorcycles SE Michigan quoted on 2026 BMW R1300 RTP - Night Black.



Warren Police Department
29900 CIVIC CENTER BLVD,
WARREN, MI 48093
(586) 574-4700

November 20, 2025

Mr. Craig Treppa, Purchasing Agent, City of Warren

RE: Multiple Vehicle Purchase Request – BID #ITB-W-1685

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 by our Motor Traffic Division. The price listed below was obtained via BID #ITB-W-1685 and includes: installation of Raptor radars, installation of Setcom transceivers (radio), installation of Axon light activation triggers for body cameras, delivery/title/state fees and additional labor costs. Please note, the cost below does not include the optional two-year extended warranties listed in the bid documents.

In an effort to remain fiscally responsible and continue our operational effectiveness, we will rotate the older, high-mileage vehicles out of the fleet and place the new ones into the bureaus and divisions as needed. This expenditure aligns with the 2025-2026 budget, under GL #261-9261-82214.

<u>Quantity</u>	<u>Vehicle</u>	<u>Total</u>
4	2026 BMW Night Black Motorcycles	\$154,577.04

BMW Motorcycles SE Michigan
14855 Sheldon Rd.
Plymouth, MI 48170
734-453-0500

Respectfully,

Signed by:
Brent Chisolm
9203B4FAD4AC476...
Brent Chisolm, Captain
Warren Police Department
Administration

RESOLUTION

Document No: ITB-W-1685

Product or Service: Furnish Four (4) New BMW Night Black Motorcycles

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 _____.

Electronic bids were accepted, publicly opened and read on Wednesday, November 19, 2025 at 1:00pm Local Time.

The following bids have been received by City Council:

BIDDER:

AMOUNT:

Please see attached bid tabulation

The bid of BMW Motorcycles of Southeast Michigan, 14855 Sheldon Road, Plymouth, MI 48170, has been determined to be the sole bidder to furnish four (4) New BMW Night Black Motorcycles, in the total amount of \$154,577.04.

Funds are available in account number: 261-9261-82214.

IT IS RESOLVED, that the bid of BMW Motorcycles of Southeast Michigan is hereby accepted by City Council for the purchase of four (4) New BMW Night Black Motorcycles, in the total amount of \$154,577.04.

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

- Bid document
- Contract
- Resolution

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

AYES: Councilmembers: _____

NAYS: Councilmembers: _____

RESOLUTION DECLARED ADOPTED this ____ day of _____, 2025.

Mindy Moore
Secretary of the Council



DATE: November 24, 2025

Lori M. Stone, Mayor
City of Warren

RE: Request for Proposals: City-Wide HVAC Maintenance Services

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:

David Muzzarelli, Public Service Director, or his designee
Mary Michaels, Acting City Attorney or her designee
Jeff Reeves, Building Maintenance Director, or his designee
Richard Fox, City Controller, or his designee
Jared Gajos, Human Resource Director, or his designee
Craig Treppa, Purchasing Agent

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,

READ AND CONCUR:

DocuSigned by:
David Muzzarelli
A310AB08BBC84DD...
David Muzzarelli
Public Service Director

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



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: DECEMBER 1, 2025
TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
SUBJECT: SOL-W-1725; RECOMMENDATION OF AWARD TO PURCHASE EAST JORDAN HYDRANTS AND HYDRANT PARTS

The Purchasing Division concurs with the Water Division and recommends that City Council waive the bid process and award the purchase of East Jordan Hydrants and Hydrant Parts to the sole source provider, EJ USA, Inc., 13001 Northend Avenue, Oak Park, Michigan 48237-3297, for a two (2) year period, in an annual amount not to exceed \$325,000.00.

EJ USA, Inc. is the sole distributor in Southeast Michigan for genuine East Jordan fire hydrants, parts and water main materials. The hydrants and hydrant parts are used by the Water Division to repair/replace broken/outdated hydrants and also to replace hydrants as reflected by City Ordinances throughout the water distribution system.

If approved by your honorable body, this award shall commence on January 17, 2026, or upon the official date of City Council approval, whichever occurs later, for a two (2) year period, in an annual amount not to exceed \$325,000.00.

Funds for this purchase are available in the following account 592-0000-11000.

Respectfully Submitted,

Signed by:
Shanah Turner
D3220749F3AC487...
Shanah Turner
Assistant Buyer

Read and Concur,

Signed by:
Craig Treppa
E610E2D7FFE5449...
Craig Treppa
Purchasing Agent

Signed by:
Kris Battle
F6FDC83AE1C142B...
Kris Battle
Budget Director

DocuSigned by:
Richard Fox
CF2C773236C54C9...
Richard Fox
Controller

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



EJ
301 Spring Street
PO Box 439
East Jordan, MI 49727-0439

+1 231 536 2261
800 874 4100
ejco.com

November 26, 2025

City of Warren
David Koss, Superintendent, Water Division
Derek Richter, Deputy Superintendent, Water Division
12821 Stephens
Warren, MI 48089

Dear David and Derek,

EJ is the leader in the design, manufacture and distribution of access solutions and municipal construction castings for water, sewer, drainage, telecommunications and utility networks worldwide.

EJ is the sole manufacturer of fire hydrants that the City of Warren uses and specifies. Specifying EJ products ensures continued interchangeability with current products.

Our 140+ years of experience and knowledge has built a reputation for high quality products that meet or exceed local specifications. We are proud to be an American manufacturer with headquarters in East Jordan, MI. The Detroit Branch will assist you with your supply of this product or any other information you may require. Please contact Randy White or Sharon Zalewski at 248 546 2004.

Best regards,

EJ USA, Inc.

Luke Darby
Water Products Sales Manager

cc: Randy White, Sales Representative
Sharon Zalewski, Branch Manager



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

David Koss
Superintendent

November 14, 2025

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

Re: SOL-W-1725 Purchase of Fire Hydrants, Parts and Water Materials

Dear Mr. Treppa:

The Water Division is requesting approval to purchase East Jordan Fire Hydrants, hydrant parts, water main materials and parts from EJ USA Inc. The Water Division has been installing EJ fire hydrants for many years and replacing old DFD hydrants with new EJ hydrants. Further, we purchase all hydrant parts and assemblies along with water main parts and valves from EJ USA Inc.

The Water Division by ordinance is required to replace 15 hydrants per year in the water distribution system. This style of hydrant requires minimal maintenance and is easily repaired when damaged by vehicles.

EJ USA Inc. is the sole source for purchasing East Jordan fire hydrants, parts and water main materials. The Water Division is requesting \$325,000.00 per year for said purchase of materials. Total request is for a two (2) year period not to exceed \$650,000.00 Funds are available in account #592-000-11000.

I will be available for City Council for any questions they may have in regarding this request. You can reach me at the office at 586.759.9234 or my cell at 586.601.5450.

If you concur with my recommendations, please forward to the Mayor and City Council for approval.

Sincerely,

Signed by:

Derek Richter

75F08CAD5C7D46F...

Derek Richter, Deputy Superintendent
City of Warren Water Division

RESOLUTION

Document No: SOL-W-1725
Product or Service: EJ Fire Hydrants and Water Main Parts
Requesting Department: Water Division

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

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

Upon performing a diligent inquiry, the Deputy Superintendent of Water Division has determined that it is necessary in the interests of the Water Division and the City, to acquire East Jordan Hydrants and Hydrant Parts from the sole source provider, EJ USA, Inc., 13001 Northend Avenue, Oak Park, MI 48237-3297, for a two (2) year period in an annual amount not to exceed \$325,000.00, commencing on January 17, 2026, or upon the official date of City Council approval, whichever occurs later.

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

Funds are available in account number: 592-0000-11000.

IT IS RESOLVED, that the sole source purchase though EJ USA, Inc. is hereby accepted by City Council for a two (2) year period, in an annual amount not to exceed

\$325,000.00, commencing on January 17, 2026, or upon the official date of City Council approval, whichever occurs later.

IT IS FURTHER RESOLVED, that payment shall remit to EJ USA, Inc., P.O. Box 644873, Pittsburgh, PA 15264-4873.

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



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

DATE: NOVEMBER 21, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: STA-W-1745; RECOMMENDATION FOR THE PURCHASE OF ONE (1) NEW 2025 ELGIN PELICAN SWEEPER, UTILIZING THE STATE OF MICHIGAN COOPERATIVE CONTRACT #MA240000000166.

The Purchasing Division concurs with the Department of Public Works (DPW) Superintendent and recommends that City Council award the purchase of one (1) New 2025 Elgin Pelican Three Wheel Mechanical Street Sweeper, to MacQueen, 78 Northpoint Drive, Lake Orion, MI 48359, in the total amount of \$302,186.00, utilizing the State of Michigan contract #MA240000000166.

If City Council approves this purchase, payment shall be authorized to be made immediately upon successful completion and delivery of the vehicle.

The DPW is requesting the purchase of one (1) New 2025 Elgin Pelican Three Wheel Mechanical Street Sweeper to MacQueen, in the total amount of \$302,186.00, utilizing the State of Michigan contract #MA240000000166 (see attached), in the total amount of \$302,186.00.

If approved by your honorable body, the new street sweeper will replace a 2015 Elgin Pelican Sweeper, that is in poor condition, and will be given to the Sanitation Division to be utilized in sweeping their yard and garage.

Funds are available in the following Account: 402-9402-97400.

Respectfully Submitted,

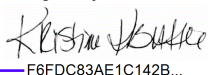
Signed by:

D3220749F3AC487...
Shanah Turner
Assistant Buyer

Read and Concur,

Signed by:

E610E2D7FFE5449...
Craig Treppa
Purchasing Agent

Signed by:

F6FDC83AE1C142B...
Kris Battle
Budget Director

DocuSigned by:

CF2C773236C54C9...
Richard Fox
Controller

Signed by:

F040B73E57F248E...
Lori M. Stone
Mayor



**STATE OF MICHIGAN
ENTERPRISE PROCUREMENT**

DTMB

320 S Walnut Street Lansing, MI 48933
P.O. Box 30026, Lansing, MI 48909

CONTRACT CHANGE NOTICE

Change Notice Number **3**

to

Contract Number **MA24000000166**

CONTRACTOR	MacQueen Equipment, LLC dba Bell Equipment Co.
	78 Northpointe Drive
	Lake Orion Mi 48359
	Dan Bell
	248-370-0000
	dbell@bellequip.com
	VS0196152

STATE	Program Manager	Erin Reincke	MDOT
		517 855 1986	
		ReinckeE@michigan.gov	
	Contract Administrator	Melissa Beck	DTMB
(517) 897-1502			
beckm3@michigan.gov			

CONTRACT SUMMARY

Purchase, rental, parts, and maintenance & repair for Agricultural, Grounds, Turf, Earth Moving, and Roadside, Maintenance Equipment

INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE
January 16, 2024	January 16, 2029	5 - 1 Year	January 16, 2029
PAYMENT TERMS		DELIVERY TIMEFRAME	
NET 45			
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"/>	0 Years	
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$3,000,000.00	\$0.00	\$3,000,000.00		



NOVEMBER 20, 2025

**SCOTT RAEDEL
CITY OF WARREN DPW**



**(1) NEW ELGIN PELICAN THREE WHEEL MECHANICAL STREET SWEEPER
PER STATE OF MICHIGAN MIDEAL CONTRACT #240000000166**

EQUIPPED BUT NOT LIMITED TO THE FOLLOWING SPECIFICATIONS

- DUAL SIDE BROOMS AND DUAL STEERING
- 74 HP TIER 4F JOHN DEERE ENGINE
- RIGHT HAND BOSTROM AIR RIDE HI BACK CLOTH SEAT
- 3.5 CUBIC YARD FRONT HIGH DUMP HOPPER
- 9 FT 6 IN HIGH DUMP WITH 9,000LB CAPACITY
- 36 INCH HYDRAULICALLY DRIVEN, FREE FLOATING SIDE BROOM
- 35 X 66 IN MAIN BROOM WITH VARIABLE SPEED AND DOWN PRESSURE
- STANDARD NO-JAM BELT-TYPE CONVEYOR WITH ANGLED MOLDED-IN FULL WIDTH CLEATS
- 120 INCH SWEEP PATH TOTAL
- HIGH STEERING ANGLE AND TIGHT TURNING RADIUS ALLOW OPERATORS TO SWEEP CLOSE TO OBSTACLES AND PRECISELY FOLLOW CURB LINES
- AUXILIARY BATTERY DISCONNECT
- LED CLEARANCE LIGHTS
- DOUBLE WRAP MAINBROOM
- HYDRAULIC LEVEL AND HYDRAULIC TEMPERATURE SHUTDOWN
- (2) MIRRORS HEATED AND MOTORIZED
- AM/FM/CD WITH (2) MAP LIGHTS
- SINGLE LED BEACON WITH GUARD
- LOWER CONVEYOR CLEANOUT
- IN-CAB AIR RESTRICTION GUAGE
- PREMIUM RADIATOR/HEATER HOSES
- RIGHT HAND AND LEFT HAND LIMB GUARD
- LED TAIL LIGHTS AND BACK UP FLOODS
- GREASEABLE DIRT SHOES
- SWEEPER PAINTED STANDARD WHITE
- OPERATORS MANUAL
- SERVICE MANUAL
- JOHN DEERE PARTS BOOK
- 1 YEAR WARRANTY ON PARTS AND LABOR
- TRAINING AND DELIVERY
- **PRICE** **\$302,186**

SWEEPERS AVAILABLE 90 DAYS FROM PURCHASE ORDER



Thank you for the opportunity.

Dan Bell
MACQUEEN
248-227-4018
dan.bell@macqueengroup.com



DATE: November 20, 2025,2025
TO: Craig Treppa, Purchasing Agent
FROM: Scott Raedel, Superintendent, Division of Public Works
RE: Purchase of one (1) Elgin Pelican Sweeper

Craig,

The Division of Public Works would like to purchase a 2025 Elgin Pelican Sweeper from MACQUEEN.

This sweeper will be replacing a 2015 Elgin Pelican sweeper that is in poor condition. We will be giving this sweeper to Sanitation to sweep their yard and garage.

MACQUEEN is located at 78 Northpoint Drive, Lake Orion, MI 48359.

MACQUEEN is the sole source provider for Elgin in our area.

The State of Michigan MiDeal contract #24000000166 price for this sweeper is \$302,186.

Funds for the purchase of this sweeper are available through the 2024 Capital Equipment Bond 402-9402-97400.

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

Respectfully,

Signed by:


2848617D91374D2...

Scott Raedel
Superintendent
Division of Public Works

RESOLUTION

Document Number: STA-W-1745

Product or Service: Furnish One (1) New 2025 Elgin Pelican Sweeper

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.

The Department of Public Works (DPW) has determined that it is in the best interest of the City, that City Council award the purchase of one (1) new 2025 Elgin Pelican Three Wheel Mechanical Street Sweeper, to MacQueen, 78 Northpoint Drive, Lake Orion, MI 48359, in the total amount of \$302,186.00, utilizing the State of Michigan Contract #MA24000000166.

Funds are available in account number: 402-9402-97400.

IT IS RESOLVED, that an of award to MacQueen, is hereby accepted, for the purchase of one (1) new 2025 Elgin Pelican Three Wheel Mechanical Street Sweeper, utilizing the State of Michigan Contract #MA24000000166, in the total amount of \$302,186.00.

IT IS FURTHER RESOLVED, that payment shall be made immediately upon successful completion and delivery 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:

- 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: NOVEMBER 26, 2025
 TO: MINDY MOORE, SECRETARY, WARREN CITY COUNCIL
 SUBJECT: TRI-W-1615; PURCHASE OF PPE-TURNOUT GEAR FOR THE FIRE DEPARTMENT, UTILIZING SOURCEWELL COOPERATIVE CONTRACT #010424-MES.

The Purchasing Division concurs with the Fire Department and recommends that City Council authorize the purchase of PPE-Turnout Gear from Municipal Emergency Services, Inc. (MES), 12 Turnberry Lane, Sandy Hook, CT 06482, utilizing the Sourcewell Cooperative Contract #010424-MES, for the periods and amounts shown in the table below.

VENDOR	CONTRACT	PERIOD	ANNUAL AMT NOT TO EXCEED
Municipal Emergency Services, Inc. (MES) 12 Turnberry Lane Sandy Hook, CT 06482	Sourcewell Cooperative #010424-MES	12/12/25 thru 3/27/26	\$ 120,000.00
		3/28/26 thru 3/27/27	\$ 140,000.00
		3/28/27 thru 3/27/28	\$ 140,000.00
TOTAL AWARD:			\$ 400,000.00

The Fire Department is seeking to replace PPE-Turnout Gear, that has been damaged beyond repair or has reached the end of its useful service life of ten (10) years, from MES, utilizing the Sourcewell Cooperative Contract #010424-MES (see attached).

If approved by your honorable body, this award shall commence on December 12, 2025, or upon the official date of City Council approval, whichever occurs later, for the periods and amounts shown in the table above.

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

Respectfully Submitted,

Signed by:

 D3220749F3AC487...
 Shanah Turner
 Assistant Buyer

Read and Concur,

Signed by:

 E610E2D7FFE5449...
 Craig Treppa
 Purchasing Agent

Signed by:

 F6FDC83AE1C142B...
 Kris Battle
 Budget Director

DocuSigned by:

 CF2C773236C54C9...
 Richard Fox
 Controller

Signed by:

 F040B73E57F248E...
 Lori M. Stone
 Mayor



Solicitation Number: RFP #010424

CONTRACT

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

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

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

1. TERM OF CONTRACT

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

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

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

Proposal Evaluation
Firefighting Personal Protective Equipment with Related Equipment Cleaning
RFP #010424

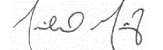
Possible Points		AeroClave, LLC	All Hands Fire Equipment, LLC	Arnold Machine, Inc.	Associated Fire Safety Group, Inc.	Atlantic Emergency Solutions, Inc.	Circul-Air Corp. International, Inc.	DAN ENTERPRISES TEAM, LLC	Delta Fire & Safety, Inc.	Emergency Technical Decon	Fire-Dex GW, LLC dba Gear Wash
Conformance to RFP Requirements	50	40	41	39	39	40	40	40	39	39	39
Pricing	400	324	326	329	289	266	325	327	306	308	319
Financial Viability and Marketplace Success	75	60	60	54	53	60	53	57	57	51	58
Ability to Sell and Deliver Service	100	72	70	65	70	80	77	68	66	72	74
Marketing Plan	50	39	40	38	33	39	39	38	36	36	36
Value Added Attributes	75	56	64	53	53	54	54	62	54	60	55
Warranty and Performance Standards or Guarantees	50	38	40	40	38	39	40	40	36	38	39
Depth and Breadth of Offered Equipment, Products, or Services	200	138	174	125	148	163	153	155	163	151	153
Total Points	1,000	767	815	743	723	741	781	787	757	755	773
Rank Order		15	2	19	24	20	11	8.5	16	17	14


Possible Points		Fire-Dex, LLC	Galls, LLC	HAIX NORTH AMERICA, INC.	INNOTEX CORP.	L.N. Curtis & Sons	Lakeland Industries, Inc.	LION First Responder PPE, Inc.	M&L Supply, Fire & Safety	Morning Pride MFG dba Honeywell First Responder Products	MSA Safety Sales, LLC dba Globe Manufacturing Co.
Conformance to RFP Requirements	50	40	38	40	40	42	39	42	37	38	39
Pricing	400	320	259	330	314	310	315	328	275	326	306
Financial Viability and Marketplace Success	75	60	58	60	58	61	53	60	58	61	62
Ability to Sell and Deliver Service	100	77	84	83	77	78	75	84	70	83	84
Marketing Plan	50	37	34	40	39	41	39	38	38	30	41
Value Added Attributes	75	58	58	60	58	61	43	63	54	58	63
Warranty and Performance Standards or Guarantees	50	41	38	39	39	41	40	42	37	39	39
Depth and Breadth of Offered Equipment, Products, or Services	200	155	159	134	155	170	143	165	156	153	143
Total Points	1,000	788	728	786	780	804	747	822	725	788	777
Rank Order		6.5	22	10	12	5	18	1	23	6.5	13


Possible Points		Municipal Emergency Services, Inc.	Ram'd Air Gear Dryer, Ltd.	Ricocet Manufacturing Company, Inc.	Safedesign Apparel, Ltd. Dba Fireservice Management, Ltd.	Safety Source Fire, Inc.	SUPPRESSION GEAR, Inc.	Ten-8 Fire & Safety, LLC	VIKING Life Saving Equipment, Inc.	Vizocom ICT, LLC	Witmer Public Safety Group, Inc.
Conformance to RFP Requirements	50	39	37	40	19	32	37	38	41	-	36
Pricing	400	316	249	339	93	214	293	288	322	-	258
Financial Viability and Marketplace Success	75	63	49	58	28	46	49	53	60	-	51
Ability to Sell and Deliver Service	100	84	67	78	46	61	64	66	76	-	64
Marketing Plan	50	35	34	40	15	29	34	38	42	-	28
Value Added Attributes	75	51	52	61	26	45	56	55	64	-	44
Warranty and Performance Standards or Guarantees	50	39	40	39	15	30	37	39	41	-	34
Depth and Breadth of Offered Equipment, Products, or Services	200	180	133	158	104	155	125	161	141	-	146
Total Points	1,000	807	661	813	346	612	695	738	787	0	661
Rank Order		4	26.5	3	29	28	25	21	8.5	30	26.5

DocuSigned by:

 7DDDCEFD8B3D45D...
 Greg Grunig, M.S., Senior Procurement Analyst

DocuSigned by:

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 Michael Muñoz, CPPB, Senior Procurement Analyst

DocuSigned by:

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 Craig West, Procurement Analyst

DocuSigned by:

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 Nicole Lueth, Procurement Analyst



10/23/2025

MES Service Company, LLC
MES SOURCEWELL PPE: CONTRACT# 010424-MES
12 Turnberry Lane, 2nd Floor
Sandy Hook, CT 06482

Warren Fire Department Contract – 2025

Pricing on Turnout Gear Coats, Pants, & Suspenders will have an estimated 10% increase year over year for the next 5 years. **This is only an estimate** due to ever changing raw material fluctuation. **Prices could be higher or lower.**

- Current Sell Price of Suspenders (Morning Pride, not leather) \$69.90
- Current Sell Price of Coat \$2,125.84
- Current Sell Price of Pant \$1,567.17

- 1) Until February 1, 2025, Coat \$2,125.84, Pant \$1,567.17
- 2) Until February 1, 2026, Coat \$2,338.42, Pant \$1,723.88
- 3) Until February 1, 2027, Coat \$2,572.26, Pant \$1,896.27
- 4) Until February 1, 2028, Coat \$2,829.49, Pant \$2,085.90
- 5) Until February 1, 2029, Coat \$3,112.44, Pant \$2,294.50

November 25, 2025

Craig Treppa
Purchasing Agent

Subject: PPE-Bunker Gear – TRI-W-1615

Craig

In early 2025 the department formed a committee of firefighters to evaluate multiple brands of PPE-Turnout Gear (pants, coats, suspenders) to replace bunker gear that has reached its end of life of ten (10) years or has been damaged beyond repair. After careful evaluation that included wearing the gear into structure fires and other environments that were potentially dangerous to firefighters' health and life safety along with evaluating the bunkers gear's comfort and fit as well as the gears wet and dry weight and moisture wicking ability and having a local representative that would come to the department and measure employees to ensure a custom-tailored fit it was the committee recommendation that the Morning Pride HFRP Bunker Gear was the preference of the committee.

The department desires to purchase up to \$120,000.00 of Morning Pride HFRP Tail (coats, pants, and suspenders) PPE-Turnout Gear before March 27, 2026, and up to \$140,000.00 of Morning Pride HFRP Tail PPE-Bunker Gear before March 27, 2027, and up to \$140,000.00 of PPE-Bunker Gear before March 27, 2028.

Therefore, it is the recommendation of the fire department that the city award a contract through March 17, 2028, upon approval of **City Council** to Municipal Emergency Services (MES) Service Company, LLC., located at 12 Turnberry Lande Sandy Hook, CT 06482 Morning Pride HFRP tail PPE-Bunker Gear (pants, coats, suspenders) located at 12 Turnberry Lane, Sandy Hook, CT 06482 using Sourcewell Collective Purchasing Contract #010424-MES.

Please see attached letter from MES for annual pricing.

Funds are available in General Ledger Account # 101-1336-97400

Please direct questions to my attention at Ext. 3100.

Professionally,

DocuSigned by:

6EE857E59A9D4BD...
Wilburt McAdams
Fire Commissioner

RESOLUTION

Document No: TRI-W-1615

Product or Service: PPE-Turnout Gear

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 _____.

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 interest of the Fire Department and the City to furnish PPE-Turnout Gear, utilizing the Sourcewell Cooperative Contract #010424-MES, to Municipal Emergency Services, Inc. (MES), 12 Turnberry Lane, Sandy Hook, CT 06482, pursuant to cooperative purchasing, commencing on December 12, 2025, or upon City Council approval, whichever occurs later, in the amounts shown in the table below.

VENDOR	CONTRACT	PERIOD	ANNUAL AMT NOT TO EXCEED
Municipal Emergency Services, Inc. (MES) 12 Turnberry Lane Sandy Hook, CT 06482	Sourcewell Cooperative #010424-MES	12/12/25 thru 3/27/26	\$ 120,000.00
		3/28/26 thru 3/27/27	\$ 140,000.00
		3/28/27 thru 3/27/28	\$ 140,000.00
TOTAL AWARD:			\$ 400,000.00

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 cooperative purchase with Municipal Emergency Services, Inc. (MES)., utilizing the Sourcewell Cooperative Contract #010424-MES, is hereby accepted by City Council in the amounts shown in the table above.

IT IS FURTHER RESOLVED, that the award shall commence on December 12, 2025, or upon City Council approval, whichever occurs later.

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.



CITY CONTROLLER'S OFFICE

ONE CITY SQUARE, SUITE 425

WARREN, MI 48093-5289

PHONE (586) 574-4600

FAX (586) 574-4614

www.cityofwarren.org

DATE: NOVEMBER 24, 2025
TO: MINDY MOORE, SECRETARY OF WARREN CITY COUNCIL
SUBJECT: AWARD TO FURNISH A SERVICE WARRANTY FOR AVIGILON SECURITY SURVEILLANCE SYSTEM, UTILIZING THE RFP-W-9648 AWARD; CITY DOCUMENT TRI-W-1708.

The Purchasing Division concurs with the Information Systems (I.S.) Department and recommends that City Council approve an award to D/A Central, 13155 Cloverdale, Oak Park, MI 48237 for furnishing a one-year service warranty for the City's Avigilon System in the amount of \$28,500.00.

The I.S. Department has been utilizing D/A Central for its maintenance services of its Avigilon Security Camera System since D/A Central was awarded the project of installing and maintaining the security cameras located throughout the City in 2016.

The cameras that will be covered under this maintenance agreement are currently placed in City Hall, City Hall Parking Garage, City Square, Sanitation, Busch Library, Miller Library, City Hall Library, Community Center, the Civic Center-South complex, and Owen Jax. There are approximately 220 cameras that are being serviced under this agreement. In addition, there is a server located at the Civic Center-South facility.

On August 23, 2022, your honorable body approved an award to have a cloud-based security access control system installed at the Fire Departments. The resolution also allowed the City to utilize the awarded contractor, D/A Central, for a period of five (5) years, for other additional security access/security surveillance work and/or any repair/replacement of any existing security access/security surveillance equipment, as needed.

This request was made to allow the City to have standardized product throughout the City, and to have the ability to keep one vendor responsible for the maintenance and repairs of the equipment. If approved, the agreement will commence on January 1, 2026.

Funds are available in the following Account dependent upon concurrent budget resolution: 101-1258-80100.

Respectfully Submitted,

Signed by: Craig Treppa
Craig Treppa
Purchasing Agent

Read and Concur,

Signed by: Kris Battle
Kris Battle
Budget Director

DocuSigned by: Richard Fox
Richard Fox
Controller

Signed by: Lori M Stone
Lori M. Stone
Mayor



D/A CENTRAL

intelligent technology solutions

13155 Cloverdale
Oak Park, MI 48237

PROPOSAL

27855

November 18, 2025

BILL TO:

City of Warren

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

WORK LOCATION:

City of Warren

Purchasing Department
One City Square-Suite 425
Warren, MI, 48093-5289
Attn: Laura Wilson
(586)574-4615

Service Warranty of D/A Installed Video Systems for 2025-2026

Laura Wilson
City of Warren
1 City Square
Warren, MI 48093

Laura,

Thank you for the opportunity to quote for the D/A installed *Avigilon Video Surveillance System Warranty Renewal*, for the City of Warren, to start January 1, 2026 and run for 1 year; through December 31, 2026.

This proposal covers all D/A installed video equipment hardware including cameras and peripheral devices installed by D/A from 2016 to present. In this agreement D/A will repair or replace covered equipment that no longer functions properly, including equipment and labor. Vandalism, acts of God or misuse of equipment is not covered by this agreement. This proposal is for hardware and hardware service; software upgrades and support plans can be provided separately or can be added for an additional amount if requested.

This quote total does not include the Warren Police Department, Warren Senior Housing, or the 37th District Court equipment, they will be on sperate agreements as required.

Should you have any questions, require any further information, please contact me. I can be reached at (248) 399-0600 x 122 or by e-mail at joe.vanwel@dacentral.com.

Thank you for the privilege of serving.

Sincerely,

Joseph A. Vanwelsenaers

D/A Central, Inc.

13155 Cloverdale

Oak Park, Michigan 28237

PH: 248/399-0600 x 122

Email: joe.vanwel@dacentral.com

PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Prime Support Plus Custom-Video System Warranty-NVR/Video Server, Cameras of D/A installed Equipment	1.00	\$28,500.00	\$28,500.00

TOTAL EQUIPMENT	
TOTAL LABOR	\$28,500.00
SUBTOTAL:	\$28,500.00
TAX (EXEMPT):	\$0.00
TOTAL:	\$28,500.00



PrimeSupport

BY **D/A** D/A CENTRAL



FIXED PRICE

Eliminate the hassle of unpredictable expenses.



COMPREHENSIVE COVERAGE

Protect your system with labor, product, and engineering coverage



PERSONALIZED SUPPORT

Count on real people responding in real time.

Get **covered 24/7/365** with **PrimeSupport.**

THE WORST TIME TO FIND OUT YOUR SYSTEM FAILED IS AFTER AN EVENT. D/A Prime Support ensures that your system is there when you need it most. Our support specialists understand the intricacies involved with fully integrated systems because we design and build them from the ground up. As a result, we can detect the difference between system component failures and training needs. Our years of experience allow D/A to cost effectively maintain your entire system within a guaranteed time frame, limiting disruption to your operation.

TYPICAL MANUFACTURER WARRANTIES HAVE PARTS ONLY PROTECTION POTENTIALLY LEAVING YOUR SYSTEM OUT OF COMMISSION WHILE WAITING FOR REPAIRS. However, you and your staff are relying on your system 24/7/365. D/A Prime Support assures that you retain your system value and capabilities. Don't leave your operation, employees and visitors vulnerable while your system is inoperable.



	PrimeSupport	PrimeSupport Plus
Priority Service	✓	✓
Personalized System Training	✓	✓
Remote Engineering Support	✓	✓
Annual System Lifespan Review	✓	✓
10% Discount on Published Labor Rates*	✓	✓
On-site Labor, Diagnostic and Repair	✓	✓
Hardware Repair or Replace Under Warranty**	✓	✓
Annual Lifecycle Budgeting Review		✓
Full Product Replacement Coverage		✓
After-hours Service		✓
Warranty Advanced Replacement (as available)**		✓
Service Portal		✓

OPTIONAL ADD-ONS TO PRIME SUPPORT PLUS:

Manufacturer's Software Support Agreement	<input type="checkbox"/>
System Health Monitoring	<input type="checkbox"/>
Preventative Maintenance for Field Devices	<input type="checkbox"/>
System Recertification	<input type="checkbox"/>
System Component Testing and Validation	<input type="checkbox"/>

* As published annually in Master Service Guide | ** Coverage includes D/A installed products only | *** Remote location, use of lifts or bucket trucks are additional costs

Standard Terms and Conditions

1. Where applicable, the above systems are subject to the approval of the "Authority Having Jurisdiction" (AHJ); any changes required by the AHJ are not included. Any required permits are not included.
2. Customer must provide building power source where required. 110 VAC power on 20-amp dedicated circuit, no more than .5V to ground, clear of spikes and surges, where required, with insulated earth ground.
3. Customer will provide network drops where required.
4. Customer must provide environmentally safe location in areas where the work is to be performed.
5. D/A Central Inc. requires written notification of any existing environmental hazard (i.e. asbestos) that its personnel could be exposed to while providing this system. Each area of concern will require separate notification.
6. Customer is solely responsible for compliance with any applicable ADA requirements.
7. D/A Central's technicians shall have full and free access, upon their arrival, to the equipment covered under this Agreement to provide maintenance thereon. That includes remote access for rapid response, unless mutually agreed upon differently.
8. Non-solicitation agreement - Client will not directly or indirectly employ or recruit for employment any employee, agent or subcontracted party of D/A on any project during the Term of this Agreement and for two (2) years thereafter, without prior written consent of D/A.
9. If applicable, the customer must provide connection to fire alarm system to interface into their equipment. All costs associated with the fire contractor's scope of work are the customer's responsibility and are not included in this proposal. This proposal assumes that all fire-related inspections will occur during normal business hours. Any fees required by the inspection authority and/or the fire contractor are the customer's responsibility and are not included in this proposal.
10. All permits and fees associated with permits are excluded from this proposal and are the responsibility of the customer. The customer is responsible for the cost for any and all permits required from local government before project commencement and are to be determined before installation can begin.
11. Customer must provide proper working hardware. All doors are assumed to be properly aligned, and all existing hardware is presumed to be in good working condition and remains the responsibility of Customer. Any hardware found to be non-working or insufficient for the needs of the system will be replaced as necessary but will require a change order to be issued prior to any additional work being completed.
12. Programming is included in this proposal and is defined as the input of system software information. D/A Central will assist the customer in the input of schedules while the actual input of data will remain the responsibility of the customer. There may be an additional charge if the customer requests D/A Central Inc. to perform this labor.
13. If this quote contains software, D/A Central Inc. will load the software on one computer per server or client license purchased. If requested, D/A Central Inc. will provide the customer a quote to load software onto additional computers. If the customer provides the computer and additional installation time is required because of hardware, software, firewall, domain policies, privileges, etc., additional charges may apply.
14. D/A Central will perform testing and commissioning of the system.
15. Conduit runs are not included with this proposal, unless specifically stated otherwise.
16. Customer must provide accessible and non-obstructed chase ways for needed wire run. Customer must provide riser sleeve or core drilling between floors, where required.
17. Customer must provide adequate mounting space for all panels, terminal interfaces, modems and expanders on a wall mounted plywood surface.
18. Customer must provide proper lighting in all work areas as required.
19. All drawings and related documentation created or provided by D/A Central, Inc. are proprietary and will remain the property of D/A Central, Inc., any use or reproduction of same are strictly prohibited.
20. Customer must provide permanent signage related to life safety codes, as needed.
21. If applicable, the customer must provide patching or painting. The customer is responsible for restoring all the existing locations (where the card readers, electric locks, door contacts, REX motions, cameras, etc. were located) to original (non-Automated) specifications. There may be an additional charge if the customer requests D/A Central Inc. to perform this labor.
22. This quotation, unless agreed upon in advance under an associated agreement, does not include invoicing fees or discounts, safety training program charges, background checks or other fee-based portals. If those fees are required, they will be added to invoices to cover all associated costs. Project invoices paid by credit card will incur a 3% fee.
23. Taxes are not included unless specifically stated otherwise. Sales tax, if applicable, will be calculated and invoiced accordingly.
24. From time to time, extenuating circumstances, such as those caused by tariffs or product shortages, may cause D/A to endure unexpected and sudden cost increases. In such cases, D/A may pass on price increases accordingly and the timing of these may supersede our normal timeframes for quote validity.
25. All terms and conditions above apply unless specifically noted otherwise herein.



D/A Central, Inc.
Service Warranty of D/A Installed Video Systems for 2025-2026

Proposal # 27855
Date: 11/18/2025

Summary of Costs

TOTAL EQUIPMENT	
TOTAL LABOR	\$28,500.00
SUBTOTAL:	\$28,500.00
TAX (EXEMPT):	\$0.00
TOTAL:	\$28,500.00

Acceptance

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

This quote is valid for 30 days. From time to time, extenuating circumstances, such as those caused by tariffs or product shortages, may cause D/A to endure unexpected and sudden cost increases. In such cases, D/A may pass on price increases accordingly and the timing of these may supersede our normal timeframes for quote validity.

CLIENT: **City of Warren**

DATE: _____

SIGNATURE: _____

PRINT: _____

PO: _____

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

TITLE: Service Warranty of D/A Installed Video Systems for 2025-2026

PROPOSAL #: 27855

SALES REP: Joe Vanwelsenaers

PHONE: (248)399-0600 EXT 122

EMAIL: joe.vanwel@dacentral.com





INFORMATION SYSTEMS
ONE CITY SQUARE, SUITE 420
WARREN, MI 48093-6726
(586) 574-4612
www.cityofwarren.org

To: Craig Treppa

From: Shumon Hakim

Date: November 24, 2025

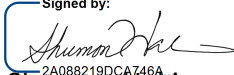
Re: Avigilon Video Surveillance System Warranty Renewal
Utilizing the award from RFP-W-0648

I am requesting the purchase of a 1-year service agreement with Vendor DA Central. They have been servicing our cameras and other related equipment for many years. Currently they have contracts with our Fire Department and Police. They are very knowledgeable of our system and more than capable of meeting our requirements. I am proposing we award them the contract for a one-year period (1/1/2026 – 12/31/2026).

Cost of renewal: \$28,500.00

Account number: 101-1258-80100

Thank you for your assistance in the matter.

Signed by:

2A088219DCA746A

Shumon Hakim

Information Systems Manager

RESOLUTION

Document No: TRI-W-1708

Product or Service: Maintenance – Security Surveillance System

Requesting Department: Information Systems (I.S.) Department

At a Regular Meeting of the City Council of the City of Warren, County of Macomb, Michigan, held on _____, 2025 at 7:00 p.m. Local Time, in the Council Chambers at the Warren Community Center Auditorium, 5460 Arden, Warren, Michigan.

PRESENT: Councilmembers: _____

ABSENT: Councilmembers: _____

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

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

Upon performing a diligent inquiry, the I.S. Department Manager has determined that it is necessary in the interests of the I.S. Department and the City, to acquire maintenance services for its security surveillance system from D/A Central, 13155 Cloverdale, Oak Park, MI 48237, utilizing the extendable City of Warren contract RFP-W-9648 in the amount of \$28,500.00.

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

Funds are available in the following Account: 101-1258-80100.

IT IS RESOLVED, that D/A Central is hereby accepted by City Council to furnish service warranty and maintenance services for the City's Avigilon Security Surveillance system for the period January 1, 2026 through December 31, 2026 in an amount of \$28,500.00.

IT IS FURTHER RESOLVED, that D/A Central shall provide warranty and maintenance services for the following locations; City Hall, City Hall Parking Garage, City Square, Sanitation, Busch Library, Miller Library, City Hall Library, Community Center, the Civic Center-South complex, and Owen Jax. This agreement does not cover the Police Building, Senior Housing Facilities or the 37th District Court.

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

