AGENDA

REGULAR CITY COUNCIL MEETING
41ST CITY COUNCIL
OAK PARK, MICHIGAN
JUNE 15, 2026
7:00 PM

---

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. DELIBERATION AND APPOINTMENT OF NEW COUNCILMEMBER

6. CONSENT AGENDA

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

A. Regular City Council Meeting Minutes for June 1, 2026

B. Special City Council meeting Minutes for June 1, 2026

C. Special City Council Meeting Minutes for June 8, 2026.

D. Approval of Invoice No. 5 and No. 6 from Giffels Webster for Master Planning Services in the total amount of $11,647.50.

E. Public Safety Activity Summary Report for May 2026

F. Request to approve Payment Application No. 2 for the 2026 Landscape Maintenance Contract, to BrightView Landscape of Pontiac, MI in the amount of $7,113.00.

G. Request to approve Payment Application No. 2 for the 2026 Lawn Maintenance Contract, to Parrott Landscaping of Clinton Township, MI in the amount of $12,165.00.

H. Payment request from Neumann Smith Architecture for Architectural Services on the Community Center Project for the total amount of $34,931.82.

I. Request to approve Payment Application No. 8 for the 2025 Block Pruning Project, to Limb Walkers Tree & Snow, LLC of Kenockee, MI in the amount of $15,390.00.

J. Approval of Pay Application No. 3 for the Multiple Campus Buildings Demolition Project, M-796 to Mierzwa Construction Company of Pontiac, MI, in the amount of $126,100.00.

K. Recycling Commission Meeting Minutes for April 16, 2026

L. Payment of invoice from Desiree Kelly Art, for the mural included in the Eleven Mile Road Alleys, and Parking Lot Reconfiguration Project, in the amount of $25,000.

M. Amendment to Five-Year Lease Agreement with Xerox to Add Event Hub Printer

N. New and Renewal Licenses for June 15, 2026

O. Approval of Payment No. 4 to McCarthy and Smith Inc for Construction Services for Tyler Park in the amount of $58,521.80

7. RECOGNITION OF VISITING ELECTED OFFICIALS

8. PUBLIC HEARINGS

A. Public Hearing for Establishing Special Assessment District 730, Eleven Mile Parking Lot Reconstruction

B. Resolution Accepting Special Assessment District 730

9. SPECIAL LICENSES

A. Request for a Special Event License and waiver of fee submitted by East Oak Park Neighborhood Association for their annual picnic to be held in Best Park on July 18, 2026, from Noon - 3:00 p.m.

B. Request for a Special Event License submitted by Carrie Dase, 21601 Sussex, for a family reunion event to be held July 17, 2026, from 6 -10 pm.

10. ACCOUNTING REPORTS

A. Approval for payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of $15,782.91.

B. Approval for payment of an invoice submitted by Shifman Fournier for legal services' retainer for July 1, 2026 – September 30, 2026 in the total amount of $20,000.00.

C. Approval for payment of invoices submitted by Dizik/ Kaplan for legal services in the amount of $6,500.00.

11. CITY ATTORNEY

A. Freedom of Information Act Appeals

12. CITY MANAGER

A. City Clerk

1. Absentee Ballots - August 4 Primary Election

2. Public Safety Millage Renewals

B. Municipal Services

1. Approval of the resolution and memorandum of understanding regarding Greenfield Road and Eight Mile intersection improvements.

2. Facade Improvement Grant Program Updates and Approval of Ernie's Market Grant Application

C. Finance/Assessing

1. Resolution authorizing Budget Amendment #2026-4

D. Public Safety

1. Request to approve the purchase of a new fire truck from the manufacturer, Sutphen, in the amount of $925,916.50.

2. Request to approve an Inter Local Agreement with the Court and Law Enforcement Management Information System (CLEMIS) Authority.

E. Department of Public Works

1. Request authorization to purchase two vehicles to be assigned to the Public Safety Department.

2. Approval of Pay Application No. 12 and Change Order No. 10 for the Event Hub Project in the amounts of $602,777.72 and $0.00 respectively.

3. Request from Limb Walkers Tree & Snow of Kenockee, MI for a contract extension of the 2025 Block Pruning Contract.

4. Request to approve a one-year Professional Services agreement with JNISSAN Services LLC.

F. Recreation

1. Request to award Event Hub Security Contract to DK Security of Grand Rapids, Michigan

G. Elevate Oak Park

1. Event Hub - Monthly Report

13. CALL TO THE AUDIENCE

Each speaker's remarks are a matter of public record; the speaker, alone, is responsible for his or her comments and the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate. “Any person while being heard at a City Council Meeting may be called to order by the Chair, or any Council Member for failure to be germane to the business of the City, vulgarity, or personal attacks on persons or institutions.” There is a three minute time limit per speaker.

14. CALL TO THE COUNCIL

15. ADJOURNMENT

The City of Oak Park will comply with the spirit and intent of the American with Disabilities Act. We will provide support and make reasonable accommodations to assist people with disabilities to access and participate in our programs, facilities and services. Accommodations to participate at a Council Meeting will be made with 7-day prior notice.

MINUTES
REGULAR CITY COUNCIL MEETING
41ST CITY COUNCIL
OAK PARK, MICHIGAN
JUNE 1, 2026
7:00 PM

1. CALL TO ORDER

The meeting was called to order at 7:00 PM by Mayor McClellan in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

PRESENT: Mayor McClellan, Mayor Pro Tem Edgar, Council Member Radner, Council Member Crawford

ABSENT: None

OTHERS PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause

4. APPROVAL OF AGENDA

Motion by Radner, seconded by Crawford, CARRIED, to approve the agenda as presented.

Voice Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

5. CONSENT AGENDA

Motion by Edgar, seconded by Radner, CARRIED, to approve the consent agenda consisting of the following items:

Voice Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

A. Regular City Council Meeting Minutes for May 18, 2026.
CM-06-217-2026

B. Appointment of a representative & alternate to SOCRRA Board.
CM-06-218-2026

C. Request authorization to bid the 45th District Court Renovation Project(s).
CM-06-219-2026

D. Payment of invoices from OHM Advisors for Engineering Services in the amount of $1,456.50.
CM-06-220-2026

E. Approval of a Cost Participation Agreement with the Road Commission of Oakland County (RCOC) for the Greenfield Road Project, Lincoln to 12 Mile, in the amount of $45,889.00.
CM-06-221-2026

F. Approval of Pay Application No. 4 for the 2025 Sewer & Catch Basin Cleaning & TV Inspection Project, M-783 to Taplin Group, LLC of Kalamazoo, MI in the amount of $86,001.50.
CM-06-222-2026

G. Request to advertise for bids for the 2026 Sewer & Catch Basin Cleaning and Television Inspection Project, M-802
CM-06-223-2026

H. Request to advertise for bids the 2026 Catch Basin Line Replacement Project, M-792.
CM-06-224-2026

I. Approval of Pay Application No. 2 for the Multiple Campus Buildings Demolition Project, M-796 to Mierzwa Construction Company of Pontiac, MI, in the amount of $79,875.00
CM-06-225-2026

J. Payment of invoice from Desiree Kelly Art, for the mural included in the Eleven Mile Road Alleys, and Parking Lot Reconfiguration Project, in the amount of $31,000.
CM-06-226-2026

K. Request to approve Payment Application No. 1 for the 2026 Event Hub Access Control and Camera Project to Interstate Security, Inc. of Shelby Twp., MI in the amount of $34,750.00.
CM-06-227-2026

L. Approval of Payment No. 3 to McCarthy and Smith Inc for Construction Services for Tyler Park in the amount of $13,312.00
CM-06-228-2026

M. Payment request from Jon Stilson, of Media Storage Group for Audio Visual Instillation Services on the Event Hub Project for the total amount of $118,465
CM-06-229-2026

6. RECOGNITION OF VISITING ELECTED OFFICIALS

There were no elected officials present who wished to speak.

7. SPECIAL RECOGNITION/PRESENTATIONS

A. Proclamation declaring June 5, 2026 as National Gun Violence Awareness Day in Oak Park.

8. SPECIAL LICENSES

A. Request for special event license submitted by Laura Schultz for the Kingston St. Block Party to be held July 26, 2026, from 2 p.m. - 6 p.m.
CM-06-230-2026

Motion by Edgar, seconded by Radner, CARRIED, to approve a special event license submitted by Laura Schultz for the Kingston St. Block Party to be held July 26, 2026, from 2 p.m. - 6 p.m.

Voice Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

B. Request for a Special Event License submitted by Dog and Pony Show Brewing, 14661 W. 11 Mile Rd. Ste. 200, for the Camp Casey Giveback Event, to be held on June 7, 2026, the last day of their 5-year anniversary celebration. Event from Noon – 5:00 pm.
CM-06-231-2026

Motion by Radner, seconded by Crawford, CARRIED, to approve a Special Event License submitted by Dog and Pony Show Brewing, 14661 W. 11 Mile Rd. Ste. 200, for the Camp Casey Giveback Event, to be held on June 7, 2026, the last day of their 5-year anniversary celebration. Event from Noon – 5:00 pm.

Voice Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

C. Request for a special event license and waiver of application fee submitted by the Oak Park Corridor Improvement Authority for the "Oak Park Cruise and Groove" to be held in the 11-Mile Water Tower Social District on August 13, 2025, from 6 - 9pm
CM-06-232-2026

Motion by Edgar, seconded by Crawford, CARRIED, to approve a special event license and waiver of application fee submitted by the Oak Park Corridor Improvement Authority for the "Oak Park Cruise and Groove" to be held in the 11-Mile Water Tower Social District on August 13, 2025, from 6 - 9pm.

Voice Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

D. Request for a special event license and waiver of application fee submitted by the Oak Park Corridor Improvement Authority for the "Par Tee at the Water Tower District" to be held in the 11-Mile Water Tower Social District on Thursday, July 9 from 3pm to 8pm.
CM-06-233-2026

Motion by Edgar, seconded by Radner, CARRIED, to approve a special event license and waiver of application fee submitted by the Oak Park Corridor Improvement Authority for the "Par Tee at the Water Tower District" to be held in the 11-Mile Water Tower Social District on Thursday, July 9 from 3pm to 8pm.

Voice Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

9. ORDINANCES

A. Second reading and adoption of proposed text amendments to the City of Oak Park Zoning Ordinance in the following sections: Article 3, Division 1: General Provisions to add regulations regarding Electric Vehicle (EV) Charging Stations and Article 4, Division 4: Signs.
CM-06-234-2026

Motion by Edgar, seconded by Radner, CARRIED, to approve the second reading and adopt the proposed text amendments to the City of Oak Park Zoning Ordinance in the following sections: Article 3, Division 1: General Provisions to add regulations regarding Electric Vehicle (EV) Charging Stations and Article 4, Division 4: Signs.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

At its May 4, 2026, meeting, the Planning Commission conducted a public hearing on proposed amendments to the City of Oak Park Zoning Ordinance. Economic Development and Planning staff identified areas for improvement in specific sections to address emerging land use trends and respond to community needs. The proposed text amendments would establish regulations for electric vehicle (EV) charging stations and update the sign ordinance. Staff also prepared EV charging station guidelines to inform future infrastructure development. The ordinance provisions are regulatory, while the guidelines are advisory, provide direction, and outline best practices. Following the public hearing, the Planning Commission voted to recommend that City Council adopt the proposed zoning text amendments.

10. CITY ATTORNEY

A. Freedom of Information Act Appeals - **None**

11. CITY MANAGER

A. Finance/Assessing

1. Resolution establishing Special Assessment District 730 for the Eleven-Mile Parking Lot Reconstruction.
CM-06-235-2026

Motion by Radner, seconded by Edgar, CARRIED, to adopt the following resolution establishing Special Assessment District 730 for the Eleven-Mile Parking Lot Reconstruction:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN
RESOLUTION ESTABLISHING SPECIAL ASSESSMENT DISTRICT 730

BE IT RESOLVED, by the City Council of the City of Oak Park, Michigan that:

WHEREAS, the Departments of Finance, Public Works, Municipal Services and the Corridor Improvement Authority requested the creation of Special Assessment District 730 for the public purpose of reconstructing the 11 Mile parking lot located in The City of Oak Park, MI; and
WHEREAS, the fourteen properties to be included in the Special Assessment District 730 are as follows:

Parcel NO.	Street Address:	Legal Description
52-25-19-128-001	Vacant	T1N, R11E Sec 19 The Manhattan Sub Lot 1 & N ½ of vac alley adj to same
52-25-19-128-002	14721 W. Eleven Mile	T1N, R11E Sec 19 The Manhattan Sub Lot 2 & W ½ of Lot 3, Also N ½ of Vac Alley Adj to same
52-25-19-128-003	14701 W. Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub E ½ of Lot 3 & all of Lots 4, 5 & 6, also N ½ of Vac Alley Adj to same
52-25-19-128-004	14691 W. Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub Lots 7 & 8, Also N ½ of Vac Alley Adj to same
52-25-19-128-005	14669 W. Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub Lots 9 & 10, also N ½ of Vac Alley adj to same
52-25-19-128-006	14661 W. Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub Lots 11 to 22 Incl & ½ vac alley adj to same
52-25-19-128-007	14621 W. Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub Lots 23 to 26 Incl & N ½ of Vac Alley adj to same
52-25-19-128-008	14611 W. Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub Lots 27 to 30 incl & N ½ of Vac Alley Adj to same
52-25-19-201-014	14401 W Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub Lots 57 to 60 incl
52-25-19-201-022	14511 W Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub Lots 31 to 37 incl
52-25-19-201-024	Vacant	T1N, R11E, Sec 19 The Manhattan Sub Lots 38 to 42 Inc 4-18-91 Fr 003, 004 & 005
52-25-19-201-025	14471 W Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub Lots 43 to 46 Inc 4-18-91 Fr 006, 007 & 008
52-25-19-201-026	14441 W Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub Lots 47 to 50 Incl & W ½ of Lot 51 5-2-91 Fr 019
52-25-19-201-027	14421 W Eleven Mile	T1N, R11E, Sec 19 The Manhattan Sub E ½ of Lot 51 & all of lots 52 to 56 incl 5-2-91 Fr 019 & 023

NOW, THEREFORE, it is hereby resolved as follows:
1. The City Council establishes Special Assessment District No. 730 for the public purpose of reconstructing the 11 Mile parking lot owned by the City of Oak Park.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

3. This Resolution shall become effective immediately upon its passage and adoption.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

The Deputy Treasurer is submitting a list of fourteen properties bordering the reconstruction of the parking lot located on Eleven Mile and is requesting that the City Assessor be authorized and directed to prepare a Special Assessment Roll 730. Total cost of said reconstruction is $2,300,502.00 minus CIA contribution of $961,337.30, minus grants totaling $100,00.00, minus $100,000.00 from City of Oak Park General Fund and minus requested county ARPA Funds in the amount of $858,164.70 leaving $281,000.00 to be billed through the SAD.

2. Resolution Setting Date and Time of Public Hearing to Establish Special Assessment District 730, Eleven Mile Parking Lot Reconstruction.
CM-06-236-2026

Motion by Edgar, seconded by Radner, CARRIED, to approve the following resolution setting the date and time of the Public Hearing to establish Special Assessment District 730, Eleven Mile Parking Lot Reconstruction:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN
RESOLUTION SETTING DATE AND TIME OF PUBLIC HEARING TO ESTABLISH SPECIAL ASSESSMENT DISTRICT 730

BE IT RESOLVED, by the City Council of the City of Oak Park, Michigan that:
WHEREAS, the Departments of Finance, Public Works, Municipal Services and the Corridor Improvement Authority requested the creation of Special Assessment District 730 for the public purpose of reconstructing the 11 Mile parking lot located in The City of Oak Park, MI;
NOW, THEREFORE, it is hereby resolved as follows:
1. The City Council shall hold a public hearing on Monday, June 15, 2026 in the Council Chambers, City Hall, 14000 Oak Park Blvd. Oak Park, MI 48237 at 7:00 p.m. to create Special Assessment District No. 730 for the public purpose of reconstructing the city-owned parking lot on 11 Mile Road for a one-year period;
2. The City Clerk is hereby authorized and directed to publish a copy of the “Notice of Hearing” in an official newspaper.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.
4. This Resolution shall become effective immediately upon its passage and adoption.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

City Council received the list of fourteen properties that border the Eleven-Mile Parking Lot, prepared by the Deputy Treasurer and concurred by the Finance Director, and establishing Special Assessment District 730. The City is required to hold a Public Hearing and provide notice of the hearing via newspaper.

B. Municipal Services

1. Approval of Pay Application No. 3 and Change Order No. 1 to DVM Utilities of Sterling Heights, MI for the 2026 Sewer Lining Project, M-791 in the amount of $54,133.85 and ($1,323.50) respectively.
CM-06-237-2026

Motion by Radner, seconded by Crawford, CARRIED, to approve Pay Application No. 3 and Change Order No. 1 to DVM Utilities of Sterling Heights, MI for the 2026 Sewer Lining Project, M-791 in the amount of $54,133.85 and ($1,323.50) respectively.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

Municipal Services Director Marrone presented Pay Application No. 3 and Change Order No. 1 for the 2026 Sewer Lining Project, M-791 by D.V.M. Utilities, Inc. of Sterling Heights, MI. This project includes sewer lining work throughout the city and the change order is for performing a sewer repair prior to lining and for the balancing of contract items. The project is 100% complete.

2. Approval of Pay Application No. 6 and Change Order No. 3 to Warren Contractors & Development of Shelby Twp., MI for the Eleven Mile Road Alleys & Parking Lot Reconfiguration Project, M-694 in the amount of $280,779.09 and $66,598.14 respectively.
CM-06-238-2026

Motion by Radner, seconded by Edgar, CARRIED, to approve Pay Application No. 6 and Change Order No. 3 to Warren Contractors & Development of Shelby Twp., MI for the Eleven Mile Road Alleys & Parking Lot Reconfiguration Project, M-694 in the amount of $280,779.09 and $66,598.14 respectively.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

Approval of Pay Application No. 6 and Change Order No. 3 for the Eleven Mile Road Alleys & Parking Lot Reconfiguration Project, M-694 by Warren Contractors & Development of Shelby Twp., MI. This project replaced the pavement in the alley and parking lots behind the businesses between Tulare and Gardner, just south of Eleven Mile. This project is now approximately 100% complete. The change is order for the addition of string light poles and the balancing of contract items.

3. Approval of Pay Application No. 1 and Change Order No. 2 to Eminent Contracting, LLC. of Detroit, MI for the Capital Avenue Rehabilitation Project, M-786 in the amount of $365,585.22 and $5,000.00 respectively.
CM-06-239-2026

Motion by Radner, seconded by crawford, CARRIED, to approve Pay Application No. 1 and Change Order No. 2 to Eminent Contracting, LLC. of Detroit, MI for the Capital Avenue Rehabilitation Project, M-786 in the amount of $365,585.22 and $5,000.00 respectively.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

Approval of Pay Application No. 1 and Change Order No. 2 for the Capital Avenue Rehabilitation Project, M-786 by Eminent Contracting, LLC. of Detroit, MI. This project will remove and replace road patches along Capital Avenue, from Coolidge to Rosewood, as well as performing site cleanup and implementing traffic control measures. The change order is for unforeseen subgrade undercuts in some patches. The project is still expected to be well within the budget.

4. Approval of Change Order No. 2 and budget amendment for the 2025-2026 Miscellaneous Concrete Project, M-782 to Mattioli Cement Company of Fenton, MI, in the amount of $186,243.18.
   CM-06-240-2026

Motion by Edgar, seconded by Radner, CARRIED, to approve Change Order No. 2 and budget amendment for the 2025-2026 Miscellaneous Concrete Project, M-782 to Mattioli Cement Company of Fenton, MI, in the amount of $186,243.18.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

Attached is . This Change Order No. 2 for the 2025-2026 Miscellaneous Concrete Project, M-782 by Mattioli Cement Company of Fenton, MI, authorizes the contractor to perform pavement repairs on the off-street parking lots off Coolidge Hwy., between Elgin to Sherwood. This extra work will require a budget amendment in the Major Street Fund (202-18.479-970) for the same amount.

C. Department of Public Works

1. Request to approve a one-year Professional Services agreement with Lemarbe Services LLC.
   CM-06-241-2026

Motion by Radner, seconded by Crawford, CARRIED, to approve a one-year Professional Services agreement with Lemarbe Services LLC.

Roll Call Vote:	Yes:	McClellan, Edgar, Radner, Crawford
	No:	None
	Absent:	None

This contract includes services to assist the city with public works and community projects as assigned by City management, under the direction of the City Manager. The agreement is effective June 1, 2026 through May 31, 2027.

D. State of the City Update

City Manager Tungate and Deputy City Manager DeCoster reminded everyone that the State of the City Event will take place at the Event Hub on June 30 beginning with a reception at 5:30 pm and concluding with a concert outside at he Band Shell later in the evening.

12. CALL TO THE AUDIENCE

Nicole Kate - 24210 Onieda, is looking for assistance with roof repairs for her home.

Candace Calloway congratulated the City on the Farmer's Market sneak preview.

Ken Sherman, 23840 Jerome, is concerned with a light pole that has been sitting on his street for two weeks after it was delivered by DTE. He also has concerns with Lemarbe LLC being awarded a contract without a bid process.

13. CALL TO THE COUNCIL

14. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:43 PM.

T. Edwin Norris, City Clerk

MINUTES
SPECIAL CITY COUNCIL MEETING
41ST CITY COUNCIL
OAK PARK, MICHIGAN
JUNE 1, 2026
5:30 PM

1. CALL TO ORDER

The special meeting was called to order at 5:30 PM by Mayor McClellan in the Executive Conference Room of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

2. ROLL CALL

PRESENT: Mayor McClellan, Mayor Pro Tem Edgar, Council Member Radner, Council Member Crawford

OTHERS
PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause, Human Resources Director Allen, Municipal Services Director Marrone, Recreation Director Stasiak, Deputy City Manager Owczarzak, Deputy City Manager DeCoster.

3. SPECIAL BUSINESS

A. Community Center Project Update

Representatives from Barton Malow were present to review the initial design concepts for the proposed Oak Park Community Center. They presented community engagement data and summarized the feedback that informed the project's key design elements. The inclusion of a pool and slide feature was a central topic of discussion, with consensus reached to incorporate a slide element into the design. The project is anticipated to break ground in spring 2027.

B. Council Member Applicant Update

City Manager Tungate reviewed the Council Member appointment process with the Council and provided each member with a packet containing the 14 applicants. The Council agreed that each member would submit their top two candidates to the City Manager by noon on June 4. The selected candidates would then be contacted for interviews at a special meeting scheduled for Monday, June 8 at 5:30 p.m.

4. CALL TO THE AUDIENCE - NONE

5. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:47 PM.

T. Edwin Norris, City Clerk

MINUTES
SPECIAL CITY COUNCIL MEETING
41ST CITY COUNCIL
OAK PARK, MICHIGAN
JUNE 8, 2026
5:30 PM

1. CALL TO ORDER

The special meeting was called to order at 5:30 PM by Mayor McClellan in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

2. ROLL CALL

PRESENT: Mayor McClellan, Mayor Pro Tem Edgar, Council Member Radner, Council Member Crawford

ABSENT: None

OTHERS
PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause, Resident Services Coordinator Ciechorski, Human Services Director Allen, Cable/Video Coordinator White

3. SPECIAL BUSINESS

A. Interview candidates for the open Council Member position

City Council conducted interviews with the following Council Member candidates. City Manager Erik Tungate led the interview process by presenting questions to each candidate, providing time for candidates to pose questions to the Council, and allowing Council members the opportunity to ask follow-up questions.

1. Rebecca Berman
2. Jocelyn Coats
3. Larmender Davis
4. Jason Deneau
5. Darlene White
6. Karen Yaldoo

B. Possible deliberation on the appointment of a new Council Member

Council agreed to deliberate and appoint the new council member at the June 15, 2026, regular council meeting.

4. CALL TO THE AUDIENCE

Jonathan Nachman, 10730 Northfield, asked what happens if the council is unable to appoint a candidate. (It was noted that Council will deliberate until 3 or more members agree on a candidate.)

5. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 7:05 PM.

T. Edwin Norris, City Clerk

CITY OF OAK PARK, MI
STAFF REPORT

6.D

AGENDA FOR: June 15, 2026

SUBJECT: Approval of Invoice No. 5 and No. 6 from Giffels Webster for Master Planning Services in the total amount of $11,647.50.

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: Attached is Invoice No. 5 from Giffels Webster for Master Planning Services as part of the 2026 Master Plan Update project. This project is approximately 50% completed.

FINANCIAL STATEMENT:

Project	This Period	Prior Billings	To Date	Contract Amount	Account Number
Master Plan Update	$11,647.50	$23,295.00	$34,942.50	$69,885.00	101-11.611-801.000

RECOMMENDED ACTION: It is recommended that Invoice No. 5 and No. 6 from Giffels Webster for the 2026 Master Plan Services be approved for the total amount of $11,647.50. Funding is available in the above listed account.

EXHIBITS:

1. Giffels Webster Invoice_137696
2. Giffels Webster Invoice_137858

giffels webster

RECEIVED
MAY 21 2026
BY:

28 W. Adams, Suite 1200
Detroit, MI 48226
(313) 962-4442

CITY OF OAK PARK
14000 OAK PARK BLVD
OAK PARK, MI 48237
KIM MARRONE

Invoice number	137696
Date	05/15/2026
Project No.	2074300

Project: OAK PARK MASTER PLAN

For professional services through April 25, 2026

Description	Due This Invoice
Existing Conditions	3,058.75
Goals & Objectives	896.25
Administration	1,868.75
Total	5,823.75

Invoice total 5,823.75

Total: $5,823.75

Payment 5 of 12: $5,823.75

Outstanding Invoices

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
137174	03/11/2026	5,823.75			5,823.75		
137455	04/17/2026	5,823.75	5,823.75				
137696	05/15/2026	5,823.75	5,823.75				
	Total	17,471.25	11,647.50	0.00	5,823.75	0.00	0.00

28 W. Adams, Suite 1200
Detroit, MI 48226
(313) 962-4442

CITY OF OAK PARK
14000 OAK PARK BLVD
OAK PARK, MI 48237
KIM MARRONE

Invoice number	137858
Date	06/04/2026
Project No.	2074300

Project: OAK PARK MASTER PLAN

For professional services through May 23, 2026

Description	Due This Invoice
Goals & Objectives	5,823.75
Total	5,823.75

Invoice total	5,823.75

Total: $5,823.75

Payment 6 of 12: $5,823.75

Outstanding Invoices

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
137174	03/11/2026	5,823.75			5,823.75		
137696	05/15/2026	4,183.75	4,183.75				
137858	06/04/2026	5,823.75	5,823.75				
	Total	15,831.25	10,007.50	0.00	5,823.75	0.00	0.00

OAK PARK PUBLIC SAFETY
May ____ 2026
ACTIVITY SUMMARY

OPERATIONS:

Calls for Service

-2025 Total: 15189

-2025: May 1328

-2025 YTD: 6166

-2026: May 1377

-2026 YTD: 6248

-Arrests: 147

-Vacation/Property Checks: 0

-Non-Criminal Fingerprints: 17

-PBT's: 0

-Vehicles Impounded: 62

-Traffic Stops: 1101

-Medicals: 258

INVESTIGATIONS:

Cases Assigned: 119

Warrants Obtained: 41

See attached report "RMS-008" for May crime summary

Records Bureau:

Animal Licenses: 22

Alarm Permits: 1

Handgun Registrations: 16

FOIA / RFI / Discovery Requests: 222

Calls Received at Dispatch: 3418

REPORTED FIRES: 6 (3 structural, 1 vehicle, 2 other)

NON-FIRE INCIDENTS:

(104 includes false fire alarms)

FIRE SAFETY INSPECTIONS: 21



COMMUNITY POLICING

- Citizen's Academy.
- Hand Out ice cream city streets.
-Bring your kid to work day.
-Touch a truck Ferndale.
-Concerned Citizens Block Party.
-Norup school carnival.
-Solved several neighborhood issues.
-Attended City Council Meetings.
-Attended Youth Assistance Meeting.
-Several station tours.
-Extra patrol Synagogues.

CITATIONS ISSUED: 866 (YTD: 4058)

(May 2025: 667 / 2025 YTD: 3193)

HAZARDOUS	277	32%
NON - HAZARDOUS	339	39%
PARKING	100	12%
ORDINANCE VIOLATION	150	17%

Training: Evidence Tech school Ofc Bade and Ofc Probe. PTSD training Ofc's Barclay, Beasly, Murphy and Spiz. Department pistol range. Patrol rifle instructor Motta, Cox and Laskaska. Department truck driving training. CPR training Ofc Meloche. Pump Ops Ofc's Barclay and Roux. Suicidal caller training Dispatchers Diekman and Mcpherson. Fire Officer 1 Motta, Macfarlane, Fullerton and Carignan. FBI training Lt. Batora and Barker. Dispatch training Reynolds.

CITY OF OAK PARK, MI
STAFF REPORT

6.F

AGENDA FOR: June 15, 2026

SUBJECT: Request to approve Payment Application No. 2 for the 2026 Landscape Maintenance Contract, to BrightView Landscape of Pontiac, MI in the amount of $7,113.00.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, Deputy City Manager

SUMMARY: Payment Application No. 1 for the 2026 Landscape Maintenance Contract

FINANCIAL STATEMENT: Attached is Payment Application No. 2 for the 2026 Landscape Maintenance Contract. This contract maintains the landscape beds along Nine Mile, at Nine Mile and Coolidge, City Complex, DPW, as well as the city welcome signs.

RECOMMENDED ACTION: It is recommended that Payment Application No. 2 for the 2026 Landscape Maintenance Contract, to BrightView Landscape of Pontiac, MI be approved in the amount of $7,113.00. Funding is available in the Major Streets (202-18.479-801), Shepherd Park (101-18.443-801), and Other Parks (101-18.444-801) funds for this expenditure.

EXHIBITS:

1. Brightview_Pay Application No. 2

PAYMENT APPLICATION

PROJECT: 2026 Landscape Maintenance Contract

APPLICATION NO.: 2

OWNER: City of Oak Park, MI

PERIOD ENDING: May 29, 2026

CONTRACTOR: BrightView Landscape
45790 Woodward Ave.
Pontiac, MI 48341

ITEM NO.	ITEM DESCRIPTION	ORIGINAL BID QUANTITY		BID PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Bi-weekly maintenance at the City Complex (See Exhibit A)	14	Weeks	$1,179.00	2.00	$2,358.00	2.00	$2,358.00
2	Bi-weekly maintenance at the Nine Mile and Coolidge Hwy. Intersection (See Exhibit B)	14	Weeks	$700.00	1.80	$1,260.00	1.80	$1,260.00
3	Bi-weekly maintenance at the city welcome signage and DPW Service Center (See Exhibit C)	14	Weeks	$304.00	2.00	$608.00	2.50	$760.00
4	Bi-weekly maintenance at the Nine Mile Cooridor (See Exhibit D)	14	Weeks	$714.00	1.75	$1,249.50	2.25	$1,606.50
5	Fertilizer and Broadleaf application on all turf areas	4.00	Apps	$2,325.00	0.00	$0.00	0.00	$0.00
6	Mulch placement (3" of Brown Double Shredded Hardwood)	150	CYD	$75.00	0.00	$0.00	0.00	$0.00
7	Spring Clean up	1	Each	$3,275.00	0.50	$1,637.50	1.00	$3,275.00
8	Fall Clean up	1	Each	$6,900.00	0.00	$0.00	0.00	$0.00
					Period Amount:	**$7,113.00**	**Total Amount:**	**$9,259.50**

Original Contract Amount: **$72,783.00**

Earnings This Period:	**$7,113.00**
Total Earnings to Date:	$9,259.50
Deductions:	$0.00
Payments to Date:	$2,146.50
Amount Due to BrightView Landscape:	**$7,113.00**

Accepted By: _____ Date: 06/10/2026
BrightView Landscape

Approved By: _____ Date: 06/10/2026
Erik Nock, City of Oak Park

CITY OF OAK PARK, MI
STAFF REPORT

6.G

AGENDA FOR: June 15, 2026

SUBJECT: Request to approve Payment Application No. 2 for the 2026 Lawn Maintenance Contract, to Parrott Landscaping of Clinton Township, MI in the amount of $12,165.00.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, Deputy City Manager

SUMMARY: Payment Application No. 2 for the 2026 Lawn Maintenance Contract

FINANCIAL STATEMENT: Attached is Payment Application No. 2 for the 2026 Lawn Maintenance Contract. This contract maintains the lawns in the City's parks, grounds, and rights of way.

RECOMMENDED ACTION: It is recommended that Payment Application No. 2 for the 2026 Lawn Maintenance Contract, to Parrott Landscaping of Clinton Township, MI be approved in the amount of $12,165.00. Funding is available in the Major Streets (202-18.479-801), Local Streets (203-18.479-801), Water / Sewer (592-18.540-930), and Public Works (101-18.443-801 and 101-18.444-801) funds for this expenditure.

EXHIBITS:

None

CITY OF OAK PARK, MI
STAFF REPORT

6.H

AGENDA FOR: June 15, 2026

SUBJECT: Payment request from Neumann Smith Architecture for Architectural Services on the Community Center Project for the total amount of $34,931.82.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, Deputy City Manager

SUMMARY: Attached is an invoice (No. 4) from Neumann Smith Architecture for the Community Center Project. We have completed Schematic Design and are starting Design Development for the Project.

FINANCIAL STATEMENT: See below for a breakdown of costs per project:

Project	This Period	Prior Billings	Contract Remaining	Current Contract	Account Number
Schematic Design	$14,964.82	$284,540.18	$0.00	$299,505.00	406-18.446-970.200
Design Development	$19,967.00	$0.00	$379,373.00	$399,340.00	406-18.446-970.200
Construction Documents	$0.00	$0.00	$698,845.00	$698,845.00	406-18.446-970.200
Bidding / Negotiations	$0.00	$0.00	$59,901.00	$59,901.00	406-18.446-970.200
Pre Bid Reimburseable	$0.00	$79.02	$39,920.98	$40,000.00	406-18.446-970.200
Construction Administration	$0.00	$0.00	$499,175.00	$499,175.00	406-18.446-970.200
Project Closeout	$0.00	$0.00	$39,934.00	$39,934.00	406-18.446-970.200
Post Bid Reimburseables	$0.00	$0.00	$25,000.00	$25,000.00	406-18.446-970.200
Totals:	**$34,931.82**	**$284,619.20**	**$1,742,148.98**	**$2,061,700.00**	

RECOMMENDED ACTION: It is recommended that the attached invoice (No. 4) from Neumann Smith Architecture for the Community Center Project be approved for the total amount of $34,931.82. Funding is available in the Community Center Construction Fund (406-18.446-970.200).

EXHIBITS:

1. NS - Invoice 4_1216475

NEUMANN SMITH architecture
SOUTHFIELD • DETROIT

400 Galleria Officentre
Suite 555
Southfield, MI 48034
248-352-8310

City of Oak Park
14000 Oak Park Blvd
Oak Park, MI 48237

Invoice number 1216475
Date 06/01/2026

Project 2025113 Oak Park Community Center

Services Rendered Through 05/24/2026

Description	Fee	% Complete	Prior Invoiced	Current Fee
Schematic Design	299,505.00	100.00	284,540.18	14,964.82
Design Development	399,340.00	5.00	0.00	19,967.00
Construction Documents	698,845.00	0.00	0.00	0.00
Bidding/Negotiation	59,901.00	0.00	0.00	0.00
Reimbursment Allow-Pre Bid	40,000.00	0.20	79.02	0.00
Construction Administration	499,175.00	0.00	0.00	0.00
Project Close Out	39,934.00	0.00	0.00	0.00
Reimbursement Allow-Post Bid	25,000.00	0.00	0.00	0.00
Reimbursables	0.00	0.00	0.00	0.00
Additional Services	0.00	0.00	0.00	0.00
Total	2,061,700.00	15.50	284,619.20	34,931.82

Invoice total **34,931.82**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1216431	05/01/2026	164,750.00	164,750.00				
	Total	164,750.00	164,750.00	0.00	0.00	0.00	0.00

CITY OF OAK PARK, MI
STAFF REPORT

6.I

AGENDA FOR: June 15, 2026

SUBJECT: Request to approve Payment Application No. 8 for the 2025 Block Pruning Project, to Limb Walkers Tree & Snow, LLC of Kenockee, MI in the amount of $15,390.00.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, Deputy City Manager

SUMMARY: Payment Application No. 8 for the 2025 Block Pruning Project.

FINANCIAL STATEMENT: Attached is Payment Application No. 8 for the 2025 Block Pruning Project. This project includes the trimming, removal, and stumping of select trees around the City of Oak Park. This project is currently 90% complete.

RECOMMENDED ACTION: It is recommended that Payment Application No. 8 for the 2025 Block Pruning Project, to Limb Walkers Tree & Snow, LLC of Kenockee, MI be approved in the amount of $15,390.00. Funding is available in the Water / Sewer Fund (592-18.538-970) for this expenditure.

EXHIBITS:

1. Pay Application No. 8

PAYMENT APPLICATION

PROJECT: 2025 Block Pruning Project

APPLICATION NO.: 8

OWNER: City of Oak Park, MI

PERIOD ENDING: June 5, 2026

CONTRACTOR: Limb Walkers Tree and Snow
10073 Boyce Road
Kenockee, MI 48006

ITEM NO.	ITEM DESCRIPTION	UNIT	BID PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Traditional Block Pruning (Raising)	Per Tree	$50.00	0.00	$0.00	20.00	$1,000.00
2	Crown Cleaning	Per Tree	$125.00	0.00	$0.00	157.00	$19,625.00
3	Tree Removals, 8" to 19" DBH	Per Tree	$300.00	0.00	$0.00	9.00	$2,700.00
4	Tree Removals, 20" to 27" DBH	Per Tree	$675.00	8.00	$5,400.00	23.00	$15,525.00
5	Tree Removals, 28" to 35" DBH	Per Tree	$1,250.00	4.00	$5,000.00	17.00	$21,250.00
6	Tree Removals, 36" to 43" DBH	Per Tree	$2,275.00	0.00	$0.00	3.00	$6,825.00
7	Tree Removals, 44" and over DBH	Per Tree	$3,255.00	0.00	$0.00	3.00	$9,765.00
8	Stump Removal, 8" to 19" DBH	Per Tree	$100.00	1.00	$100.00	6.00	$600.00
9	Stump Removal, 20" to 27" DBH	Per Tree	$150.00	3.00	$450.00	7.00	$1,050.00
10	Stump Removals, 28" to 35" DBH	Per Tree	$200.00	10.00	$2,000.00	11.00	$2,200.00
11	Stump Removal, 36" to 43" DBH	Per Tree	$310.00	4.00	$1,240.00	4.00	$1,240.00
12	Stump Removals, 44" and over DBH	Per Tree	$400.00	3.00	$1,200.00	3.00	$1,200.00

Period Amount:	$15,390.00	Total Amount:	$82,980.00

Original Contract Amount: **$95,000.00**

Earnings This Period:	**$15,390.00**
Total Earnings to Date:	$82,980.00
Deductions:	$0.00
Payments to Date:	$67,590.00
Amount Due to Limb Walkers:	**$15,390.00**

CITY OF OAK PARK, MI
STAFF REPORT

6.J

AGENDA FOR: June 15, 2026

SUBJECT: Approval of Pay Application No. 3 for the Multiple Campus Buildings Demolition Project, M-796 to Mierzwa Construction Company of Pontiac, MI, in the amount of $126,100.00.

DEPARTMENT: Municipal Services

FROM: Daniel Fairless, Deputy Director of Municipal Services

SUMMARY: Attached is Pay Application No. 3 for the Multiple Complex Buildings Demolition Project, M-796 in the amount of $126,100.00 by Mierzwa Construction Company of Pontiac, MI. This project includes demolition of multiple city complex buildings and amenities to prepare for the new Community Center Project pursuant to the enclosed map. The project is approximately 70% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	**$398,000.00**
Total Earnings to Date:	$263,000.00
Less Retainage:	$19,900.00
Net Earned:	$243,100.00
Deductions:	$0.00
Balance:	$243,100.00
Payments to Date:	$117,000.00
Amount Due to Mierzwa:	**$126,100.00**

RECOMMENDED ACTION: It is recommended that Pay Application No. 3 for the Multiple Campus Buildings Demolition Project, M-796 by Mierzwa Construction Company of Pontiac, MI be approved for the amount of $126,100.00. Funding is available in the Community Center Construction Fund (406-18.446-970.213).

EXHIBITS:

1. Pay Application No. 3
2. Demo Site Map

PAYMENT APPLICATION

PROJECT: **MUNICIPAL COMPLEX MULTIPLE BUILDING DEMOLITION, M-796**

JOB NUMBER: M-796

OWNER: **CITY OF OAK PARK, MICHIGAN**

APPLICATION NO.: 3

CONTRACTOR: **MIERZWA CONSTRUCTION, LLC.**
1001 CESAR E CHAVEZ AVE.
PONTIAC, MI 48340

PERIOD ENDING: 6/5/2026

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Ice Arena, 13950 Oak Park Boulevard	1	LSUM	$180,000.00	0.50	$90,000.00	0.50	$90,000.00
2	Pool Bathhouse, 14210 Oak Park Boulevard	1	LSUM	$50,000.00	0.50	$25,000.00	1.00	$50,000.00
3	Inground Pool, 14210 Oak Park Boulevard	1	LSUM	$55,000.00	0.00	$0.00	1.00	$55,000.00
4	Snack Bar Building	1	LSUM	$14,000.00	0.00	$0.00	1.00	$14,000.00
5	Restrooms/Storage Building	1	LSUM	$18,000.00	0.00	$0.00	1.00	$18,000.00
6	Cable Building, 14320 Oak Park Boulevard	1	LSUM	$36,000.00	0.50	$18,000.00	1.00	$36,000.00
7	Tennis/Basketball Courts	1	LSUM	$45,000.00	0.00	$0.00	0.00	$0.00
8	Silt Sacks	10	EACH	$0.00	0.00	$0.00	0.00	$0.00
9	Silt Fencing	2,800	LFT	$0.00	0.00	$0.00	0.00	$0.00

Period Total Amount: **$133,000.00** **Amount to Date:** **$263,000.00**

Original Contract Amount: **$398,000.00**

Earnings This Period:	$133,000.00
Total Earnings to Date:	$263,000.00
Less Retainage:	$19,900.00
Net Earned:	$243,100.00
Deductions:	$0.00
Balance:	$243,100.00
Payments to Date:	$117,000.00

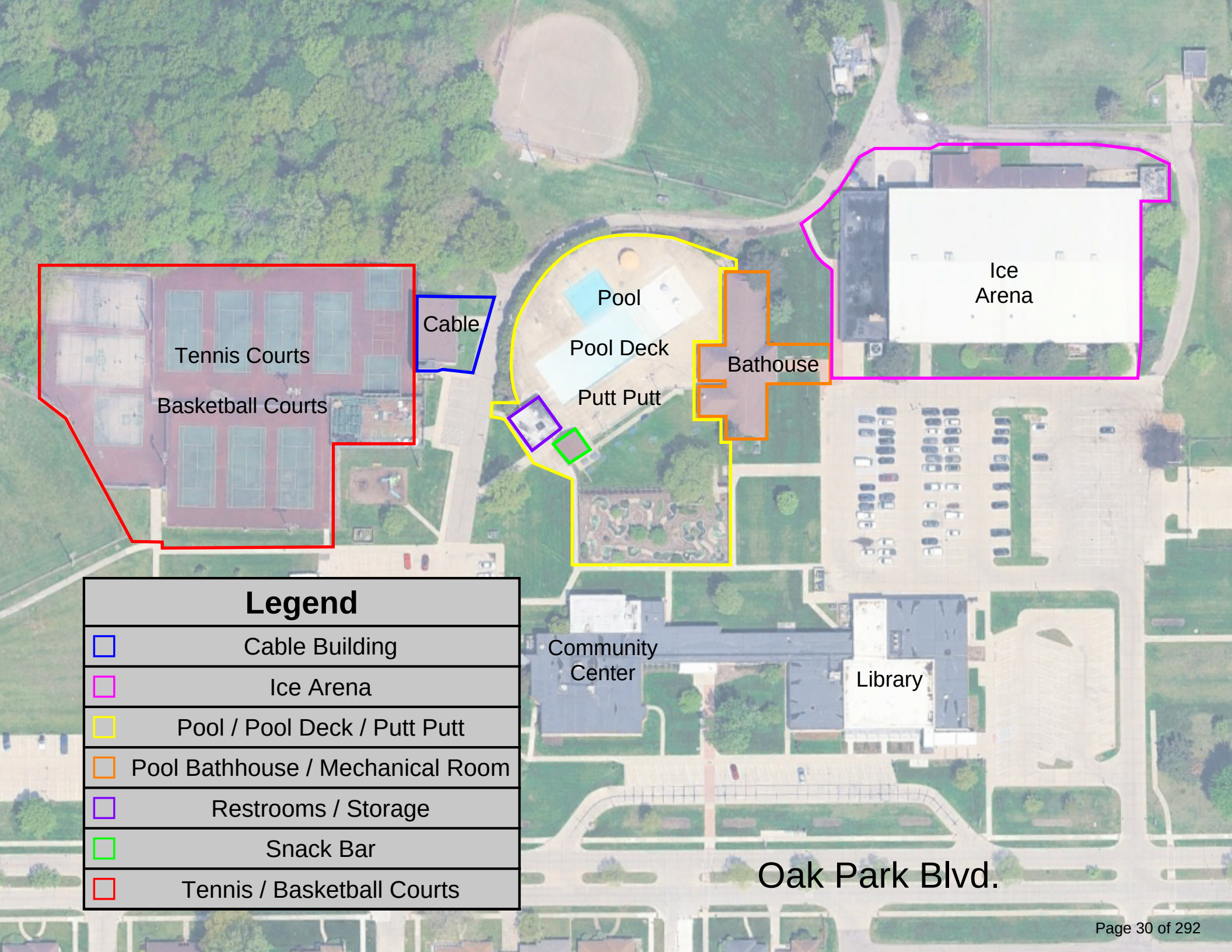
AMOUNT DUE MIERZWA CONSTRUCTION: **$126,100.00**

Accepted By: Charlie Mierzwa
Charlie Mierzwa (Jun 9, 2026 11:39:33 EDT)
Mierzwa Construction, LLC.

Date: 06/09/2026

Approved By: Daniel J. Fairless
Daniel J. Fairless (Jun 9, 2026 11:41:43 EDT)
Dan Fairless, Deputy Director of Municipal Services
City of Oak Park, Michigan

Date: 06/09/2026


Tennis Courts
Basketball Courts
Cable
Pool
Pool Deck
Putt Putt
Bathouse
Ice
Arena
Community
Center
Library
Oak Park Blvd.
Legend
Cable Building
Ice Arena
Pool / Pool Deck / Putt Putt
Pool Bathhouse / Mechanical Room
Restrooms / Storage
Snack Bar
Tennis / Basketball Courts

CITY OF OAK PARK RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION MEETING MINUTES April 16, 2026

Meeting held at the Community Center at 6:00 PM in Room Two

1. THE MEETING WAS CALLED TO ORDER AT 6:02 PM

2. ROLL CALL

Present:

Chairperson and Secretary Natalie Sturm, Vice Chairperson Jonathan Nachman

Commission members Kenneth Sherman, Kyle Soule, Steven Gold, Clarissa Cleons

City Liaison Erik Nock, City Council Liaison Stephanie Crawford

Absent:

Commission members Leslie Ellis and Edna Rubin

3. APPROVAL OF THE AGENDA

Motion to approve:

Moved by Kenneth Sherman, seconded by Steven Gold

Call for amendments:

Kenneth Sherman requested the start time be corrected to 6:00 PM, and the addition of the Spring Cleanup event to New Business

Erik Nock requests the addition of an update on T shirt inventory shirt update to New Business

Motion to approve as amended:

Moved by Steven Gold, seconded by Kyle Soule

Vote: Yes: All

No: None

Motion declared adopted

CITY OF OAK PARK RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION MEETING MINUTES April 16, 2026

4. APPROVAL OF MINUTES

Call for corrections: None proposed

Motion to approve:

Moved by Kenneth Sherman, seconded by Jonathon Nachman

Vote: Yes: All

No: None

Motion declared adopted

5. CONSIDERATION OF OLD BUSINESS

a. SOCCRA update provided by Staff Liaison Erik Nock, who shared that discrepancies between Oak Park trash and recycling volumes appear to be improving.

b. Ideas for possible Commission name change: Discussion put on hold pending attendance of all Commission members.

c. Consideration of dates for the 2026 Native Plant Sale: Natalie Sturm summarized attempts to connect with Berkley Environmental Advisory Committee: contact information of chairperson was provided by the Berkely City Council Liaison, but nothing further was heard from Committee about interest in potential collaboration. Erik Nock clarified that per City Recreation Department, permission for events in the Water Tower District would have to be sought primarily from the businesses who utilize the city's public parking. The Commission decided to pursue an event in the Oak Park Community parking lot as last year without additional collaborators; Natalie to contact vendors about the 1st weekend of October or other available dates.

d. Independence Day event programming: Paperwork to request a space was completed and submitted to Erik Nock.

6. NEW BUSINESS

a. City Council Report: City Council Liaison Stephanie Crawford shared that there may be changes pending to the Beautification Commission's annual flower sale due to vendor availability and changes to Commission membership.

b. Communications Report – Commission members discussed confusing verbiage in the advertisement for the Spring Clean Up in the city magazine; Natalie Sturm to request a social media post closer to the date clarifying the location.

c. Report on Past Events: None since prior meeting

d. Rain Barrel Seminar: Erik Nock shared that Oakland County Water Resources Commissioner Jim Nash and Dan Samuel of the Oak Park Engineering department will be speaking.

e. 2026 Spring Clean Up: Commission members discussed considering locations other than city parks for future events, such as city property along roadways, or the parking lots of private businesses if consent obtained. Natalie Sturm to create a poster-sized sign for May event.

f. T Shirt inventory: Erik Nock clarified current inventory by size; commission voted to spend up to $500 ordering shirts to bring count for each size except 3XL up to 10 shirts, and 3XL up to 4 shirts.

Motion to approve funding:

Moved by Kenneth Sherman, seconded by Steven Gold

Roll call vote:

All in favor, none opposed

7. PUBLIC COMMENTS

a. No public present

8. COMMISSIONER COMMENTS

a. Natalie Sturm shared that Stephanie Crawford had shared an invitation to attend the Oakland County Water Resources' "How Water Works" educational event on April 30; Natalie to forward the email link to all Commission members.

b. Commissioners discussed the Detroit Zoo's electronic recycling event.

c. Erik Nock clarified the policy regarding attendance and absences; Commissioners discussed the potential for an upcoming decision regarding current members who have repeated absences.

9. ADJOURNMENT

Moved by Steve, seconded by Kenneth Sherman

Vote: Yes: All

No: None

Motion declared adopted; meeting adjourned at 6:57 PM

Minutes prepared by Natalie Sturm

CITY OF OAK PARK, MI
STAFF REPORT

6.L

AGENDA FOR: June 15, 2026

SUBJECT: Payment of invoice from Desiree Kelly Art, for the mural included in the Eleven Mile Road Alleys, and Parking Lot Reconfiguration Project, in the amount of $25,000.

DEPARTMENT: Economic and Community Development

FROM: Michelle Bishop, Manager of Authorities

SUMMARY:

Attached is a request for a progress payment in the amount of $25,000, from Desiree Kelly Art. This mural is part of the larger project to replace the pavement in the alley and parking lots behind the businesses between Tulare and Gardner, just south of Eleven Mile. The project is approximately 75% complete.

FINANCIAL STATEMENT:

Funding is available in the CIA Materials and Supplies account 251-00.000-726.000.

RECOMMENDED ACTION: It is recommended that we pay the invoice for $25,000 to Desiree Kelly Art.

EXHIBITS:

1. Mural Invoice 3

DÈSIRÈE KELLYART .COM

Invoice #0000597

Issue Date: Jun 1, 2026
Due Date: Jun 2, 2026

Desiree Kelly Art, LLC
8366 Rucker Road
Grosse ile, Michigan 48138-1910
United States
desiree@desireekellyart.com

Bill to:
City of Oak Park
14300 Oak Park Blvd
Oak Park, 48237

Additional Customer Info:
mbishop@oakparkmi.gov

Product or Service	Quantity	Price	Line Total
Murals at Water Tower Social District (quarter payment) Completed wall 3	1	$25,000.00	$25,000.00

Subtotal	**$25,000.00**
Taxes	$0.00
Invoice Total	$25,000.00
Amount Paid	$0.00
Balance Due	**$25,000.00**

CITY OF OAK PARK, MI
STAFF REPORT

6.M

AGENDA FOR: June 15, 2026

SUBJECT: Amendment to Five-Year Lease Agreement with Xerox to Add Event Hub Printer

DEPARTMENT: Administration

FROM: Adam Owczarzak, Deputy City Manager

SUMMARY: On October 9, 2025, City Council authorized a five-year lease agreement with Xerox for municipal printing services. Since the execution of the agreement, the Event Hub has commenced operations, creating a need for additional printing capacity at that location. Accordingly, an amendment to the existing agreement is required to incorporate a printer at the Event Hub.

FINANCIAL STATEMENT: The monthly lease payment for this printer is $49.46.

RECOMMENDED ACTION: Staff recommends that Council approve the five-year lease agreement with Xerox for copier and printing services, subject to final review by the City Attorney.

EXHIBITS:

1. City of Oak Park - Sales Order Package #20464951

xerox

Business Solutions

Copy Plus Rental Supplement

APPLICATION NO.	MASTER AGREEMENT NO. 211-4221176-001	SUPPLEMENT NO.

CUSTOMER INFORMATION

FULL LEGAL NAME			STREET ADDRESS	
City of Oak Park			14000 Oak Park Blvd	
CITY	**STATE**	**ZIP**	**PHONE**	**FAX**
Oak Park	MI	48237	2486917591	

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)
See attached Schedule A

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER

☒ See attached Schedule A

EQUIPMENT REMOVED FROM ABOVE-REFERENCED AGREEMENT AND/OR PREVIOUS SUPPLEMENT(S), AS APPLICABLE

MAKE/MODEL/ACCESSORIES	SERIAL NO.	ENDING METER

TERM *(Complete One Term Option)*

_____ Mos. Term applies to this Supplement (as defined below) only.

54 months Mos. The end of term of this Supplement shall coincide with the end of term date set forth in the above-referenced Master Agreement and/or previous supplement(s), as applicable.

PAYMENT *(Complete One Payment Option) (Note: The payment ("Payment") period is monthly unless otherwise indicated).*

Payment Amount* $ $49.46 Monthly *(amounts due under this Supplement only).* **plus applicable taxes*

Consolidated Payment Amount* $ _____ *(amounts due under this Supplement, the above-referenced Master Agreement, and/or previous supplement(s), as applicable).*

ALLOWANCES & OVERAGES *(Select One Option) (Note: If no box is checked, then Allowance and Overages shall apply to the Equipment on this Supplement only.)*

☐ Amounts apply to the Equipment on this Supplement only.

☐ Amounts apply to the Equipment on this Supplement, together with the Equipment listed on the above-referenced Master Agreement and/or previous supplement(s), as applicable.

METER READINGS VERIFIED:

B&W Pages Included	See attached Schedule A	Overages billed at $	See attached Schedule A	per B&W page*
Color Pages Included	See attached Schedule A	Overages billed at $	See attached Schedule A	per Color page*
B&W Prints Included	See attached Schedule A	Overages billed at $	See attached Schedule A	per B&W print*
Color Prints Included	See attached Schedule A	Overages billed at $	See attached Schedule A	per Color print*

OWNER ACCEPTANCE

Xerox Business Solutions, LLC

OWNER | SIGNATURE | PRINT NAME / TITLE | DATED

CUSTOMER ACCEPTANCE

The Master Agreement refers to the Master Agreement No. referenced above by and between Customer and either the party shown as "Owner" above or an affiliate thereof. This Copy Plus Rental Supplement, together with the preprinted terms and conditions of the Master Agreement, constitutes an agreement between you and us with respect to the Equipment referenced herein, separate and distinct from the Master Agreement ("Supplement"). Notwithstanding anything to the contrary in the Master Agreement, you acknowledge that the party shown as "Owner" above shall be deemed the "Owner" for all purposes under the Master Agreement as incorporated into this Supplement. We agree to rent to you the Equipment described above on the terms set forth in this Supplement, together with the preprinted terms set forth in the Master Agreement. If any provision in this Supplement conflicts with a provision in the Master Agreement, the provision in this Supplement shall control. **BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THIS SUPPLEMENT.** You acknowledge and agree that the Equipment has been delivered to you and you hereby accept such Equipment on an "AS-IS, WHERE-IS" basis for all purposes as of the date hereof. Upon you signing below, your promises herein will be non-cancelable, irrevocable and unconditional in all respects.

City of Oak Park | X | /

CUSTOMER (as referenced above) | SIGNATURE | PRINT NAME / TITLE

xerox

Business Solutions

Schedule A

APPLICATION NO.	SUPPLEMENT NO.

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **Xerox Business Solutions, LLC**.

EQUIPMENT DESCRIPTION

Quantity	Model and Description	Location	Serial Number	Starting Meter	Meter Pools
1	Xerox C415dn with Accessories	CITY OF OAK PARK 14100 OAK PARK BLVD. OAK PARK, MI 48237			B&W: MPS Pool #1 Color: MPS Pool #1

METER POOL INFORMATION

Name	Allowance	Excess Rate	Excess Frequency
B&W: MPS Pool #1	Use Existing Volume	Use Existing Contract Rates	Quarterly
Color: MPS Pool #1	Use Existing Volume	Use Existing Contract Rates	Quarterly

SOFTWARE / IT

Quantity	Description	Location

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

City of Oak Park	X	/	
CUSTOMER (as referenced above)	SIGNATURE	PRINT NAME / TITLE	DATED

xerox Business Solutions

Xerox Business Solutions, LLC ("Company")

SALES & SERVICE AGREEMENT

CUSTOMER			BILL TO		
CUSTOMER NAME			CUSTOMER NAME		
City of Oak Park			CITY OF OAK PARK		
ADDRESS			ADDRESS		
14000 Oak Park Blvd			14000 OAK PARK BLVD		
CITY, STATE ZIP			CITY, STATE ZIP		
Oak Park, MI 48237			OAK PARK, MI 48237		
PRIMARY CONTACT PERSON	PRIMARY PHONE NUMBER	PRIMARY EMAIL	BILL TO CONTACT PERSON	BILL TO PHONE NUMBER	BILL TO EMAIL
RICARDO SINGSON	2486917591	RSINGSON@OAKPARKMI.GOV	Karen Bryant	2486917493	kbryant@oakparkmi.gov
SALESPERSON	CUSTOMER PURCHASE ORDER #	COMPANY REFERENCE #	SERVICE CONTRACT ☐	MPS CONTRACT ☑ Add	
Hans Nicholsen		20464951	CONTRACT #	CONTRACT #	CN34865-01

LEASE PAYMENT	MONTHLY SERVICE PAYMENT	MONTHLY MPS PAYMENT
$49.46 Monthly	N/A	Included in Lease

TERMS OF PAYMENT: NET THIRTY (30) DAYS FOR CASH SALE AND ALL OTHER INVOICES NET THIRTY (30) DAYS FROM DATE OF INVOICE

QTY	MODEL/PRODUCT #	LOCATION	DESCRIPTION	METER POOLS	PRICE	TOTAL PRICE
1	Xerox C415dn	14100 OAK PARK BLVD.	Xerox C415dn with Accessories	B&W: MPS Pool #1 Color: MPS Pool #1	Included in Lease	Included in Lease

☐ SEE PRODUCT SCHEDULE (SCHEDULE A)	☐ SEE TRADE-IN EQUIPMENT / LEASE RETURN FORM	SUBTOTAL	See Lease
		SPECIAL SERVICES FEES	$0.00
NOTE / ADJUSTMENT DETAILS		OTHER ADJUSTMENTS	$0.00

CONTRACT TYPE				EFFECTIVE DATES			TRANSACTION TYPE
☐	CASH SALE	☐	RENTAL	TERM IN MONTHS	54 Months	Actual start date based on delivery or lease commencement.	Lease FMV
☑	LEASE	☐	MAINTENANCE ONLY	PROPOSED START DATE			

CONTRACT TERMS			NOTES
SERVICE	MPS		
☐	☑	All parts, labor, drums and supplies; excluding paper and staples	
☐	☐	All parts and labor, including drums; excluding supplies, paper, and staples	
☐	☐	Remote Solve Opt-Out	
☐	☐	Includes other (indicate)	

CONTRACT POOLS				☐ SERVICE	☑ MPS
POOL	MONTHLY VOLUME	OVG. RATE	MONTHLY PAYMENT	BASE FRQNCY	OVG. FRQNCY
B&W: MPS Pool #1	Use Existing Volume	Use Existing Contract Rates	Included in Lease	Monthly	Quarterly
Color: MPS Pool #1	Use Existing Volume	Use Existing Contract Rates	Included in Lease	Monthly	Quarterly

REMOTE SERVICE TECHNOLOGY	XDA (Monitoring Only): 1 Devices Covered		PRIMARY METER CONTACT		
TECHNOLOGY CONTACT PERSON	TECH PHONE #	TECH EMAIL	METER CONTACT PERSON	METER PHONE #	METER EMAIL
RICARDO SINGSON	2486917591	RSINGSON@OAKPARKMI.GOV	RICARDO SINGSON	2486917591	RSINGSON@OAKPARKMI.GOV

Company will install an app to automatically collect device meters for contract billing and automated supply replenishment.
Company will charge a fee per machine per overage billing cycle should customer decline meter and supply technology app installation.

QTY	MODEL / PRODUCT #	SOFTWARE & DESCRIPTION	☐	SEE SOW FOR DETAILS	TOTAL PRICE

CUSTOMER ACCEPTANCE

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the face and reverse side of this agreement correctly set forth the entire agreement between parties.

AUTHORIZED CUSTOMER SIGNATURE:		TITLE:	
SIGNER'S NAME (PRINTED):		DATE:	
COMPANY SALES:		DATE:	

Sales & Service Terms and Conditions

1. Definitions. The first page of this Sales & Service Agreement is referred to herein as the "Cover Page." The Cover Page, these Terms and Conditions, any Schedules (e.g., a Product Schedule), Statements of Work ("SOW"), and/or any other attachments referenced on the Cover Page or attached hereto and incorporated herein represent the agreement (the "Agreement") between Company and the Customer ("Parties") as identified on the Cover Page of this Agreement, with respect to the acquisition of those Products and/or Services. "Products" shall mean the equipment ("Equipment") and any Software ("Application Software") identified on the Cover Page and/or on a Product Schedule.

2. Scope. This Agreement may be executed for:

a) A SALE of Products. If a SALE, Company hereby offers to sell/license and Customer hereby accepts to purchase/license those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Title to the Equipment will transfer to Customer upon delivery;

b) A LEASE of Products. If a LEASE, Customer will execute a separate lease agreement which will fund the purchase/license of the Products in the quantity indicated on the Cover Page (and/or Product Schedule) for the benefit of Customer. The lease will be between (i) Customer and a third-party lessor or (ii) Customer and Company, which Company shall then assign to a third-party lessor (each a "Lessor"). Nothing herein shall alter, amend, or affect Customer's or Lessor's rights or obligations pursuant to such lease. Upon execution of a lease agreement between Customer and Lessor, Customer shall be responsible to Lessor to satisfy the terms and conditions of the lease;

c) A RENTAL of Products. If a RENTAL, Company hereby offers to rent and Customer hereby accepts to pay for those Products in the quantity and for the price indicated on the Cover Page (and/or Product Schedule). Title will remain with Company throughout the Term as indicated on the Cover Page. Customer agrees to obtain adequate insurance coverage sufficient to cover the full replacement value of the rental equipment while in Customer's possession, and to have Company named as the loss payee. Unless otherwise stated in the Cover Page, the rental is non-cancellable for the stated term; and/or

d) An ACQUISITION OF SERVICES. Services may include those Services referenced in Section 4 of this Agreement and/or such additional Services outlined in one or more SOWs.

3. Delivery and Installation. Unless specified otherwise on the Cover Page, for any Sale, Lease, or Rental, Company shall deliver and install the Products at the location specified on the Cover Page and/or Product Schedule unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; or (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") or manufacturer's requirements. Risk of loss will transfer to the Customer upon delivery. Customer will be responsible for nonstandard delivery charges, and Company shall provide notice of any such nonstandard charges as promptly as reasonably possible. Relocation of Products to a location other than that specified on the Cover Page and/or Product Schedule requires Company's consent and may result in fees or increased rates.

4. Services. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment. Unless otherwise stated on the Cover Page, Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturers' specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; and/or (iv) loss or damage resulting from accidents, fire, water, or theft; (b) maintenance requested outside Company's normal business hours or as stated in this Agreement, (c) relocation, (d) software or connected hardware, (e) hard drive replacement, (f) MICR Toner for Laser Printers, and parts and labor for all non-laser printers, and/or (g) parts for Scanners. Company reserves the right, at its sole discretion, to replace Equipment with Equipment of similar or better conditions and features, rather than providing on-site Service support. Replacement parts may be new, reprocessed, or recovered. Supplies provided by Company are in accordance with the copy volumes set forth on the Cover Page and within the manufacturer's stated yields, and do not include staples or paper. If we determine that you have used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce pages/prints, you agree to pay us an amount from time to time which may be necessary to offset such increased usage. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. Customer will return, or allow Company to retrieve, any unused supplies at the termination or expiration of this Agreement. Supplies will be shipped to Customer via shipping method selected by Company. Unless otherwise stated on the Cover Page, Customer will be billed for shipping costs per billing period or per shipment based on number of products. Additional fees may be charged for Services provided outside Company's standard business hours or for computer/network issues and will be at Company hourly rates in effect at the time of such Services. Equipment may be supported and serviced using data that is automatically collected by Company from the Equipment via electronic transmission from the Equipment to a secure off-site location. Examples of automatically transmitted data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. All such data will be transmitted in a secure manner specified by Company. The automatic data transmission capability does not permit Company to read, view or download any Customer data, documents or other information residing on or passing through the Equipment or Customer's information management systems. Services may be delivered by Company's Affiliates and/or Subcontractors, at Company's sole discretion. Unless otherwise stated on the Cover Page, Company may charge and Customer shall pay a charge for each instance in which Customer declines Company's use of remote technology to provide Services. Unless otherwise agreed to in writing, Customer remains solely responsible to secure any sensitive data and permanently delete such data from the internal media storage prior to removal of Equipment or termination of this Agreement. Company has no obligation to maintain Equipment beyond the "End of Service" for that particular model of Equipment. End of Service ("EOS") means the date announced by manufacturer after which Company will no longer offer Services for a particular Equipment model. Company reserves the right to discontinue Service upon thirty days written notice for any Equipment for which parts and/or Supplies are no longer available or are not available on commercially reasonable terms.

5. Meter; Electric Services. Equipment is required to be connected to a remote transmission tool, which will periodically communicate meter reads as well as other device diagnostic data and upon which invoices will be based. If a remote transmission tool is not installed and otherwise upon request, you will provide us, by telephone, email, web submission, or fax with the actual meter readings three days prior to your due date. We may estimate the number of images used if such meter readings are not communicated to Company. The estimated charge for excess images shall be adjusted upon receipt of actual meter readings. If you do not maintain remote transmission, the Company reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to: (x) obtain such information, (y) provide such transmissions and (z) provide Services and Supplies that otherwise would have been provided remotely and/or proactively. If you fail to maintain connectivity with the remote transmission tool, the contract is subject to an unconnected device charge per machine per overage billing cycle. You agree to provide adequate space without charge for the Equipment, adequate electricity (including, if necessary, a dedicated 110 or 220-volt line), an electrical surge suppressor with a UL-1449 rating or better, and reasonable storage for supplies to be used with the Equipment.

6. Additions and Modifications. If, during the Term, Customer upgrades, modifies, or adds equipment that utilizes the same Supplies as the Equipment, Customer shall promptly notify Company. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and determine whether equipment is eligible for Services. If approved for Services and agreed by the Parties, the Agreement will be amended to include such changes, including pricing modifications. All networked devices must be connected to our remote transmission tool. Any devices not under contract will be added automatically to the account for the listed rate. If our monitoring software is not reporting, Customer must work with us to resolve the issue as soon as possible.

7. Term and Payment. Except as may otherwise be provided for herein, this Agreement is non-cancellable and shall remain in effect throughout the Term; and, unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for successive month-to-month terms, which either party may terminate by providing written notice thirty (30) days prior to the next renewal date. Company reserves the right to terminate Services upon thirty (30) days written notice. In the event the fees herein are included in Customer's lease payment, for the duration of the lease, the Term shall run concurrently with the lease agreement and be subject to the renewal provisions provided for therein. The meter count at installation or, in the case of owned printers, at assessment, will be used for meter/overages calculations. Except as set forth on the Cover Page, Customer agrees to pay Company all amounts due within thirty (30) days of the date of Company's invoice or, if the parties have agreed the third-party lessor will collect the Services fees due under this Agreement on behalf of Company, in accordance with the applicable lease agreement, and all other sums when due and payable. Except where the Cover Page denotes flat rate pricing, any Monthly Payment entitles Customer to Services and Supplies for a specific number and type (i.e. black & white, color, scan) of Prints/Copies as identified on the Cover Page and will be billed in advance, and Customer agrees to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Prints/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the Cover Page. A Print/Copy is defined as standard 8.5"x11" copy, except where Equipment is designated on the Cover Page as having a Color Large impression pool (Color LG) and an Extra Long impression pool (XL IMP Color), in which case prints/copies are defined as follows: (a) Black Image: for sheet sizes up to 13"x19", each image calculates as (1) Black Print Meter; (b) Color Image: for sheet sizes less than 145 square inches in total area, each image calculates as (1) Color Print Meter (e.g., 8.5 x 14 in is NOT oversize (119sq. in)); (c) Color Large: for sheet sizes greater than or equal to 145 square inches each sheet calculates as (1) Color Print Meter and (1) Color Large Print Meter (e.g., 11 x 17 in is oversize (187 sq. in)); and (d) Black and Color Extra Long: for sheets with a length greater than 19.33", each image calculates as (2) Extra Long Meter and (1) Color Print Meter. No credit will be applied towards unused copies/prints. Customer's obligation to pay all sums when due shall not be subject to any abatement or offset. If any payment is not received by Company within fifteen (15) days of its due date, Company may charge, and Customer will pay a late fee of 5% of the amount due or $25, whichever is greater (or such lesser rate as is the maximum allowable by law). Company has the right to withhold Services and Supplies, without recourse, for any non-payment. Unless otherwise stated on the Cover Page, Company may, on an annual basis, (a) increase the Base Charge and/or the Overage Rates, in an amount not to exceed 20% per annum and/or (b) where a contract is subject to flat rate pricing, shift Customer's obligation to the applicable flat rate band corresponding to Customer's usage during the previous calendar year. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer declines invoice delivery via email and/or automatic payment withdrawal, or requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee, in accordance with Company's currently published fee schedule, which is subject to change from time to time.

8. Taxes. Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes, if any. You will be responsible for, indemnify and hold Company harmless from, all applicable taxes, fees or charges (including sales, use, personal property and transfer taxes (other than net income taxes), plus interest and penalties) assessed by any governmental entity on you, the Equipment, this Agreement, or the amounts payable hereunder (collectively, "Taxes"), unless you timely provide continuing proof of your tax exempt status. Customer will pay when due, either directly to the taxing authority or to Company upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied, except for taxes levied upon Company's income.

9. Applicable Laws. Both Parties agree that they will comply with all applicable laws and regulations during the Term.

10. Limited License to Use Software. Company grants (and is authorized by its licensor's to grant) Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation ("Base Software") only with the Equipment with which it was delivered; and (b) Software that is set forth as a separate line item in this Agreement ("Application Software") (including its accompanying documentation), as applicable, for as long as Customer is current in the payment of all applicable software license fees. "Base Software" and "Application Software" are referred to collectively as "Licensed Software". Customer has no other rights and may not: (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Licensed Software; (2) activate Licensed Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Licensed Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this Section). Licensed Software may contain code capable of automatically disabling the Equipment. Disabling code may be activated if: (x) Company is denied access to periodically reset such code; (y) Customer is notified of a default under this Agreement; or (z) Customer's license is terminated or expires. The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; or (ii) upon the expiration or termination of this Agreement, unless Customer has exercised its option to purchase the Equipment. Neither Company nor its licensors warrant that Licensed Software will be free from errors or that its operation will be uninterrupted. The foregoing terms do not apply to Diagnostic Software or to Licensed Software accompanied by a clickwrap or shrinkwrap license agreement or otherwise made subject to a separate license agreement.

11. Diagnostic Software. Software used to evaluate or maintain the Equipment ("Diagnostic Software") is included with the Equipment. Diagnostic Software is a valuable trade secret of Company or its Licensors. Title to Diagnostic Software will remain with Company or its licensors. Company does not grant Customer any right to use Diagnostic Software, and Customer will not access, use, reproduce, distribute or disclose Diagnostic Software for any purpose (or allow third parties to do so). Customer will allow Company reasonable access to the Equipment to remove or disable Diagnostic Software if Customer is no longer receiving Service from Company, provided that any on-site access to Customer's facility will be during Customer's standard business hours.

12. Software Support. Except for Application Software identified as "No Svc." on the Cover Page, Company (or a designated servicer) will provide the software support set forth below ("Software Support"). For Base Software for Equipment, Software Support will be provided during the initial Term and any renewal period but in no event longer than 5 years after Company stops taking customer orders for the subject model of Equipment. For Application Software, Software Support will be provided as long as Customer is current in the payment of all applicable software license and support fees. Company will maintain a web-based or toll-free hotline during Company's standard working hours to report Licensed Software problems and answer Licensed Software-related questions. Company, either directly or with its vendors, will make reasonable efforts to: (a) assure that Licensed Software performs in material conformity with its user documentation; (b) provide available workarounds or patches to resolve Licensed Software performance problems; and (c) resolve coding errors for (i) the current Release and (ii) the previous Release for a period of 6 months after the current Release is made available to Customer. Company will not be required to provide Software Support if Customer has modified the Licensed Software. New releases of Licensed Software that primarily incorporate compliance updates and coding error fixes are designated as "Maintenance Releases" or "Updates". Maintenance Releases or Updates that Company may make available will be provided at no charge and must be implemented within six months. New releases of Licensed Software that include new content or functionality ("Feature Releases") will be subject to additional license fees at then-current pricing. Maintenance Releases, Updates and Feature Releases are collectively referred to as "Releases". Each Release will be considered Licensed Software governed by the Software License and Licensed Software Support provisions of this Agreement (unless otherwise noted). Implementation of a Release may require Customer to procure, at Customer's expense, additional hardware and/or software from Company or another entity. Upon installation of a Release, Customer will return or destroy all prior Releases.

13. INTELLECTUAL PROPERTY.

a. CUSTOMER'S CONTENT AND CUSTOMER ASSETS. Customer represents and warrants that it owns the customer assets and its content and materials provided to Company in connection with this Agreement or otherwise has the right to authorize Company to perform the Services hereunder. Customer represents and warrants that such content and materials do not, and shall not, contain any content that (i) is libelous, defamatory or obscene and/or (ii) infringes on or violates any applicable laws, regulations or rights of a third party, including without limitation, export laws, or any proprietary, intellectual property, contract, moral or privacy right or any other third party right.

b. XEROX TOOLS. "Xerox Tools" means certain Xerox proprietary tools (including any modifications, enhancements and derivative works) used by Company to provide certain Services Xerox and its licensors will at all times retain all right, title and interest in and to Xerox Tools including without limitation, all intellectual property rights therein, and, except as expressly set forth herein or as set forth in a SOW where limited access to the Xerox Device Manager (XDM) may be granted for a specific purpose, no rights to use, access or operate the Xerox Tools are granted to Customer. Xerox Tools will be installed and operated only by Company or its authorized agents. If required for royalty reporting purposes, Company may disclose Customer's name and address to Xerox and/or the third-party licensor of certain Xerox Tools. Customer will not decompile or reverse engineer any Xerox Tools or allow others to do so. Customer will have access to reports generated by the Xerox Tools and stored in a provided database as set forth in the applicable SOW. Company may remove Xerox Tools at any time in Company's sole discretion, provided that the removal of Xerox Tools will not affect Company's obligations to perform Services, and Customer shall reasonably facilitate such removal. If Xerox Tools are included as part of the Services, they may be used by Customer only in conjunction with such Services.

c. LIMITED LICENSE TO ASSESSMENTS AND REPORTS. Customer may duplicate and distribute assessments and/or reports prepared by Company pursuant to this Agreement only for Customer's internal business purposes. Any recommendations and processes described in assessments and/or reports may only be implemented by Company for Customer and, if implemented, used by Customer only for Customer's internal business purposes.

d. NO GRANTS TO CUSTOMER. Customer agrees that, except as set forth expressly in this Agreement, no other rights or licenses are granted to Customer. Further, the rights granted to Customer in this Section shall immediately terminate if Customer defaults hereunder with respect to any of its obligations related to such grant.

14. CONFIDENTIAL INFORMATION. Information exchanged under this Agreement will be treated as confidential if it is identified as confidential at disclosure or if the circumstances of disclosure would indicate to a reasonable person that the information should be treated as confidential ("Confidential Information"). The terms and conditions of this Agreement are Confidential Information of Company and Customer, and each party agrees not to disclose any of the foregoing without the other party's prior written consent. Confidential Information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for two (2) years from the termination or expiration of this Agreement under which such Confidential Information was disclosed, whichever occurs later; provided, however, confidentiality with respect to trade secrets and Xerox Tools will not expire. These obligations of confidentiality will not apply to any Confidential Information that: (1) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the receiving party; (2) was rightfully in the receiving party's possession or the possession of any third party free of any obligation of confidentiality; (3) was developed by the receiving party's employees independently of and without reference to any of the other party's Confidential Information; or (4) where disclosure is required by law or a government agency. Upon expiration or termination of this Agreement, each party will return to the other or, if requested, destroy, all Confidential Information of the other in its possession or control, except such Confidential Information as may be reasonably necessary to exercise rights that survive termination of this Agreement.

15. Warranty. Customer acknowledges that the Products covered by this Agreement were selected by Customer based upon its own judgment. Company shall pass through any applicable manufacturer's warranty to Customer. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT; IMPLIED WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED.

16. Limitation of Liability. In no event shall EITHER PARTY be liable for any indirect, special, incidental, consequential damages, INCLUDING WITHOUT LIMITATION loss of profits, or punitive damages whether based in contract, tort, or any other legal theory and irrespective of whether EITHER PARTY has notice of the possibility of such damages. In no event shall Company be liable to Customer for any direct damages in excess of the fees paid for Services under this Agreement by Customer to Company during the six-month period immediately preceding the event that gave rise to the claim.

17. Default; Remedies. Any of the following events or conditions shall constitute da default under this Agreement: (a) failure by Customer to make payment when due of any indebtedness to Company or for the Products, whether or not arising under this Agreement, without notice or demand by Company; (b) material breach by either party of any other obligation herein where such breach is not cured within thirty (30) days of receipt of written notice from the non-defaulting party detailing such breach; or (c) if Customer ceases doing business as a going concern. If Customer defaults, Company may: (1) require future Services, including Supplies, be paid for in advance, (2) require Customer to immediately pay the amount of the remaining unpaid balance of the Agreement, (3) terminate any and all agreements with Customer, and/or (4) pursue any other remedy permitted at law or in equity. In the event of default by Customer, remaining payment amounts due will be calculated using the average of the last six months' billing or the amount set forth on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement, to compensate for loss of bargain and not as a penalty. If Company defaults, Customer may terminate Services pursuant to this Agreement with no further obligation to pay for such Services accruing after the effective date of termination; provided, however, that Customer shall remain liable for all amounts due and owing for Services rendered through the effective date of termination. Customer may also pursue legal remedies as permitted under this Agreement. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement.

18. Assignment. Neither party may sell, transfer, or assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, except that Company may assign or transfer this Agreement, in whole or in part, to any of its affiliates that control, are controlled by, or are under common control as Company.

19. Notices. Notices under this Agreement shall be sent as follows: (a) if to Company, addressed to Company and delivered to PO Box 660501, Dallas, TX 75266-0501, Attn: XBS Customer Care , and/or to the email address set forth in Company's invoices; and (b) if to Customer, addressed to Customer and delivered to the physical address set forth on the Cover Page and/or to any email address Customer provides, or to such other address as provided by a Party in writing from time to time. Notices will be deemed given five (5) days after mailing by first class mail, two (2) days after sending by nationally recognized overnight courier, or on the date of electronic confirmation of receipt of an electronic transmission, when followed by mailing of such notice as provided herein.

20. Indemnification. Each party, if promptly notified by the other and given the right to control the defense, shall indemnify, defend and hold harmless the other party, its affiliates, and their respective officers, directors, employees, agents, successors and assigns, from and against all claims by a third party for losses, damages, costs or liability of any kind (including expenses and reasonable legal fees) that a court finally awards such party ("Claims") for bodily injury (including death) and damage to real or tangible property, to the extent proximately caused by the negligent acts or omissions, or willful misconduct of the indemnifying party (or its affiliates) in connection with this Agreement.

21. Fax/Electronic Execution. A faxed or electronically transmitted version of this Agreement may be considered the original. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

22. Warranty to Execute. Each party represents and warrants to the other, as an essential part of this Agreement, that: (i) it is duly organized and validly existing and in good standing under the laws of the state of its incorporation or formation; (ii) this Agreement has been duly authorized by all appropriate corporate action for signature; and (iii) the individual signing this Agreement is duly authorized to do so.

23. Miscellaneous. (a) Choice of Law. This Agreement shall be governed by the laws of the state of New York (without regard to conflict of laws principles); (b) Jury Trial. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided Customer agrees that Company is authorized, without notice to Customer, to supply missing information or correct obvious errors provided that such change does not materially alter Customer's obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to provide Products or Services caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond Company's control.

MERCHANT'S LICENSES - JUNE 15, 2026

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
DAS VELO, LLC	13631 W ELEVEN MILE RD	$ 150.00	RETAIL/RESTAURANT
MOURIDE LLC	25900 GREENFIELD RD # 144	$ 150.00	OFFICE
WIRELLESS GAME GROUP/ METRO BY T-MOBILE	8980 W NINE MILE RD	$ 150.00	RETAIL
SUNNYSIDE ENRICHMENT CENTER	12706 W NINE MILE RD	$ 150.00	DAYCARE

RENEWALS FOR 2026	ADDRESS	FEES	BUSINESS TYPE
REVOLUTION CHAMPIONSHIP MART	21020 COOLIDGE HWY	$ 225.00	SCHOOL
ALLYSE LAMAR	23110 COOLIDGE HWY	$ 225.00	OFFICE
PROFESSIONAL BEAUTY CENTER	23150 COOLIDGE HWY	$ 187.50	SALON
SUDS BROTHER LLC DBA A WALK IN THE	23170 COOLIDGE HWY	$ 187.50	LAUNDROMAT
SAHARA RESTURANT & GRILL	24770 COOLIDGE HWY	$ 150.00	RESTAURANT
LYNGKLIP & ASSOCIATES CONSUMER LAW CENTER	13751 W ELEVEN MILE RD	$ 225.00	OFFICE
GADGET DROP REPAIR LLC	21700 GREENFIELD RD # 116	$ 187.50	RETAIL
BIJOU SALON AND SUITES	23300 GREENFIELD RD # 224	$ 225.00	SALON
SELECT MEDICAL GROUP OF MI PLLC	23350 GREENFIELD RD # 200	$ 225.00	MEDICAL
T-MOBILE CENTRAL, LLC	24830 GREENFIELD RD	$ 225.00	RETAIL
HIRETEC INC	25900 GREENFIELD RD # 214	$ 225.00	OFFICE
A- LIST HEALTHCARE TRAINING ACADEMY	25900 GREENFIELD RD # 380	$ 225.00	SCHOOL
RAINBOW	26100 GREENFIELD RD	$ 150.00	RETAIL
LIFE SKILLS RESIDENTIAL LLC	25640 LINCOLN TERRACE DR	$ 150.00	OFFICE
LASHLYFE SUPPLIES	8530 W NINE MILE RD D	$ 187.50	RETAIL
BUENA FE	10116 W NINE MILE RD	$ 225.00	RESTAURANT
PAISLEYS PARLOR	10780 W NINE MILE RD	$ 225.00	SALON
COOLIDGE CAFE 3 LLC	13400 W NINE MILE RD	$ 225.00	RESTAURANT
GOOD HEALTH PHARMACY	15300 W NINE MILE RD # 2	$ 225.00	PHARMACY
BSD MANAGEMENT	12750 NORTHEND AVE	$ 150.00	RETAIL
BRILAR LLC	13200 NORTHEND AVE	$ 150.00	CONTRACTOR
MISS BETTY'S SELF STORAGE	13631 W TEN MILE RD	$ 225.00	STORAGE
LAWFORD FABRICATING CO	21650 WYOMING CT	$ 150.00	MANUFACTURER

CITY OF OAK PARK, MI
STAFF REPORT

6.O

AGENDA FOR: June 15, 2026

SUBJECT: Approval of Payment No. 4 to McCarthy and Smith Inc for Construction Services for Tyler Park in the amount of $58,521.80

DEPARTMENT: Administration

FROM: Adam Owczarzak, Deputy City Manager

SUMMARY: Administration is requesting council approval for a payment of $58,521.80 to McCarthy and Smith Inc for Construction Management Services related to improvements at Tyler Park. The contracted work includes planning, design development, preparation of project documents to support upcoming park upgrades and construction management services. This investment reflects the city's ongoing efforts to enhance local recreational spaces and provide improved amenities for residents.

FINANCIAL STATEMENT: The total contract for design services is $507,430.89, with $58,521.80 being requested for this period.

RECOMMENDED ACTION: It is recommended that council approve the Construction Services Invoice from McCarthy and Smith inc in the total amount of $58,521.80 Funding is available in the Tyler Park Enhancement Improvement Fund 407-18-448-970-000.

EXHIBITS:

1. OAK_PARK_-_TYLER_PARK_CCB4 (1)

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

McCarthy & Smith, Inc.
Construction Services

CITY OF OAK PARK

TYLER PARK

COST CONTROL BOOK

REPORT #04

JUNE 2, 2026

DISTRIBUTION:

CITY OF OAK PARK ERIK TUNGATE ADAM OZCZARZAK	Electronic: Etungate@oakparkmi.gov Aowczarzak@oakparkmi.gov
STANTEC ARCHITECTURE MICHAEL BAUMAN	Electronic Michael.Bauman@stantec.com
MCCARTHY & SMITH, INC. COST CONTROL FILE	Electronic (1)

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

McCarthy & Smith, Inc.
Construction Services

June 2, 2026

Erik Tungate
City Manager
City of Oak Park
City Hall - 14000 Oak Park Blvd.
Oak Park, MI 48237

RE: City of Oak Park – TYLER PARK RENOVATION

Dear Mr. Tungate:

We submit and recommend Cost Control Book No. 04 for your approval. The information contained within the payment assessment reports reflects the review of work completed through 05/26/2026.

For your ease of review, we have prepared a summary sheet labeled Application No. 04. On that summary, we have listed the individual contractors, and the associated payments, which will be made to them from the proceeds of the check deposited into our account.

I have approved this payment application and have signed the signature copy. Please review and approve the payment application summary. A check in the amount of **$58,521.80** should be made payable to **McCarthy & Smith Inc.** Payments will be made to the individual contractors upon receipt of the necessary following documents: Waiver of Liens, Application and Certificate for Payments and the subcontractor's Sworn Statements. For more project specific information, you should refer to the schedule of values report.

Sincerely,

William T McCarthy
President

Disbursements Approval
City of Oak Park

Assessment for payment as stated in Application No. 04 on the following pages approved for payment.

City of Oak Park Accepts:

_____
Erik Tungate

24317 Indoplex Circle• Farmington Hills, MI 48335• Phone 248.427.8400• Fax 248.427.8401 • www.mccarthysmith.com

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

PROJECT APPLICATION AND PROJECT CERTIFICATE FOR PAYMENT

OWNER: CITY OF OAK PARK
CITY OF OAK PARK 14000 OAK PARK BLVD
OAK PARK, MI 48237

ATTENTION:

PROJECT: TYLER PARK - OAK PARK

McCarthy & Smith, Inc.

PAYBOOK: 004
PERIOD FROM: 4/22/2026
PERIOD TO: 5/26/2026
CM PROJECT# 2604-1342

PROJECT APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Project.
The Project Application Summary is attached.

PREVIOUS PROJECT COSTS	483,000.00
PLUS CHANGE ORDERS APPROVED THIS MONTH	24,430.89
PLUS OTHER PROJECT COSTS INCURRED THIS MONTH	.00
CURRENT PROJECT COSTS TO DATE	507,430.89
ORIGINAL CONSTRUCTION CONTRACT SUMS	400,000.00
CHANGE ORDERS TO DATE	24,430.89
TOTAL CONSTRUCTION CONTRACT SUMS TO DATE	424,430.89
TOTAL CERTIFIED COMPLETED TO DATE	300,740.89
LESS CERTIFIED RETAINAGE TO DATE	30,074.09
LESS CERTIFIED PREVIOUS APPLICATIONS FOR PAYMENT	218,389.50
CURRENT CERTIFIED PAYMENT DUE	52,277.30
TOTAL OF AMOUNTS CERTIFIED	52,277.30

PROJECT CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of Construction Manager's knowledge, information and belief, work covered by this Project Application for Payment has been completed in accordance with the Contract documents, that all amounts have been paid by the Contractors for work for which previous Project Certificates for Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER: MCCARTHY & SMITH, INC.
24317 INDOPLEX CIRCLE
FARMINGTON HILLS, MI 48335

By: William J. Mccarthy **Date:** 6/2/2026
WILLIAM T MCCARTHY
PRESIDENT

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above Application, the Architect certifies to the Owner that work has progressed as indicated; that to the best of the Architect's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents; and that the Contractors are entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: STANTEC ARCHITECTURE
2338 COOLIDGE HIGHWAY
BERKLEY, MI 48072

By: Signed by: Michael Bauman AE37E6EED6E0466... **Date:** 6/3/2026
MICHAEL BAUMAN

This Certificate is not negotiable. The AMOUNTS CERTIFIED are payable only to the Contractors named in the Project Application Summary. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or the Contractors under their Contracts.

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

CITY OF OAK PARK
TYLER PARK RENOVATION PROJECT

CCB #04
P/E: 05/26/2026

APPLICATION SUMMARY BY BUDGET ID NUMBER

Budget ID #	**TYLER PARK**		
6210-01-01	SITE WORK	$	30,289.50
6225-01-01	CONTINGENCY	$	21,987.80
6230-01-01	CM FEES	$	4,236.00
6240-01-01	CM REIMBURSABLES	$	2,008.50
6250-01-01	GENERAL CONDITIONS		
	SUBTOTAL	**$**	**58,521.80**
	PAY APPLICATION TOTAL	**$**	**58,521.80**

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

APPLICATION SUMMARY

CLIENT NAME: CITY OF OAK PARK
PROJECT: TYLER PARK - OAK PARK

PERIOD ENDING DATE: 5/26/2026
COST CONTROL BOOK: 004

PROJECT: 2604-1342

APPLICATION SUMMARY # 004

BID DIV #	BID DIV NAME	VENDOR #	CONTRACTOR	CCB#3	CCB#4	CHECK AMT.	REPORTED % COMPLETE
0101	SITE WORK	20050	JACKLYN CONTRACTING LLC	13,302.00	52,277.30	65,579.30	85.09
			SUBTOTAL-ARCHITECT CERTIFIED PAYMENTS	13,302.00	52,277.30	65,579.30	
0901	CM FEES	23076	MCCARTHY & SMITH, INC	5.10	.00	5.10	27.00
0902	CM REIMBURSABLES	23076	MCCARTHY & SMITH, INC	4.90	4,236.00	4,240.90	23.83
0903	CM GENERAL CONDITIONS	23076	MCCARTHY & SMITH, INC	.00	2,008.50	2,008.50	15.45
			SUBTOTAL-OTHER PROJECT COSTS	10.00	6,244.50	6,254.50	
			Report Totals	**13,312.00**	**58,521.80**	**71,833.80**	

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

APPLICATION SUMMARY BY ID NUMBER

CLIENT NAME: CITY OF OAK PARK
PROJECT: TYLER PARK - OAK PARK

PERIOD ENDING DATE: 5/26/2026
COST CONTROL BOOK: 004

PROJECT: 2604-1342

APPLICATION SUMMARY # 004

BID DIV #	ID#	BID DIV NAME	VENDOR #	CONTRACTOR	CCB#2	CCB#3	CHECK AMT.
0101	62100101	SITE WORK	20050	JACKLYN CONTRACTING LLC	13,302.00	30,289.50	43,591.50
				ID Totals	13,302.00	30,289.50	43,591.50
0101	62250101	SITE WORK	20050	JACKLYN CONTRACTING LLC	.00	21,987.80	21,987.80
				ID Totals	.00	21,987.80	21,987.80
0901	62300101	CM FEES	23076	MCCARTHY & SMITH, INC	5.10	.00	5.10
				ID Totals	5.10	.00	5.10
0902	62400101	CM REIMBURSABLES	23076	MCCARTHY & SMITH, INC	4.90	4,236.00	4,240.90
				ID Totals	4.90	4,236.00	4,240.90
0903	62500101	CM GENERAL CONDITIONS	23076	MCCARTHY & SMITH, INC	.00	2,008.50	2,008.50
				ID Totals	.00	2,008.50	2,008.50
				Report Totals	**13,312.00**	**58,521.80**	**71,833.80**

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

Date: 06/02/2026
Time: 3:17 PM

PAYMENT SUMMARY

PROJECT: 2604-1342 **PROJECT: TYLER PARK - OAK PARK**

PERIOD ENDING DATE: 5/26/2026
COST CONTROL BOOK: 004

		CURRENT	PREVIOUS	TOTAL
Application No.		14,760.00	0.00	14,760.00
Application No. 002		203,566.50	0.00	203,566.50
Application No. 003		13,302.00	0.00	13,302.00
Application No. 004		58,521.80	0.00	58,521.80
	Report Totals	290,150.30	0.00	290,150.30

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

SWORN STATEMENT

State of Michigan

County of Oakland

Page Number: 1 of 1
Date: 06/01/2026
Time: 3:53 PM

BILLING SUMMARY

PROJECT NUMBER: 2604-1342 PROJECT: TYLER PARK - OAK PARK

PERIOD ENDING DATE: 5/26/2026
COST CONTROL BOOK: 004

BID DIV #	NAME	VENDOR	VENDOR NAME	ORIGINAL CONTRACT SUM	NET C.O.'S	TOTAL CONTRACT SUM TO DATE	TOTAL COMPLETED TO DATE	RETAINED TO DATE	BILLED AMOUNT TO DATE	PREVIOUS BILLED AMOUNTS	CURRENT AMOUNT DUE	ACTUAL PAYMENTS	BALANCE INCLUDING RETAINAGE	PCT COMP
0101	SITE WORK	20050	JACKLYN CONTRACTING LLC	329,000.00	24,430.89	353,430.89	300,740.89	30,074.09	270,666.80	218,389.50	52,277.30	205,087.50	82,764.09	85.09
0102	ASPHALT PAVING	10060	ASPHALT SPECIALIST INC.	71,000.00	0.00	71,000.00	.00	.00	.00	.00	.00	.00	71,000.00	.00
0901	CM FEES	23076	MCCARTHY & SMITH, INC	25,000.00	0.00	25,000.00	6,750.00	.00	6,750.00	6,750.00	.00	6,744.90	18,250.00	27.00
0902	CM REIMBURSABLES	23076	MCCARTHY & SMITH, INC	45,000.00	0.00	45,000.00	10,725.00	.00	10,725.00	6,489.00	4,236.00	6,484.10	34,275.00	23.83
0903	CM GENERAL CONDITI	23076	MCCARTHY & SMITH, INC	13,000.00	0.00	13,000.00	2,008.50	.00	2,008.50	.00	2,008.50	.00	10,991.50	15.45
Project Totals				**483,000.00**	**24,430.89**	**507,430.89**	**320,224.39**	**30,074.09**	**290,150.30**	**231,628.50**	**58,521.80**	**218,316.50**	**217,280.59**	**63.11**

I, WILLIAM T MCCARTHY, being duly sworn, deposes and says: That McCarthy & Smith, Inc. is the Construction Manager for improvements to the following described real property situated in Oakland County, Michigan, described as follows: City of Oak Park, 14000 Oak Park Blvd., Oak Park, MI 48237. That the statement above of each contractor, supplier, and laborer with whom the Owner has under contract, and that the amounts due to the persons as of the date hereof are correctly and fully set forth opposite their names as stated above. Deponent further says that he makes the foregoing statement as the President of the Construction Manager for the purpose of representing to the Owner or Lessee of the afore-described premises and his or her agents that the afore-described property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above.

THE ABOVE STATEMENT APPLIES THROUGH CCB#2 ONLY, AS WE HAVE NOT RECEIVED FUNDING FOR CCB#3 AT THE TIME THIS BOOK WAS SIGNED

Subscribed and sworn before me this
2ND DAY OF JUNE, 2026

Lauren Osuch

LAUREN OSUCH
Notary Public - State of Michigan
County of Oakland
My Commission Expires Apr 15, 2031
Acting in the County of Oakland

William T. McCarthy
WILLIAM T MCCARTHY

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

McCarthy & Smith, Inc.
Construction Services

ORIGINAL CONTRACT SUMMARY SHEET

CUSTOMER NAME City of Oak Park

PROJECT NAME Tyler Park

1	**Awarded Contracts**				
	Contract Award Recommendation Letter #1 dated December 10, 2025	$	400,000.00		
				$	400,000.00
2	**CM Fees and Costs**				
	CM Pre-Construction	$	-		
	CM Fee	$	25,000.00		
	CM Reimbursable	$	45,000.00		
	General Conditions	$	13,000.00		
				$	83,000.00
3	**Other Costs**				
		$	-		
				$	-
4	**Total Original Contract Value**			**$**	**483,000.00**
5	**Contingency Budget - Not included in Orginal Contract Value**				
	Contingency	$	40,000.00		
				$	40,000.00
6	**Overall Project Commitment**			**$**	**523,000.00**

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

McCarthy & Smith, Inc.
Construction Services

MR ADAM OWCZARZAK
CITY OF OAK PARK
14000 OAK PARK BLVD
OAK PARK MI 48237

Date 4/30/2026
Invoice 19341

This invoice has been applied for in Cost Control Book #3

1342-26 CITY OF OAK PARK - TYLER PARK - RENOVATIONS

CONSTRUCTION MGMT - PERSONNEL COSTS 4/1/2026 Thru 4/30/2026

LABOR:

		Hours	Rate	Amount
ASSISTANT PROJECT MANAGER	NALE, JENNIFER L	9.00	90.00	810.00
FIELD SUPERINTENDENT	SMITH, STEVEN D	18.00	108.00	1,944.00
PROJECT ENGINEER	SPISAK, AUSTIN J	19.00	78.00	1,482.00
			Total Labor:	**4,236.00**

Approved by: _____
William T. McCarthy
President

TOTAL AMOUNT DUE: 4,236.00

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

McCarthy & Smith, Inc.
Construction Services

MR ADAM OWCZARZAK
CITY OF OAK PARK
14000 OAK PARK BLVD
OAK PARK MI 48237

Date 4/30/2026
Invoice 19342

This invoice has been applied for in Cost Control Book #3

1342-26 CITY OF OAK PARK - TYLER PARK - RENOVATIONS

CONSTRUCTION MGMT - GENERAL CONDITION COSTS 4/1/2026 Thru 4/30/2026

MATERIAL:

	# of Invoices	Amount
G2 CONSULTING GROUP LLC	1.00	1,890.00
TURNER SANITATION	1.00	38.40
VERIZON WIRELESS	1.00	35.70
	Total Material:	**1,964.10**

EQUIPMENT:

COMPUTER RENTAL - MARCH	22.20
COMPUTER RENTAL - APRIL	22.20
Total Equipment:	**44.40**

Approved by: _____
William T. McCarthy
President

TOTAL AMOUNT DUE: 2,008.50

24317 Indoplex Circle • Farmington Hills, Michigan 48335 • 248.427.8400 • www.mccarthysmith.com

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

G2 Consulting Group, LLC
1775 Crooks Rd Suite 100
Troy, MI 48084

Voice: 248.680.0400
Fax: 248.680.9745

INVOICE

Invoice Number: 260630
Invoice Date: March 30, 2026
Page Number: 1

Bill To: Accounts Payable
McCarthy & Smith Construction Company
24317 Indoplex Circle
Farmington Hills, MI 48335

Customer ID	Purchase Order No.	G2 Project No.	
M&S001		250910	
Payment Terms	**Due Date**	**Ship Date**	**Shipping Method**
Net 30 Days	April 29, 2026		

Quantity	Description	Unit Price	Amount
16.00	Quality Control Observation and Testing Services, Full Days, each	800.00	12,800.00
2.00	Quality Control Observation and Testing Services, Half Days, each	500.00	1,000.00
1.00	Quality Control Observation and Testing Services, Full Day Weekend Rate, each	1,200.00	1,200.00
1.00	Quality Control Observation and Testing Services, Half Day Weekend Rate, each	750.00	750.00
	Tyler Park, Oak Park, Michigan 3/2/26 through 3/31/26		
	Client Contact: Dave Melville		

1280-24 - $13,860.00
1342-26 $ 1,890.00

BSD TYLER PARK
Job # 1342 / 1280
Cost Code 1476
Notes
Overhead
Reimbursable
Yes DTM
Hold
Signature
Date

Total Invoice Amount **$ 15,750.00**

If you have any questions concerning this invoice, call Mark W. Smolinski, (248) 680-0400. Client agrees to pay a charge of 1.5 percent per month on accounts past due 30 days from invoice date.

Make all checks payable to: G2 Consulting Group, LLC.

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

Turner Sanitation Portables
1149 Rhodes Road
P.O. Box 254
Lake Orion, MI 48360
(248) 693-0998
turnerbob3@hotmail.com

Turner Sanitation, Inc.
1149 Rhodes Road
Lake Orion, Michigan 48361
248-693-0998
teamturnersanitation@gmail.com
www.TurnerSanitationLo.com

Invoice # **I30552**
Invoice Date **Apr 13, 2026**
Billing Period **Mar 17, 2026 - Apr 13, 2026**
Due Date **May 11, 2026**

Invoice Amount $320.00

Invoice To:

McCarthy & Smith Inc.
24317 Indoplex Cir
Farmington Hills, MI 48335

Customer ID	PO #	Rental #	Pay Online ID	Clerk	Terms
C29	14641 Talbot St	R5736	WURGELnY	FE	Net 28

Site: S8451, 14450 Manhattan St Oak Park, MI 48237

Line #	Service	Tax Code	Rate	Qty.	Amount
1	Rental Mar 17, 2026 - Apr 13, 2026 | (Arrears: 3/17/2026 - 4/13/2026) Construction		$135.00	2	$270.00
2	Winter Rates Mar 17, 2026 - Apr 13, 2026 | (Arrears: 3/17/2026 - 4/13/2026) Construction		$25.00	2	$50.00
				Invoice Subtotal	$320.00
				Invoice Total	$320.00

Thank you!

To pay securely online, go to app.servicecore.com/payment. Enter your Customer ID: C29 and your Pay Online ID: WURGELnY then click Submit. Enter your payment info and click Pay. That's it!

Please pay this invoice by or before ~~the DUE date. Thank you. ////~~

Subject: You can now pay electronically! ////
COPY & PASTE LINK TO BROWSER TO PAY BY ACH/CHECK: https://turnersanitation.securepayments.cardpointe.com/pay

////Limitation on Liability and Damages. The client hereby releases and exempts Turner Sanitation and its agents and employees of and from all liability and responsibility for the cost of repairing or replacing any unreported defect and for any consequential damage, property damage, or personal injury of any nature. In all cases, our liability is limited to liquidated damages in an amount not greater than the fee you paid us. You acknowledge that this liquidated damages is not a penalty, but that we intend to : (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the inspection for the agreed-upon fee.

Job Name BSD Tyson Park
1280-24 - $281.60
Cost Code 1342-26 - $38.40
☑ Reimbursable
☑ Ok DTM
☐ Hold
Signature
Date

Detach and return (#9 envelope)

McCarthy & Smith Inc.
24317 Indoplex Cir
Farmington Hills, MI 48335

Customer ID # **C29**
Invoice # **I30552**
Invoice Date **Apr 13, 2026**
Billing Period **Mar 17, 2026 - Apr 13, 2026**
Due Date **May 11, 2026**
Invoice Total **$320.00**
Payments **($0.00)**

Invoice Due $320.00

Remit To:

Turner Sanitation Portables
1149 Rhodes Road
P.O. Box 254
Lake Orion, MI 48360

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

VERIZON
Billing Period:
3/5/26-4/4/26

BREAKDOWN OF CHARGE FOR:
CITY OF OAK PARK
TYLER PARK RENOVATIONS
1342-26

JACKSON SPISAL	25.50
STEVE SMITH	10.20
TOTAL CHARGES	35.70

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

Date: 06/02/2026
Time: 7:58 AM

SCHEDULE OF VALUES

PERIOD ENDING DATE: 5/26/2026

PROJECT NUMBER: 2604-1342 PROJECT: TYLER PARK - OAK PARK **COST CONTROL BOOK: 004**

BID DIV#/NAME: 0101 SITE WORK
VENDOR#/NAME: 20050 JACKLYN CONTRACTING LLC

ORIGINAL CONTRACT SUM	329,000.00
PLUS NET CHANGE ORDERS TO DATE	24,430.89
TOTAL CONTRACT SUM TO DATE	353,430.89
BALANCE TO FINISH (INCLUDING RETAINAGE)	82,764.09

TOTAL COMPLETED TO DATE	300,740.89
LESS RETAINED TO DATE - 10%	30,074.09
BILLED AMOUNT TO DATE	270,666.80
LESS PREVIOUS BILLED AMOUNTS	218,389.50
CURRENT AMOUNT DUE	52,277.30

ITEM	DESCRIPTION	PCO	CCO	ID#	SCHEDULED VALUE	COMPLETED CURRENT TOTAL	COMPLETED CURRENT %	COMPLETED CURRENT RETAINED	COMPLETED CURRENT AMT DUE	PREVIOUS %	COMPLETED TO DATE TOTAL	COMPLETED TO DATE %	COMPLETED TO DATE RETAINED	COMPLETED TO DATE BILLED AMT	ACTUAL PAYMENTS
0001	BOND			62100101	6,400.00	.00	.00	.00	.00	100.00	6,400.00	100.00	640.00	5,760.00	5,760.00
0002	MOBILIZATION			62100101	10,000.00	.00	.00	.00	.00	100.00	10,000.00	100.00	1,000.00	9,000.00	9,000.00
0003	DEMOLITION			62100101	7,000.00	.00	.00	.00	.00	100.00	7,000.00	100.00	700.00	6,300.00	6,300.00
0004	EARTHWORK			62100101	81,500.00	30,155.00	37.00	3,015.50	27,139.50	37.00	60,310.00	74.00	6,031.00	54,279.00	18,337.50
0005	LANDSCAPE TREES			62100101	8,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0006	UTILITIES			62100101	164,100.00	.00	.00	.00	.00	100.00	164,100.00	100.00	16,410.00	147,690.00	147,690.00
0007	DETENTION SYSTEM			62100101	20,000.00	.00	.00	.00	.00	100.00	20,000.00	100.00	2,000.00	18,000.00	18,000.00
0008	SITE AMENITIES			62100101	8,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0009	RESTORATION			62100101	3,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0010	CLEAN UP			62100101	5,000.00	1,000.00	20.00	100.00	900.00	.00	1,000.00	20.00	100.00	900.00	.00
0011	SAFETY			62100101	5,000.00	2,500.00	50.00	250.00	2,250.00	.00	2,500.00	50.00	250.00	2,250.00	.00
0012	SUBMITTALS			62100101	5,000.00	.00	.00	.00	.00	100.00	5,000.00	100.00	500.00	4,500.00	.00
0013	CLOSEOUTS			62100101	5,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0500	CE#006 TEMP ROAD	1	1	62250101	7,022.29	7,022.29	100.00	702.23	6,320.06	.00	7,022.29	100.00	702.23	6,320.06	.00
0501	CE#008 REVISIONS PER RFI #8	2	2	62250101	17,408.60	17,408.60	100.00	1,740.86	15,667.74	.00	17,408.60	100.00	1,740.86	15,667.74	.00
Bid Division Totals					353,430.89	58,085.89	16.43	5,808.59	52,277.30	68.66	300,740.89	85.09	30,074.09	270,666.80	205,087.50

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

SCHEDULE OF VALUES

PROJECT NUMBER: 2604-1342 PROJECT: TYLER PARK - OAK PARK

PERIOD ENDING DATE: 5/26/2026
COST CONTROL BOOK: 004

BID DIV#/NAME: 0102 ASPHALT PAVING
VENDOR#/NAME: 10060 ASPHALT SPECIALIST INC.

ORIGINAL CONTRACT SUM	71,000.00	TOTAL COMPLETED TO DATE	.00
PLUS NET CHANGE ORDERS TO DATE	0.00	LESS RETAINED TO DATE - 10%	.00
TOTAL CONTRACT SUM TO DATE	71,000.00	BILLED AMOUNT TO DATE	.00
BALANCE TO FINISH (INCLUDING RETAINAGE)	71,000.00	LESS PREVIOUS BILLED AMOUNTS	.00
		CURRENT AMOUNT DUE	.00

				SCHEDULED	COMPLETED CURRENT				PREVIOUS	COMPLETED TO DATE				ACTUAL
ITEM	DESCRIPTION	PCO	CCO	ID#	VALUE	TOTAL	%	RETAINED	AMT DUE	%	TOTAL	%	RETAINED	BILLED AMT	PAYMENTS
0001	BONDS			62100101	400.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0002	MOBILIZATION			62100101	3,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0003	AGGREGATE & FINE GRADE			62100101	20,800.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0004	ASPHALT LEVELING			62100101	18,700.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0005	ASPHALT WEARING COURSE			62100101	23,100.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0006	CONCRETE			62100101	4,500.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
Bid Division Totals					71,000.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00

BID DIV#/NAME: 0901 CM FEES
VENDOR#/NAME: 23076 MCCARTHY & SMITH, INC

ORIGINAL CONTRACT SUM	25,000.00	TOTAL COMPLETED TO DATE	6,750.00
PLUS NET CHANGE ORDERS TO DATE	0.00	LESS RETAINED TO DATE - %	.00
TOTAL CONTRACT SUM TO DATE	25,000.00	BILLED AMOUNT TO DATE	6,750.00
BALANCE TO FINISH (INCLUDING RETAINAGE)	18,250.00	LESS PREVIOUS BILLED AMOUNTS	6,750.00
		CURRENT AMOUNT DUE	.00

				SCHEDULED	COMPLETED CURRENT				PREVIOUS	COMPLETED TO DATE				ACTUAL
ITEM	DESCRIPTION	PCO	CCO	ID#	VALUE	TOTAL	%	RETAINED	AMT DUE	%	TOTAL	%	RETAINED	BILLED AMT	PAYMENTS
0001	BALANCE TO FINISH **********			62300101	18,250.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0002	INV#19225 03/31/26			62300101	5,000.00	.00	.00	.00	.00	100.00	5,000.00	100.00	.00	5,000.00	4,996.22
0003	INV#19226 03/31/26			62300101	1,750.00	.00	.00	.00	.00	100.00	1,750.00	100.00	.00	1,750.00	1,748.68

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

SCHEDULE OF VALUES

PROJECT NUMBER: 2604-1342 **PROJECT: TYLER PARK - OAK PARK**

PERIOD ENDING DATE: 5/26/2026
COST CONTROL BOOK: 004

Bid Division Totals	25,000.00	.00	.00	.00	.00	27.00	6,750.00	27.00	.00	6,750.00	6,744.90

BID DIV#/NAME: 0902 CM REIMBURSABLES
VENDOR#/NAME: 23076 MCCARTHY & SMITH, INC

ORIGINAL CONTRACT SUM	45,000.00	TOTAL COMPLETED TO DATE	10,725.00
PLUS NET CHANGE ORDERS TO DATE	0.00	LESS RETAINED TO DATE - %	.00
TOTAL CONTRACT SUM TO DATE	45,000.00	BILLED AMOUNT TO DATE	10,725.00
BALANCE TO FINISH (INCLUDING RETAINAGE)	34,275.00	LESS PREVIOUS BILLED AMOUNTS	6,489.00
		CURRENT AMOUNT DUE	4,236.00

				SCHEDULED	COMPLETED CURRENT				PREVIOUS	COMPLETED TO DATE				ACTUAL
ITEM	DESCRIPTION	PCO	CCO	ID#	VALUE	TOTAL	%	RETAINED	AMT DUE	%	TOTAL	%	RETAINED	BILLED AMT	PAYMENTS
0001	BALANCE TO FINISH **********			62400101	34,275.00	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0002	INV#19227 03/31/26			62400101	6,489.00	.00	.00	.00	.00	100.00	6,489.00	100.00	.00	6,489.00	6,484.10
0003	INV#19341 04/30/2026			62400101	4,236.00	4,236.00	100.00	.00	4,236.00	.00	4,236.00	100.00	.00	4,236.00	.00
Bid Division Totals					45,000.00	4,236.00	9.41	.00	4,236.00	14.42	10,725.00	23.83	.00	10,725.00	6,484.10

BID DIV#/NAME: 0903 CM GENERAL CONDITIONS
VENDOR#/NAME: 23076 MCCARTHY & SMITH, INC

ORIGINAL CONTRACT SUM	13,000.00	TOTAL COMPLETED TO DATE	2,008.50
PLUS NET CHANGE ORDERS TO DATE	0.00	LESS RETAINED TO DATE - %	.00
TOTAL CONTRACT SUM TO DATE	13,000.00	BILLED AMOUNT TO DATE	2,008.50
BALANCE TO FINISH (INCLUDING RETAINAGE)	10,991.50	LESS PREVIOUS BILLED AMOUNTS	.00
		CURRENT AMOUNT DUE	2,008.50

				SCHEDULED	COMPLETED CURRENT				PREVIOUS	COMPLETED TO DATE				ACTUAL
ITEM	DESCRIPTION	PCO	CCO	ID#	VALUE	TOTAL	%	RETAINED	AMT DUE	%	TOTAL	%	RETAINED	BILLED AMT	PAYMENTS
0001	BALANCE TO FINISH **********			62500101	10,991.50	.00	.00	.00	.00	.00	.00	.00	.00	.00	.00
0002	INV#19342 04/30/2026			62500101	2,008.50	2,008.50	100.00	.00	2,008.50	.00	2,008.50	100.00	.00	2,008.50	.00
Bid Division Totals					13,000.00	2,008.50	15.45	.00	2,008.50	.00	2,008.50	15.45	.00	2,008.50	.00

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

SCHEDULE OF VALUES

PERIOD ENDING DATE: 5/26/2026

Project Totals	**507,430.89**	**64,330.39**	**12.68**	**5,808.59**	**58,521.80**	**50.43**	**320,224.39**	**63.11**	**30,074.09**	**290,150.30**	**218,316.50**

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

CHANGE ORDER LISTING

PERIOD ENDING DATE: **5/26/2026**

PROJECT NUMBER: 2604-1342 **PROJECT: TYLER PARK - OAK PARK**

COST CONTROL BOOK: **004**

BID DIV #	ITEM #	VENDOR NAME	PCO CCO	PCT COMP	APPROVED AMOUNT	ALLOCATED COST	CHANGE ORDER DESCRIPTION
0101	0500	JACKLYN CONTRACTING LLC	0001 001	100.00	7,022.29	7,022.29	CE#006 TEMP ROAD
0101	0501	JACKLYN CONTRACTING LLC	0002 002	100.00	17,408.60	17,408.60	CE#008 REVISIONS PER RFI #8 NORTH DETENTION STORM TIE IN
Project Totals				**100.00**	**24,430.89**	**24,430.89**	

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

APPROVED CHANGE ORDERS THIS PERIOD

CLIENT NAME: **CITY OF OAK PARK** **PERIOD ENDING DATE:** **5/26/2026**

PROJECT: 2604-1342 **PROJECT:** **TYLER PARK - OAK PARK** **COST CONTROL BOOK:** **004**

CHANGE ORDERS

BID DIV #	ITEM #	VENDOR NAME	PCO CCO	DATE	AMOUNT	DESCRIPTION
0101	0500	JACKLYN CONTRACTING LLC	0001-001	5/15/2026	7,022.29	CE#006 TEMP ROAD
0101	0501	JACKLYN CONTRACTING LLC	0002-002	5/15/2026	17,408.60	CE#008 REVISIONS PER RFI #8 NORTH DETENTION STORM TIE IN
			SUBTOTAL - CHANGE ORDERS		**24,430.89**	
			REPORT TOTAL		**24,430.89**	

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

McCarthy & Smith, Inc.
Construction Services

McCarthy & Smith, Inc.
24317 Indoplex Cir
Farmington Hills, Michigan 48335
Phone: (248) 427-8400
Fax: +1.248.427.8401

CCO #001

Project: 1280-24 - Berkley Tyler Park Ballfield Renovations

Change Order #001: CE #006/#008

CONTRACT COMPANY:	**Jacklyn Contracting** 5920 McColn Drive Dryden, Michigan 48428	**CONTRACT FOR:**	BD 101 OP :Oak Park - Site Work
DATE CREATED:	4/21/2026	**CREATED BY:**	Debbie Bommarito **(McCarthy & Smith, Inc.)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
		TOTAL AMOUNT:	$ 24,430.89

DESCRIPTION:
CE #006 - Temporary Road (Oak Park)
CE #008 - Revisions per RFI #8 - North Detention Storm Tie-in (Oak Park)

ATTACHMENTS:
CE #008 Revisions per RFI #8.pdf CE #006 Temp Road.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	CE #006 - Temporary Road (Oak Park)		$7,022.29
002	CE #008 - Revisions per RFI #8 - North Detention Storm Tie-In (Oak Park)		$17,408.60
		Total:	$24,430.89

CHANGE ORDER LINE ITEMS:

PCO # 001 : CE #006 - Temporary Road (Oak Park)

#	Cost Code	Description	Type	Amount
1	101-A-62100101 - OP - Site Work	Temporary Road (Oak Park)	Commitment	$ 7,022.29
			Subtotal:	$7,022.29
			Grand Total:	**$7,022.29**

PCO # 002 : CE #008 - Revisions per RFI #8 - North Detention Storm Tie-In (Oak Park)

#	Cost Code	Description	Type	Amount
1	101-A-62100101 - OP - Site Work	Revisions per RFI #8 - North Detention Storm Tie-In (Oak Park)	Commitment	$ 17,408.60
			Subtotal:	$17,408.60
			Grand Total:	**$17,408.60**

The original (Contract Sum)	$ 329,000.00
Net change by previously authorized Change Orders	$ 0.00
The contract sum prior to this Change Order was	$ 329,000.00
The contract sum would be changed by this Change Order in the amount of	$ 24,430.89
The new contract sum including this Change Order will be	$ 353,430.89

The contract time will not be changed by this Change Order.

McCarthy & Smith, Inc.
Construction Services

CCO #001

RECOMMENDED:

McCarthy & Smith, Inc.
24317 Indoplex Cir
Farmington Hills, Michigan 48335

DocuSigned by:
Dave Melville
909B521D256844D...
4/27/2026
SIGNATURE **DATE**

APPROVED:

Signed by:
Michael Bauman
AE37E6EED6F0466...
5/1/2026
SIGNATURE **DATE**

AGREED TO:

Jacklyn Contracting
5920 McColn Drive
Dryden, Michigan 48428

DocuSigned by:
Scott Jacklyn
4E1F89A3636F479...
5/1/2026
SIGNATURE **DATE**

AUTHORIZED BY:

DocuSigned by:
Erik Tungate
0CB91F6C80884EB...
5/6/2026
SIGNATURE **DATE**

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

THE DISBURSEMENT SUMMARY WILL BE PROVIDED UPON REQUEST

Docusign Envelope ID: 7497A2BD-5753-8D98-8338-DDBF43FF1AC2

BUDGET SUMMARY BY ID NUMBER

PERIOD ENDING DATE: 5/26/2026

PROJECT NUMBER: 2604-1342 PROJECT: TYLER PARK - OAK PARK **COST CONTROL BOOK: 004**

ID NUMBER	DESCRIPTION	(1) BUDGET	(2) CHANGE TO BUDGET	(3) REVISED BUDGET (1+2)	(4) SCHEDULE OF VALUES COMMITTED	(5) C.O.'S APPROVED	(5a) ESTIMATE TO COMPLETE	(6) TOTAL (4+5+5a)	(7) BUDGET VARIANCE (3-6)	(8) ACTUAL PAYMENTS
BUILDING: 01 TYLER PARK										
TYPE OF WORK: 6210										
6210-01-01	SITE WORK	400,000.00	.00	400,000.00	400,000.00	0.00	.00	400,000.00	.00	205,087.50
	TYPE OF WORK TOTALS	400,000.00	.00	400,000.00	400,000.00	0.00	.00	400,000.00	.00	205,087.50
TYPE OF WORK: 6225										
6225-01-01		.00	.00	.00	.00	24,430.89	.00	24,430.89	-24,430.89	.00
	TYPE OF WORK TOTALS	.00	.00	.00	.00	24,430.89	.00	24,430.89	-24,430.89	.00
TYPE OF WORK: 6230										
6230-01-01	CM FEES	25,000.00	.00	25,000.00	25,000.00	0.00	.00	25,000.00	.00	6,744.90
	TYPE OF WORK TOTALS	25,000.00	.00	25,000.00	25,000.00	0.00	.00	25,000.00	.00	6,744.90
TYPE OF WORK: 6240										
6240-01-01	CM REIMBURSABLES	45,000.00	.00	45,000.00	45,000.00	0.00	.00	45,000.00	.00	6,484.10
	TYPE OF WORK TOTALS	45,000.00	.00	45,000.00	45,000.00	0.00	.00	45,000.00	.00	6,484.10
TYPE OF WORK: 6250										
6250-01-01	GENERAL CONDITIONS	13,000.00	.00	13,000.00	13,000.00	0.00	.00	13,000.00	.00	.00
	TYPE OF WORK TOTALS	13,000.00	.00	13,000.00	13,000.00	0.00	.00	13,000.00	.00	.00
	BUILDING TOTALS	483,000.00	.00	483,000.00	483,000.00	24,430.89	.00	507,430.89	-24,430.89	218,316.50
	PROJECT TOTALS	483,000.00	.00	483,000.00	483,000.00	24,430.89	.00	507,430.89	-24,430.89	218,316.50

CITY OF OAK PARK, MI
STAFF REPORT

8.A

AGENDA FOR: June 15, 2026

SUBJECT: Public Hearing for Establishing Special Assessment District 730, Eleven Mile Parking Lot Reconstruction

DEPARTMENT: Finance/Assessing

FROM: Steve Lukasik, Deputy Treasurer

SUMMARY: At the June 1, 2026, City Council Meeting, Council Council set forth June 15, 2026, as the date to hold a Public Hearing for Special Assessment District 730, Eleven Mile Parking Lot Reconstruction. Notices have been mailed and published.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: To open Public Hearing on SAD 730 and record any objections.

EXHIBITS:

None

CITY OF OAK PARK, MI
STAFF REPORT

8.B

AGENDA FOR: June 15, 2026

SUBJECT: Resolution Accepting Special Assessment District 730

DEPARTMENT: Finance/Assessing

FROM: Steve Lukasik, Deputy Treasurer

SUMMARY: City Council held a Public Hearing on June 15, 2026, to hear objections to Special Assessment District 730. After hearing objections, if any, Council has set forth this time to establish Special Assessment District 730, Reconstruction of Eleven Mile Parking Lot.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: To adopt the Resolution Establishing Special Assessment District 730 and Authorize the Special Assessment Roll.

EXHIBITS:

1. Resolution- SAD June 15, 2026
2. Special Assessment Roll

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN
RESOLUTION AUTHORIZING AND DIRECTING THE ASSESSOR TO PREPARE A SPECIAL ASSESSMENT ROLL

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held in the Council Chambers located at 14000 Oak Park Boulevard, Oak Park, Michigan 48237 at 7:00 P.M. Eastern Daylight Savings Time, on the 15TH day of June, 2026.

The Meeting was called to order by: Mayor McClellan

Present:

Absent:

The following Resolution was offered by

and seconded by.

BE IT RESOLVED, by the City Council of the City of Oak Park, Michigan that:

WHEREAS the City has requested the establishment of a special assessment district to finance and defray the cost of the project; and

WHEREAS, the improvement is the reconstruction of the 11 mile parking lot located in The City of Oak Park, MI; and

WHEREAS, the project is intended to specially benefit properties identified in the special assessment district attached to this Resolution which will be designated as Special Assessment District No. 730; and

WHEREAS, the City Council, after a public hearing, approved the cost of the project in the amount of $2,300,502.00 and approved the district as a special assessment district against which the balance of $281,000.00 ($2,300,502.00 – CIA contribution of $961,337.30 - grants totaling $100,000.00 – contribution of $100,000.00 from The City of Oak Park General Fund and – requested county ARPA Funds of $858,164.70) of the cost of the project will be assessed; and

WHEREAS, in accordance with the direction of the City Council, the City Assessor has prepared a special assessment roll allocating the total remaining balance ($281,000.00)

to the properties within the district according to law and the directions of City Council, and the Assessor has filed such roll with the City Clerk; and

WHEREAS, a public hearing on the special assessment roll was set and duly noticed according to law for the purpose of hearing objections with respect to the special assessment roll; and

WHEREAS on June 15, 2026, the public hearing was conducted by the City Council in accordance with the notice.

NOW, THEREFORE, it is hereby resolved as follows:

1. The City Council has determined that it is satisfied with the special assessment roll, that the proposed assessments are in proportion to the benefits received or to be received as a result of the project and that it would be appropriate to approve and confirm the special assessment roll.

2. The special assessment roll for Special Assessment District No. 730 in the amount of $281,000.00 shall be and is hereby adopted and confirmed.

3. The City Clerk is directed to endorse and certify on the special assessment roll the date of this confirmation, which shall be final and conclusive for the purpose of the project unless the special assessment is contested in the Michigan Tax Tribunal within the time and manner provided for by ordinance and state law.

4. All amounts shall be assessed against each property in the district in 10 equal annual installments due at intervals of twelve months, the first of which will be due and payable on July 1, 2026, the second of which will be due and payable on July 1, 2027 and all subsequent installments shall be due and payable successively in intervals on 12 months from the due date of the second installment in accordance with Sec. 12.5 of the Charter.

5. All amounts shall bear interest until paid in full at a rate equal to 2 percent per annum. Interest shall be due on the due date of the principal assessment installment payments as noted above, commencing the date the first assessment payment is due, as stated above. If any installment is not paid when due, the installment shall be deemed to be delinquent and an additional penalty shall be charged and collected as provided for in Section 12.5 of the Charter.

6. The City Clerk is directed to attach his warrant as required by law to the roll and to direct the roll, with his warrant attached, to the City Assessor. The City Assessor shall collect the special assessments in accordance with the terms of this resolution, the City's ordinances, the warrant and the statutes of the State of Michigan. The City assessor shall mail statement of the special assessment to the respective owners as indicated in the last local tax assessment records for those properties included in the special assessment district, stating the amount of the assessment and the manner in which the special assessment may be paid. The notice of special assessment mailed

by the Assessor shall contain a statement that the owner or any person having an interest in the real property may file a written appeal of the special assessment with the Michigan Tax Tribunal within thirty (30) days from the date of confirmation of the special assessment roll if that special assessment was protested at the hearing held for the purpose of confirming the special assessment roll.

7. After the cash payment date, all or any part of the unpaid special assessment may be paid at any time with interest accrued to the month in which the payment is made.

8. All special assessments contained in the special assessment roll, including accrued annual interest from the cash payment date and any penalties, shall from the date of confirmation of such roll constitute a lien upon the respective lot or parcel of land specially assessed in the special assessment district until such time as the special assessment, accrued interest and penalties, if any, are paid. In the event that any of the properties in the special assessment district are sold, the special assessment, accrued interest and penalties, if any, must be paid in their entirety to the City at the time of the sale.

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

10. This Resolution shall become effective immediately upon its passage and adoption.

Roll Call Vote: Yes:

No:

Absent:

RESOLUTION DECLARED ADOPTED

I, T. Edwin Norris, City Clerk, do hereby certify that the forgoing constitutes a true, complete and original copy of a resolution adopted by the City Council of the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on June 15, 2026 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 of the Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____

T. Edwin Norris, City Clerk

City of Oak Park

SPECIAL ASSESSMENT ROLL

SPECIAL ASSESSMENT ROLL for defraying the expense of **Eleven Mile Parking Lot Reconstruction** in the City of Oak Park from **various locations.**

To the Council of the City of Oak Park:

I hereby certify and report that the foregoing is a special assessment and the assessment made by me pursuant to a resolution of the Council of said City, adopted June 1, 2026 for the purpose of paying the cost (or that part of the cost which the Council decided should be borne and paid by special assessment) for **Eleven Mile Parking Lot Reconstruction** that in making such assessment I have, as near as may be, according to my best judgment; conformed in all things to the direction contained in the resolution of the Council hereinbefore referred to, and the charter of the City relating to such assessment.

Dated: June 15, 2026

_____

Dawn Scheitz
WCA Assessing
City of Oak Park

Special Assessment District **730**
Date Confirmed June 15, 2026
Amount Assessed $281,000.00 payable in ten (10) Installments.

I, T. Edwin Norris, Clerk of the City of Oak Park, do hereby certify that the special assessment appearing on the following roll, was duly confirmed, as amended, by the City Council under the roll date of June 1, 2026**.**

_____

T. Edwin Norris, City Clerk

State of Michigan)
) Date _____
City of Oak Park)

To the Treasurer of the City of Oak Park, MI:

Pursuant to a resolution passed by the City Council, you are commanded to collect from the owners of, or the parties in interest in the lots or parcels of land.

_____

T. Edwin Norris
City Clerk

CITY OF OAK PARK, MI
STAFF REPORT

9.A

AGENDA FOR: June 15, 2026

SUBJECT: Request for a Special Event License and waiver of fee submitted by East Oak Park Neighborhood Association for their annual picnic to be held in Best Park on July 18, 2026, from Noon - 3:00 p.m.

DEPARTMENT: City Clerk

FROM: Jo Lynn Williams-Elliott, Deputy City Clerk

SUMMARY: Please see the attached details.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: Approve event.

EXHIBITS:

1. Special Event App- EOP Annual Neighborhood picnic
2. Special Event Sign off - EOP Annual Picnic

CITY OF OAK PARK, MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

Special event means any event that occurs on a non-permanent basis, that is different from the normal lawful use of the premises where the event is to be held, may not otherwise be permitted by the zoning ordinance, or which may require City resources over and above what has already been allocated, or that requires exclusive use of city property, or that includes the use of a tent regulated by the International Fire Code, and is of such a nature as to be acceptable to the general public with regard to morals, safety features and the conduct of the special event participants.

Today's Date: June 8, 2026

Applicant Information

Applicant/Business Name: East Oak Park Neighborhood Association

Applicant/Business Address: 24040 Geneva, Oak Park 48237

Phone number: 2485442371 E-Mail Address: spoclak2004@comcast.net

Relation of applicant to business: MEMBER

Owner Information

Owner or manager of site: N/A Phone: _____

Names and addresses of partners or officers of corporation:

_____

_____

_____

Event Information

Proposed date(s) of event: 7/18/26 Has this event been held previously? ☒ Yes ☐ No

Address or location of event: Best Park

Is this a city owned park? ☒ Yes ☐ No

Nature, purpose, and detailed description of event: Neighborhood PICNIC

_____

_____

Will the event be open to the public? ☒ Yes ☐ No

If yes, please describe how so: ALL Welcome - No admission fee

_____

_____

Estimated number of people attending event? 70 Hours of Event: 12p-3p

Street Closure

Are you requesting to have a parade? ☐ Yes ☒ No **If yes, please attach a map of the parade route**

Where will the parade participants be walking? ☐ Sidewalks ☐ Streets

Will the parade require streets to be blocked off? ☐ Yes ☐ No

If yes, please describe. _____

Are you requesting a street to be closed or blocked off for your event? ☐ Yes ☐ No

Please note: ***Please attach verification from the residences located on the affected street(s), indicating that they are aware of the event.*** (Form attached)

Food Services

Will food or beverages be sold at event? ☐ Yes ☒ No If yes please list type(s) of food to be sold:

_____
_____
_____

Will the food be prepackaged or prepared on site: ☐ Yes ☒ No

Please note: ***If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for an inspection. You will also need to provide temporary water services at the site where the food is prepared.***

Mechanical Amusement

Will there be a mechanical ride, bounce house or other special activity at the event? ☐ Yes ☒ No
If yes, please describe and provide the name and address of the company/entity providing the amusement.

_____
_____
_____
_____

Please Note: ***You are required to provide proof of insurance for all mechanical rides, bounce houses, Mechanical rides/games, etc. The City of Oak Park must be listed on the certificate of insurance as "additional insured."***

Technical/Support

Will the event require use of electrical supply source? ☐ Yes ☒ No If yes, please describe:

Will sanitary facilities be required at the event? ☐ Yes ☒ No

Will tent(s) be used at the event? ☐ Yes ☒ No If yes, please state size(s) and description:

Will the event have banners displayed? ☒ Yes ☐ No, if so, please provide the number of signs and dimension(s): 2 - 3X4'

Please Note:

If a temporary generator or electric supply source is provided, you must provide an Electrical permit from a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.

Additional Special Event requirements may include: additional application, inspection and bond fees, and temporary sign permit. The application will also be assessed for the potential liability risk to the City of Oak Park and may require liability insurance as detailed in Section 10-270 of the City Code.

The fee for a Special Event application is $100 and is non-refundable. The deadline for receipt of the application is 30 days prior to the event. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, Recreation and Municipal Services. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether to proceed with the event. If the applicant decides to proceed, the event application will be placed on the next City Council agenda for consideration of approval.

☒ I am requesting a waiver of the $100 application fee.

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request and grounds to revoke any prior approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.

Samuel Pollah 6/8/26

Applicant's Signature Date

3/24

STREET CLOSURE APPROVAL FORM

_____

Name and date of event

Street Address	Yes	No	Name	Signature

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Neighborhood Picnic
East Oak Park Neighborhood Assoc.
Ferndale Upper Elementary Park (Best Park)
DATE: July 18, 2026 at 12 p.m. - 3 p.m.

DEPARTMENT	SERVICES/CONSIDERATIONS	ESTIMATED HOURS	ESTIMATED COST
MUNICIPAL SERVICES *Kim Marrone* **Dan Fairless*	Banners/Signs cannot create a vision obstruction for motorists and pedestrians	N/A	N/A
PUBLIC SAFETY *Steve Cooper*	Public Safety to provide periodic checks as part of normal patrol activities	40 Mins	NA
RECREATION *Laurie Stasiak*	N/A	N/A	N/A
DPW *Dave Decoster*	N/A	N/A	N/A
CITY ATTORNEY *Courtney Krause*	Applicant needs to confirm whether street closure is needed This space on the application is not completed.	N/A	N/A
ADMINISTRATION *Adam Owczarzak*	Recommended approval contingent upon applicant meeting the requirements listed.		$100 waiver requested

CITY OF OAK PARK, MI
STAFF REPORT

9.B

AGENDA FOR: June 15, 2026

SUBJECT: Request for a Special Event License submitted by Carrie Dase, 21601 Sussex, for a family reunion event to be held July 17, 2026, from 6 -10 pm.

DEPARTMENT: City Clerk

FROM: Jo Lynn Williams-Elliott, Deputy City Clerk

SUMMARY: Please see attachment

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: approve event

EXHIBITS:

1. Special Event App - C.Dase Family Reunion
2. Special Event Sign off - C.Dase Family Reunion

CITY OF OAK PARK, MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

Special event means any event that occurs on a non-permanent basis, that is different from the normal lawful use of the premises where the event is to be held, may not otherwise be permitted by the zoning ordinance, or which may require City resources over and above what has already been allocated, or that requires exclusive use of city property, or that includes the use of a tent regulated by the International Fire Code, and is of such a nature as to be acceptable to the general public with regard to morals, safety features and the conduct of the special event participants.

Today's Date: 5-27-2026

Applicant Information

Applicant/Business Name: CARRIE DASE

Applicant/Business Address: 21601 SUSSEX

North end SUSSEX

Phone number: 248-310-9490 E-Mail Address: _____

Relation of applicant to business: _____

Owner Information

Owner or manager of site: SAME Phone: SAME

Names and addresses of partners or officers of corporation:

_____

_____

_____

Event Information

Proposed date(s) of event: July 17 Has this event been held previously? ☐ Yes ☒ ~~No~~

Address or location of event: 21601 SUSSEX

Is this a city owned park? ☐ Yes ☒ No

Nature, purpose, and detailed description of event: FAMILY REUNION

SMALL children will be PALYING I AM ON the corner SUSSEX & NORTH END

Will the event be open to the public? ☐ Yes ☒ No

If yes, please describe how so: _____

_____

_____

Estimated number of people attending event? 50 Hours of Event: 6-10

Street Closure

Are you requesting to have a parade? ☐ Yes ☒ No **If yes, please attach a map of the parade route**

Where will the parade participants be walking? ☐ Sidewalks ☐ Streets

Will the parade require streets to be blocked off? ☒ Yes ☐ No

If yes, please describe. _____

Are you requesting a street to be closed or blocked off for your event? ☒ Yes ☐ No Northend between Whitmore + Sussex

Please note: ***Please attach verification from the residences located on the affected street(s), indicating that they are aware of the event.*** (Form attached)

Food Services

Will food or beverages be sold at event? ☐ Yes ☒ No If yes please list type(s) of food to be sold:

_____

_____

_____

Will the food be prepackaged or prepared on site: ☐ Yes ☒ No

Please note: ***If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for an inspection. You will also need to provide temporary water services at the site where the food is prepared.***

Mechanical Amusement

Will there be a mechanical ride, bounce house or other special activity at the event? ☐ Yes ☒ No
If yes, please describe and provide the name and address of the company/entity providing the amusement.

_____

_____

_____

_____

Please Note: ***You are required to provide proof of insurance for all mechanical rides, bounce houses, Mechanical rides/games, etc. The City of Oak Park must be listed on the certificate of insurance as "additional insured."***

Technical/Support

Will the event require use of electrical supply source? ☐ Yes ☒ No If yes, please describe:

Will sanitary facilities be required at the event? ☐ Yes ☒ No

Will tent(s) be used at the event? ☐ Yes ☒ No If yes, please state size(s) and description:

Will the event have banners displayed? ☐ Yes ☒ No, if so, please provide the number of signs and dimension(s):

Please Note:

If a temporary generator or electric supply source is provided, you must provide an Electrical permit from a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.

Additional Special Event requirements may include: additional application, inspection and bond fees, and temporary sign permit. The application will also be assessed for the potential liability risk to the City of Oak Park and may require liability insurance as detailed in Section 10-270 of the City Code.

The fee for a Special Event application is $100 and is non-refundable. The deadline for receipt of the application is 30 days prior to the event. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, Recreation and Municipal Services. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether to proceed with the event. If the applicant decides to proceed, the event application will be placed on the next City Council agenda for consideration of approval.

☐ I am requesting a waiver of the $100 application fee.

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request and grounds to revoke any prior approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.

Camie J [illegible] 5-27-2020

Applicant's Signature Date

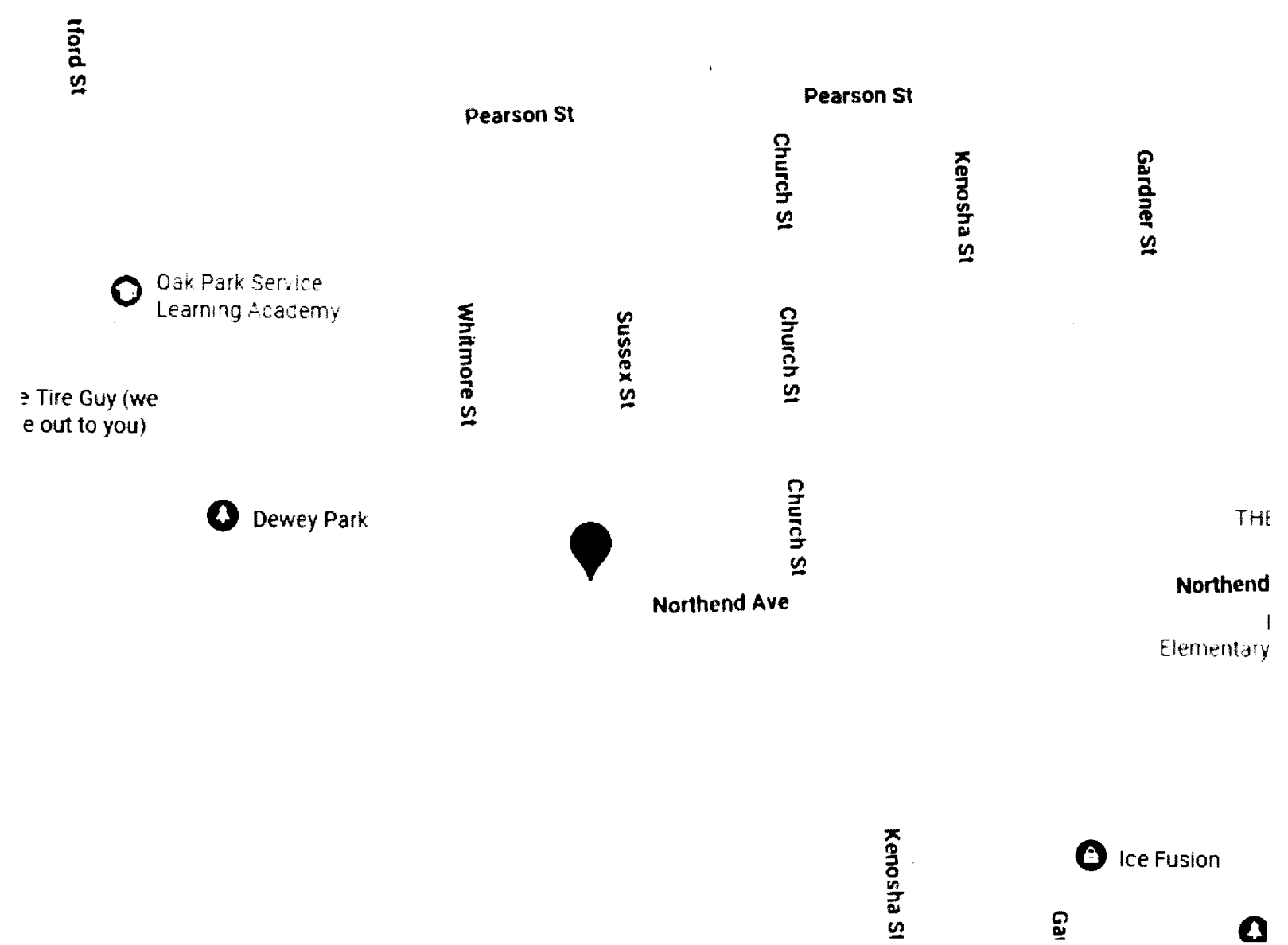
3/24

July 17

STREET CLOSURE APPROVAL FORM

Carrie Nase 21601 Sussex
Name and date of event

Street Address	Yes	No	Name	Signature
21630 Sussex	✓		James Carter	James Carter
21601 Whitmore			Marguerite Mueller	Marguerite Mueller
21630 Whitmore			[illegible]	[illegible]
21671 Whitmore			[illegible]	[illegible]
21600 WHITMORE			Preston Ally	
~~21610~~	✓		Tyler Hicks	Tyler Hicks
21621	✓		Keith King	
14521	✓		Lisone Jackson	
21710 Whitmore	✓		Alicia Hubbard	
21660 Whitmore			Delia Clark	Delia Clark


Pearson St
Pearson St
Church St
Kenosha St
Gardner St
Oak Park Service
Learning Academy
Whitmore St
Sussex St
Church St
Church St
Dewey Park
Northend Ave
Northend
Elementary
Kenosha St
Ice Fusion

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Family Reunion
Carrie Dase
Northend between Sussex and Whitmore
DATE: July 17, 2026 at 6 p.m. - 10 p.m.

DEPARTMENT	SERVICES/CONSIDERATIONS	ESTIMATED HOURS	ESTIMATED COST
MUNICIPAL SERVICES *Kim Marrone* **Dan Fairless*	N/A	N/A	N/A
PUBLIC SAFETY *Steve Cooper*	Public Safety to conduct periodic checks as part of normal patrol activities	30 Mins	NA
RECREATION *Laurie Stasiak*	N/A	N/A	N/A
DPW *Dave Decoster*	Drop Off / Pick Up Barricades	2 Hours	N/A
CITY ATTORNEY *Courtney Krause*	N/A	N/A	N/A
ADMINISTRATION *Adam Owczarzak*	Recommended approval contingent upon applicant meeting the requirements listed.		$100 fee paid

GARAN LUCOW MILLER P.C.
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

Invoice 667845

June 9, 2026

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

Re: In Re: City of Oak Park

Client 7406
Matter 1

Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, May 31, 2026

$15,166.66 Fee Total

Costs Advanced:

Date	Description	Amount
05/02/26	Reproduction Charges 1 @ 0.15	0.15
05/05/26	Reproduction Charges 2 @ 0.15	0.30
05/05/26	Reproduction Charges 2 @ 0.15	0.30
05/05/26	Reproduction Charges 2 @ 0.15	0.30
05/05/26	Reproduction Charges 7 @ 0.15	1.05
05/05/26	Reproduction Charges 42 @ 0.15	6.30
05/07/26	Reproduction Charges 6 @ 0.15	0.90
05/19/26	Reproduction Charges 1 @ 0.15	0.15
05/19/26	Reproduction Charges 1 @ 0.15	0.15
05/19/26	Reproduction Charges 1 @ 0.15	0.15
05/19/26	Reproduction Charges 1 @ 0.15	0.15

Costs Advanced:

Date	Description	Amount
05/19/26	Reproduction Charges 1 @ 0.15	0.15
05/19/26	Reproduction Charges 1 @ 0.15	0.15
05/19/26	Reproduction Charges 2 @ 0.15	0.30
05/19/26	Reproduction Charges 2 @ 0.15	0.30
05/19/26	Reproduction Charges 3 @ 0.15	0.45
05/19/26	Reproduction Charges 3 @ 0.15	0.45
05/19/26	Reproduction Charges 4 @ 0.15	0.60
05/19/26	Reproduction Charges 4 @ 0.15	0.60
05/19/26	Reproduction Charges 4 @ 0.15	0.60
05/19/26	Reproduction Charges 5 @ 0.15	0.75
05/19/26	Reproduction Charges 6 @ 0.15	0.90
05/19/26	Reproduction Charges 8 @ 0.15	1.20
05/19/26	Reproduction Charges 12 @ 0.15	1.80
05/19/26	Reproduction Charges 13 @ 0.15	1.95
05/19/26	Reproduction Charges 16 @ 0.15	2.40
05/19/26	Reproduction Charges 21 @ 0.15	3.15
05/19/26	Reproduction Charges 26 @ 0.15	3.90
05/19/26	Reproduction Charges 27 @ 0.15	4.05
05/19/26	Reproduction Charges 54 @ 0.15	8.10
05/22/26	Reproduction Charges 2 @ 0.15	0.30
05/22/26	Reproduction Charges 3 @ 0.15	0.45
05/22/26	Reproduction Charges 4 @ 0.15	0.60
05/22/26	Reproduction Charges 5 @ 0.15	0.75
05/22/26	Reproduction Charges 11 @ 0.15	1.65

GARAN LUCOW MILLER P.C.
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

Invoice 667846

June 9, 2026

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

Re: Linda Dunwoody & Deshawn Williams v City of Oak Park & Marian Meisner McClellan, et al

Client 7406
Matter 51

Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, May 31, 2026

$ 200.00 Fee Total

Total Costs Advanced	**$ 0.00**

Total Fees and Disbursements: $ 200.00

Invoices for legal services are due upon receipt. To ensure proper application of your payment, Please indicate our invoice number and client/matter number on your remittance.

GARAN LUCOW MILLER P.C.
GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

1155 Brewery Park Blvd, Ste 200
Detroit, Michigan 48207
313-446-1530
Tax I.D. 38-1879991

Invoice 667847

June 9, 2026

Erik Tungate
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48327

Re: City of Oak Park v Janice Dent, Robin Dent, Ada Anderson, Sharon Dent

Client 7406
Matter 53

Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, May 31, 2026

$ 360.00 Fee Total

Total Costs Advanced	**$ 0.00**

Total Fees and Disbursements: $ 360.00

Invoices for legal services are due upon receipt. To ensure proper application of your payment, Please indicate our invoice number and client/matter number on your remittance.

Shifman Fournier, PLC
31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025

Invoice Submitted to:

Ed Norris, City Clerk
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

In Reference To: City of Oak Park/General Labor

Invoice No. 17100

Professional Services

6/01/2026	Services per Retainer Agreement for July 1, 2026 – September 30, 2026	$ 20,000.00
	TOTAL	$ 20,000.00
	BALANCE DUE	**$ 20,000.00**

CITY OF OAK PARK, MI
STAFF REPORT

10.C

AGENDA FOR: June 15, 2026

SUBJECT: Approval for payment of invoices submitted by Dizik/ Kaplan for legal services in the amount of $6,500.00.

DEPARTMENT: Administration

FROM: Tim Ciechorski, Residence Services Coordinator

SUMMARY: Invoice #1956 has been paid.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: Approve payment of invoice.

EXHIBITS:

1. Invoice 1958 Dizik Kaplan (1)

INVOICE

Invoice # 1958
Date: 06/01/2026
Due On: 07/01/2026

Dizik | Kaplan

370 E. Maple Road, Third Floor
Birmingham, MI 48009
Phone: (248) 712-1056
www.dizikkaplan.com

City of Oak Park
14000 Oak Park Blvd
Oak Park, Michigan 48237

00230-City of Oak Park

City of Oak Park Prosecution

Type	Date	Notes	Quantity	Rate	Total
Expense	06/01/2026	Reimbursable expenses: May 2026 City Prosecution	1.00	$6,500.00	$6,500.00
				Total	**$6,500.00**

Detailed Statement of Account

Other Invoices

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1956	05/31/2026	$6,500.00	$0.00	$6,500.00

Current Invoice

Invoice Number	Due On	Amount Due	Payments Received	Balance Due
1958	07/01/2026	$6,500.00	$0.00	$6,500.00

Outstanding Balance	**$13,000.00**
Total Amount Outstanding	**$13,000.00**

Account Balance

Account	Balance
TDLF OPERATING Balance	$0.00
Total Account Balance	**$0.00**

Please make all amounts payable to: Dizik | Kaplan

Please pay within 30 days.

CITY OF OAK PARK, MI
STAFF REPORT

12.B.1

AGENDA FOR: June 15, 2026

SUBJECT: Approval of the resolution and memorandum of understanding regarding Greenfield Road and Eight Mile intersection improvements.

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY:

The cities of Oak Park, Southfield, and Detroit along with the Eight Mile Boulevard Association (8MBA) have determined the Greenfield Road and Eight Mile Intersection can be improved by the development of decorative lighting improvements in the intersection. This installation would be via MDOT infrastructure ("Project") to promote an aesthetic gateway feature in the area of the intersection, subject to the Michigan Department of Transportation's ("MDOT") jurisdiction and approval. Last year, a Patronicity campaign along with grant funding from 8MBA and contributions from each of the communities was able to raise the funding necessary to fund this project and provide a reserve for maintenance. MDOT requires a Memorandum of Understanding between all communities with Southfield acting as the lead agency.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council approve the Eight Mile Greenfield Resolution and the Memorandum of Understanding for the Greenfield Road and Eight Mile Intersection Improvements.

EXHIBITS:

1. Greenfield Road and Eight Mile_Resolution
2. Greenfield Road and Eight Mile_MOU
3. Greenfield Road and Eight Mile_Exhibit 1

CITY OF OAK PARK
COUNTY OF OAKLAND, MICHIGAN
RESOLUTION CM-06-216-2026

WHEREAS, the City of Southfield, the City of Oak Park, the City of Detroit, and the 8 Mile Boulevard Association are partnering to install the 8 Mile and Greenfield Lighting Project within the Michigan Department of Transportation (MDOT) right-of-way at the subject intersection; and

WHEREAS, the 8 Mile and Greenfield Lighting Project includes the installation of lights on MDOT infrastructure; and

WHEREAS, MDOT defines the Project's improvements as an "aesthetic element", a "non-highway use within the transportation corridor" that serves wayfinding and placemaking purposes; and

WHEREAS, the proposed aesthetic element is on the border of multiple entities and thus requires a resolution of support per the Highway Aesthetic Element Guidelines, effective September 30, 2021; and

WHEREAS, the City of Oak Park supports the Memorandum of Understanding regarding Greenfield Road and Eight Mile Intersection Improvements;

NOW, THEREFORE, BE IT RESOLVED that the Oak Park City Council does hereby support the 8 Mile and Greenfield Lighting Project in partnership with the City of Southfield, the City of Detroit and the 8 Mile Boulevard Association and

BE IT FURTHER RESOLVED that the Oak Park City Council approves the MDOT Agreement (Contract Number 25-5625 **)** and authorizes the Mayor and City Clerk to sign on behalf of the City of Oak Park

RESOLUTION DECLARED ADOPTED.

Dated: June 15, 2026

_____
Ed Norris, Clerk

CERTIFICATION

I, the undersigned duly qualified and acting Clerk of the City of Oak Park (the "City"), do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City at a regular meeting held on June 15, 2026 , the original of which is on file in my office, and that public notice of said meeting was given pursuant to and in compliance with Act 267, Public Acts of Michigan, 1976, as amended.

Dated: June 15, 2026

_____
Ed Norris, Clerk

MEMORNADUM OF UNDERSTANDING REGARDING GREENFIELD ROAD AND EIGHT MILE INTERSECTION IMPROVEMENTS

This Memorandum of Understanding (the "MOU") is made and entered into June 15, 2026, by and between the City of Southfield ("Southfield"), the City of Oak Park ("Oak Park"), and the City of Detroit ("Detroit"), collectively referred to as "Local Communities," and the Eight Mile Boulevard Association ("8MBA").

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

The Local Communities and 8MBA have determined the Greenfield Avenue and Eight Mile Intersection ("Intersection"), which is a common border between the Local Communities, subject to the Michigan Department of Transportation's ("MDOT") jurisdiction and approval, can be improved by the development of decorative lighting improvements in the Intersection via installation on MDOT infrastructure ("Project") to promote and aesthetic gateway feature in the area of the Intersection.

The Eight Mile Boulevard Association, a 501(c)(3) non-profit organization focused on improving and facilitating the improvement of the Eight Mile corridor between Wayne and Oakland Counties, including the Intersection, has committed to provide project support as directed by the Local Communities including administrative, project management/ and coordination, reporting, and fiduciary services.

The Eight Mile Boulevard Association and the Local Communities achieved sufficient fundraising via a Patronicity campaign drive, in kind services from DTE Energy, and other funding commitments from the Local Communities for the project and its long-term maintenance and utility costs.

NOW THEREFORE, based on the mutual consideration and covenants stated below, the Local Communities and 8MBA agree as follows:

1. Authorization for Improvements. The Local Communities authorize and agree to participate in the Intersection Project as described in the attached plan (**Exhibit 1**). The project shall be designed and constructed in accordance with the standards in the American Association of State Highway and Transportation Officials (AASHTO) specifications and design guidelines. The Local Communities shall endeavor to obtain approval by MDOT prior to any improvements within right of way under the jurisdiction of MDOT. It is the intent of the Local Communities that 8MBA shall coordinate, administer, supervise certain work at the Intersection for the Local Communities and that 8MBA shall act as the fiduciary for the Project. The City of Southfield shall hold the Operations and Maintenance Agreement (Contact No. 25-5625) with MDOT. In the event MDOT approval is not obtained for the proposed improvements to the Intersection, this Agreement shall be deemed terminated and no party shall have any further duty or obligation under this Agreement

DRAFT

to the any other party or any third parties.

2. Payment. 8MBA shall pay for all upfront improvement costs for the Intersection. Improvement cost shall be the project costs. Contributions grants, Patronicity crowdfunding, in-kind donations by DTE and contributions from neighboring municipalities will be used for the project costs; ; subject to each Local Community's budget, appropriation, and legislative approval, if necessary.

3. Maintenance and Utility Costs. 8MBA shall be responsible for payment of any long-term maintenance and utility costs. Maintenance and utility costs shall mean routine items including, not limited to, the repair or replacement of light bulbs, fixtures, or conduits, and the monthly electric utility use. In the event that the 8MBA's maintenance and utility cost fund is reduced to 0% of the annual costs, the Local Communities shall each pay one-third (33.33%) of the annual maintenance and utility costs. 8MBA shall present the Local Communities with an invoice documenting the annual maintenance and utility costs. The invoice shall be presented 90 days in advance to the Local Communities for submission and approval of payment.

4. No Waiver of Governmental Immunity. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided under law.

5. Agency. The Local Communities agree that at all times and for all purposes under the terms of this Agreement, no liability, right or benefit arising out of any agency relationship, either express or implied, shall arise or accrue as a result of this Agreement, except as provided in this Agreement.

6. Liability and Insurance. The Local Communities shall each be solely responsible for the acts and omissions of their own employees, and agents. The Local Communities shall be responsible for maintaining liability insurance covering its respective activities as they relate to this Agreement. 8MBA shall at all times maintain appropriate insurance coverages, naming each of the Local Communities as an additional insured. 8MBA agrees to waive and release any claims against the Local Communities and shall indemnify the Local Communities from and against all claims or liabilities arising from the Project or in any way attributable to 8MBA's performance hereunder.

7. Entire Agreement. This Agreement sets forth the entire agreement between the Local Communities and supersedes any prior understandings.

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

9. Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in either the Oakland County or Wayne County Circuit Court.

10. Amendment. The Agreement may be amended only upon written agreement authorized by the governing bodies of the Local Communities.

DRAFT

11. No Implied Waiver. Absent a written waiver, no failure or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either party shall subsequently affect its rights to require strict performance of this Agreement.

12. Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the Local Communities.

13. Assignment and Subletting. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior written agreement of the Local Communities.

14. Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, the Agreement shall not be construed more favorably for one party over any other, and the doctrine of construction against the drafter shall not apply.

15. No Third-Party Beneficiaries. The Local Communities do not intend to confer third party beneficiary status on any non-party to this Agreement.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts when taken together shall constitute one and the same instrument.

City of Southfield

By:_____
Kenson Siver, Mayor

By:_____
Gabi Grossbard, Clerk

Date:_____

City of Detroit

By: _____
Mary Sheffield, Mayor

Date: _____

City of Oak Park

By:_____
Marian McClellan, Mayor

By:_____
Ed Norris, Clerk

Date:_____

Eight Mile Boulevard Association

By: _____
Executive Director

Date: _____

DRAFT

10/15/2025 2:05 PM

V:\20250763\20250763\C\Sheets\000_SITE_PLAN.dwg

Hardin Robert

GREENFIELD ROAD

N

0 5 10 20 40

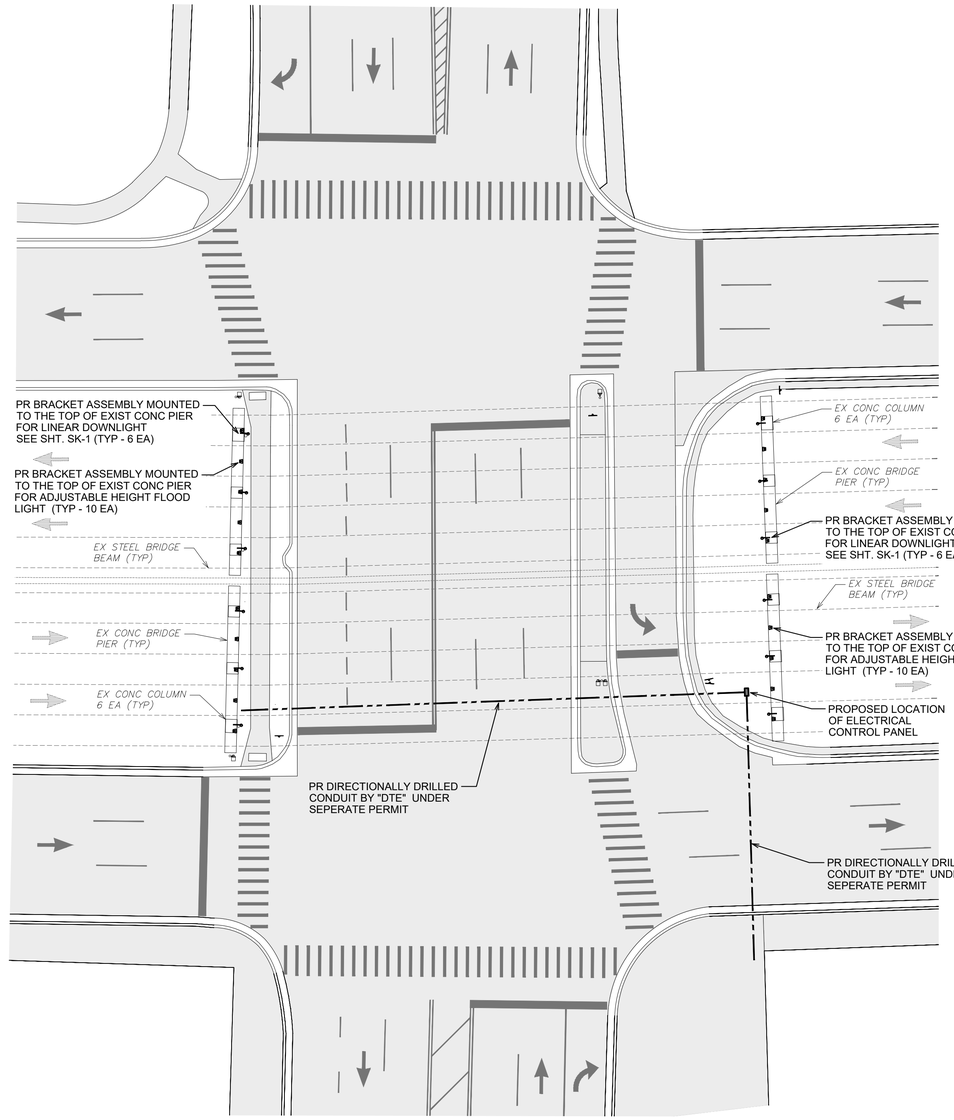
1" = 20'

WB - 8 MILE SERVICE ROAD

WB - 8 MILE ROAD OVERPASS

EB - 8 MILE ROAD OVERPASS

EB - 8 MILE SERVICE ROAD



NOTE:
CONTRACTOR SHALL CLOSE 1 TO 2 LANES IN EACH DIRECTION ON GREENFIELD ROAD FOLLOWING THE MDOT MAINTAINING TRAFFIC TYPICALS 203-FW-1LC AND 126-NFW-2LC.

NOTE:
CONDUIT AND WIRE FOR LIGHTING TO BE CONNECTED TO THE BRIDGE PIER USING KWIK BOLT 3 WEDGE ANCHORS SS316 AND TO THE BRIDGE BEAM USING EATON BCHK1 BEAM CLAMPS.

EXHIBIT 1

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

811 Know what's below. Call before you dig.
CALL811.COM

CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or **811**
(TOLL FREE)

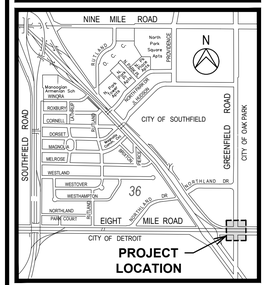
ORIGINAL PLOT SIZE: ANSI FULL BLEED D (34.00 X 22.00 INCHES)

EIGHT MILE BOULEVARD ASSOCIATION

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: www.hrcengr.com

DATE	ADDITIONS AND/OR REVISIONS
10-15-2025	ISSUED FOR M.D.O.T. PERMIT

DESIGNED	M.G.S.
DRAWN	R.C.H.
CHECKED	M.G.S.
APPROVED	M.G.S.



CITY OF SOUTHFIELD
Section 36

EIGHT MILE AND GREENFIELD ROAD UNDERPASS LIGHTING

OAKLAND COUNTY MICHIGAN

LIGHTING LAYOUT
SITE PLAN

HRC JOB NO.	SCALE
20250763	1" = 20'
DATE	SHEET NO.
OCTOBER	01 OF

© 2025 Hubbell, Roth & Clark, Inc. All Rights Reserved

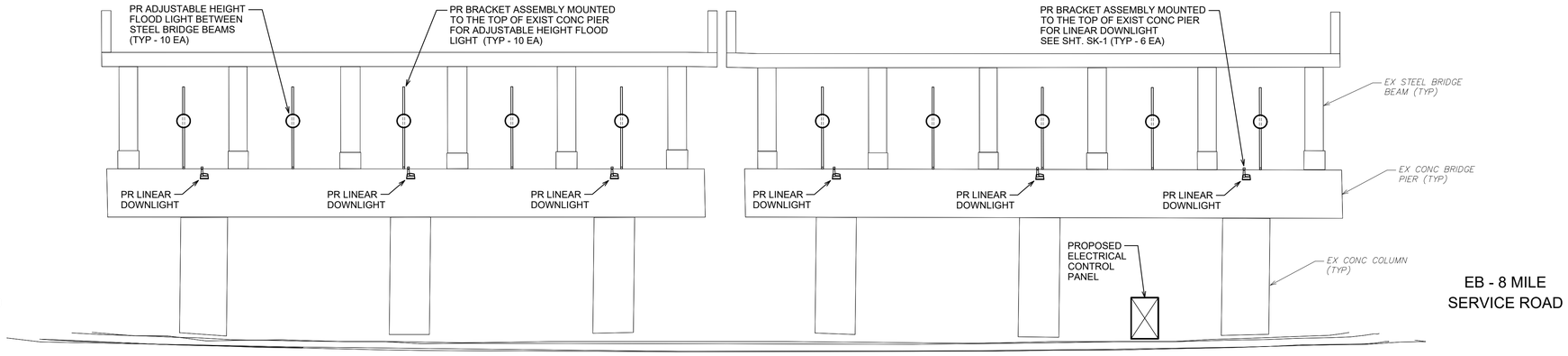
10/15/2025 1:04 PM

V:\20250\7\20250763\C\Sheets\000_EAST_WEST_VIEW.dwg

Hardin Robert

WB - 8 MILE ROAD OVERPASS
TRAFFIC LANES

EB - 8 MILE ROAD OVERPASS
TRAFFIC LANES



WB - 8 MILE SERVICE ROAD

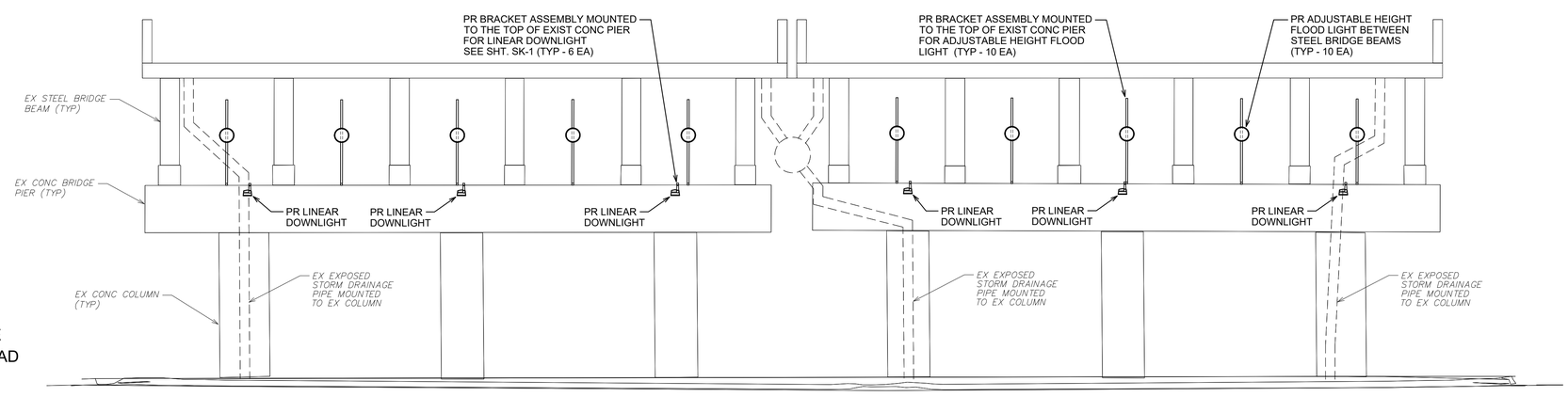
EB - 8 MILE SERVICE ROAD

GREENFIELD ROAD
LOOKING EAST

NB - TRAFFIC

EB - 8 MILE ROAD OVERPASS
TRAFFIC LANES

WB - 8 MILE ROAD OVERPASS
TRAFFIC LANES



EB - 8 MILE SERVICE ROAD

WB - 8 MILE SERVICE ROAD

GREENFIELD ROAD
LOOKING WEST

SB - TRAFFIC

EXHIBIT 1

NOTICE:
ALL EXISTING UTILITIES SHOWN ON THIS TOPOGRAPHIC SURVEY HAVE BEEN TAKEN FROM VISUAL OBSERVATION AND RECORD MAPPING WHERE AVAILABLE. NO GUARANTEE IS MADE, OR SHOULD BE ASSUMED, AS TO THE COMPLETENESS OR ACCURACY OF THE UTILITIES SHOWN ON THIS DRAWING. PARTIES UTILIZING THIS INFORMATION SHALL FIELD VERIFY THE ACCURACY AND COMPLETENESS PRIOR TO CONSTRUCTION.

811 Know what's below. Call before you dig. CALL811.COM

CALL MISS DIG
72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
1-800-482-7171
or **811**
(TOLL FREE)

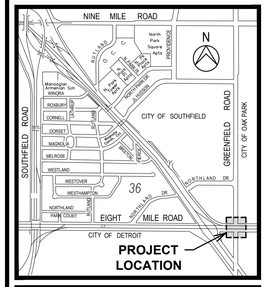
ORIGINAL PLOT SIZE: ANSI FULL BLEED D (34.00 X 22.00 INCHES)

EIGHT MILE BOULEVARD ASSOCIATION

HRC
HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915
555 HULET DRIVE
BLOOMFIELD HILLS, MICH.
P.O. BOX 824
48303 - 0824
PHONE: (248) 454-6300
FAX (1st. Floor): (248) 454-6312
FAX (2nd. Floor): (248) 454-6359
WEB SITE: www.hrcengr.com

DATE	ADDITIONS AND/OR REVISIONS
10-15-2025	ISSUED FOR M.D.O.T. PERMIT

DESIGNED	M.G.S.
DRAWN	R.C.H.
CHECKED	M.G.S.
APPROVED	M.G.S.



CITY OF SOUTHFIELD
Section 36

EIGHT MILE AND GREENFIELD ROAD UNDERPASS LIGHTING

OAKLAND COUNTY MICHIGAN

LIGHTING LAYOUT
EAST AND WEST
ELEVATIONS

HRC JOB NO. 20250763	SCALE 1" = 5'
DATE OCTOBER	SHEET NO. 02 OF

© 2025 Hubbell, Roth & Clark, Inc. All Rights Reserved

CITY OF OAK PARK, MI
STAFF REPORT

12.B.2

AGENDA FOR: June 15, 2026

SUBJECT:
Facade Improvement Grant Program Updates and Approval of Ernie's Market Grant Application

DEPARTMENT: Economic and Community Development

FROM: Salam Habhab, Economic Development and Planning Specialist, Kim Marrone, Director of Municipal Services

SUMMARY:

In 2015, the City of Oak Park established a Facade Improvement Grant Program prior to the CIA creation and solicited donations to create. The program was structured as a matching grant of up to $2,500 and included eligible activities for exterior façade improvements, including structural repairs, architectural features, finishes, and masonry work.

The current remaining balance of this Facade Improvement Grant Program is $6,215.06. Despite ongoing outreach, no applications have been received in recent years. Economic Development and Planning has now received an application from Ernie's Market for improvements including outdoor dining space, landscaping, lighting, and site enhancements.

As the program is policy-driven, the City Manager has authorized updates to allow landscaping improvements and the use of the full remaining balance for a single project.

Staff recommends approval of the Facade Improvement Grant application for Ernie's Market in the amount of $6,215.06, representing the full remaining balance of the fund.

FINANCIAL STATEMENT: Funding is available in the Facade Improvement Escrow Fund 701-00.000-277-109.

RECOMMENDED ACTION:

It is recommended to approve the Facade Improvement Grant application for Ernie's Market in the amount of $6,215, representing the full remaining balance of the non-CIA Facade Improvement Grant fund.

EXHIBITS:

1. FIG2026_ErniesMarket_13631Capital_Application_Checked
2. FIG2026_ErniesMarket_13631Capital_ProjectDesc

CITY OF OAK PARK

SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

STATEMENT OF PURPOSE

The Small Business Façade Improvement Program is a grant-based initiative available to qualifying property owners within the City of Oak Park for the purposes of restoring, improving and revitalizing building frontages and storefronts. The intention is that such reinvestment activity will enhance the character of the City while promoting its diverse and vibrant qualities.

PROGRAM FUNDING & ELIGIBITLY

This program is administered through the department of Economic Development and Planning (EDP) and operates through a reimbursement process once costs incurred by the applicant have been verified by the EDP. The grant is a 50% grant match up to maximum of $2,500 per fiscal year. The conditions dictating eligibility are outlined as follows;

1. **The property owner must present proof of ownership of the building in question or a notarized letter of consent from the property owner confirming agreement in regards to the proposed renovations.**
2. **The applicant must provide architectural drawings of the proposed renovations, two current photos of the building and at least two bids for the work to be completed from independently licensed and insured contractors.**
3. **Any applicant with standing zoning violations or unpaid taxes on the property in question will be disqualified from participating.**
4. **Eligibility will be limited to commercial and industrial properties. In order for improvements to qualify they must adhere to standing zoning ordinances and the stipulated Design Guidelines as set forth by the EDP. Acceptable activities include;**
    a. **The repair, installation, or replacement of entrances, doors, windows, architectural detail or awnings**
    b. **The restoration or replacement of architectural features via lighting enhancements and painting**
    c. **The cleaning, installation, or repair of masonry, stone or tile on the building façade**
5. **The following restoration activities are ineligible;**
    a. **Any improvements to the building interior**
    b. **The repair or replacement of sidewalks**
    c. **Any repairs or restorations on the roof of the building**
    d. **Repairs and restorations done to parking lots**
    e. **Landscaping changes or restorations**

f. Any activity required via City Zoning Ordinances

6. Expenditures eligible for reimbursement include the following;
    a. Architectural design fees from a licensed firm (related to facade improvements only)
    b. All expenditures and costs directly related to the construction phase
7. Expenditures ineligible for reimbursement include the following;
    a. Fees associated with obtaining necessary permits or licenses to complete proposed renovations
    b. Fees associated with work completed by applicant, or an applicant's family member

STEPS AND PROCEDURE

1. Property owner or tenant completes application and submits all necessary documentation as stipulated above
2. The EDP reviews the application to verify that the property in question is good standing in regards to all applicable property taxes and zoning ordinances. This review will also include a verification that the proposed renovations are consistent with the design standards put forth by the EDP.
3. The EDP submits the applicant's proposal and application to City Council for approval if outside the Corridor Improvement Authority (CIA) boundaries. If the property is within the CIA boundaries the application is sent to the CIA Board for approval.
4. Upon approval, the applicant proceeds with the construction process.
5. Once applicant completes the construction process, all paid receipts of eligible expenditures incurred during the renovation are submitted to EDP for review along with pictures of the completed work. The applicant must also submit a W-9 to be setup as a vendor in order to receive reimbursement.
6. Subsequent to a favorable review of submitted expenditures, the applicant receives a grant as reimbursement for 50% the approved façade improvement.

CONDITIONS

- Renovations cannot begin until approval has been gained from the EDP
- All work must be completed within 6 months of approval
- Any non-compliance in regards to building codes and zoning violations incurred during the construction phase must be rectified prior to the applicant's submission of paid receipts for reimbursement review.

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: Ernest & Lori Hassan / Ernie's Market		
Address: 8500 Capital		
City: Oak Park	State: MI	ZIP Code: 48237
Phone: 248-595-9361	Email: LLHASSAN77@yahoo.com	

FOR TENANTS

Name of Building Owner: Ernest Hassan Sr/ Lori Hassan		
Address of Building Owner: 17703 Francavilla		
City: Livonia	State: MI	Zip Code: 48152
Phone: 248-595-9361	Email: LLHASSAN77@yahoo.com	

PROPERTY TO BE IMPROVED

Name of Business: Ernie's Market INC.		
Address: 8600 Capital		Phone: 248-595-9361
City: Oak Park.	State: MI	ZIP Code: 48237
Type of Business: Sandwich Shop		Tax ID #: 38-3280134
Proposed start of construction: ASAP	Anticipated completion:	July 4th 2026

Short description of proposed work:
Beautify ove outdoor Eating area.

ACKNOWLEDGEMENTS

By signing this Application, I affirm that I am the property owner of the above Property or as the tenant, have received permission from the property owner via the accompanying notarized letter to perform the proposed improvements. I further affirm that all the statements made on this application are true, and I understand that any falsification or willful omission will be sufficient cause to void my Application and any reimbursement awarded. In such a case that any reimbursement awarded by the city is voided due to any falsification or willful omission, I agree to repay the reimbursement amount to the EDP within sixty (60) days, plus all of the costs and attorney fees incurred by the EDP to collect the reimbursement proceeds if I fail to repay the EDP within the sixty (60) days. I have read and understand and agree to comply with all requirements of the EDP Façade Improvement Program (hereinafter the "Program"). I hereby acknowledge that I may be required to submit additional documentation or information that was not required on this application if requested by the EDP. I further hereby acknowledge that the EDP reserves the right to reject any or all applications received pursuant to the Program

Also, I understand, acknowledge and agree to the following:

1. It is expressly understood that the Applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building costs, ordinances and other applicable regulations.

2. It is expressly understood that the Applicant will not seek to hold the City of Oak Park and or any of its employees, officers/directors liable for any property damage and/or personal injury, or other loss related in any way to the Small Business Façade Improvement Program

3. The Applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Small Business Façade Improvement Program. Applicant should ask for contractor's proof of liability insurance.

4. Applicant will review and abide by the Oak Park Design Guidelines

5. Applicant will pull permits if required.

6. Applicant will maintain the improvements made to the property.

8. If Applicant chooses to alter the scope of work after EDP has approved it, Applicant may be ineligible for a portion or the entire reimbursement amount agreed upon from the original scope of work.

9. Applicant agrees to allow the EDP to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

SIGNATURES	
Signature of applicant: Ernest M Hassan	Date: 5/20/2026
Printed name of applicant: Ernest M. Hassan Sr.	
Signature of Property Owner *(if applicable)*: Ernest M Hassan	Date: 5/20/2026
Printed name of Property Owner *(if applicable)*: Ernest M. Hassan Sr.	

FOR DCED OFFICE USE ONLY

	YES	NO
Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)?	☒	☐
Is the building in compliance with all zoning ordinances and current on all property taxes?	☒	☐
Are the proposed improvements eligible under the requirements of the program?	☒ w/City Manager Approval	☐
Has the applicant provided architectural drawings of the proposed improvement?	☒	☐
Has the applicant included at least two photos of the current property?	☒	☐
Has the applicant included at least two bids from licensed contractors for the work to be completed?	☒	☐
Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?	☒	☐

Date submitted for approval 6/9/2026 Amount approved _____

Approved by CIA or City Council

YES ☐ NO ☐

CITY OF OAK PARK
FAÇADE IMPROVEMENT GRANT APPLICATION

Ernie's Market
Exterior & Patio Enhancement Project

Prepared by: Ernie's Market
Phone: 1-248-541-9703

□

Project Summary

Ernie's Market is proposing a comprehensive exterior enhancement project to transform an underutilized outdoor area into a welcoming, visually appealing, community-oriented patio and dining destination. The improvements will strengthen curb appeal, enhance customer experience, and contribute to the Oak Park business corridor.

Project Purpose

The purpose of this project is to improve the exterior presentation, create an inviting outdoor environment, and invest in the Oak Park community. These enhancements are designed to increase walk-in traffic and overall customer engagement.

Current Conditions

The outdoor areas are currently underutilized, with minimal landscaping, basic seating, and limited visual appeal. The site does not reflect the full potential or brand strength of Ernie's Market.

Proposed Improvements

- Defined patio and outdoor dining space
- Enhanced landscaping and planters
- Improved layout and customer flow
- Decorative lighting installation

- Stronger branding and exterior presence

Community Impact

The project is expected to increase foot traffic, improve the corridor's visual appeal, and provide a welcoming gathering space for the community.

Project Status

This project is currently in the planning stage. No work has been completed. Grant funding will support execution.

Photo Exhibit A – Current Conditions

Photo Exhibit B – Proposed Design

Photo Exhibit A – Current Conditions (Before)



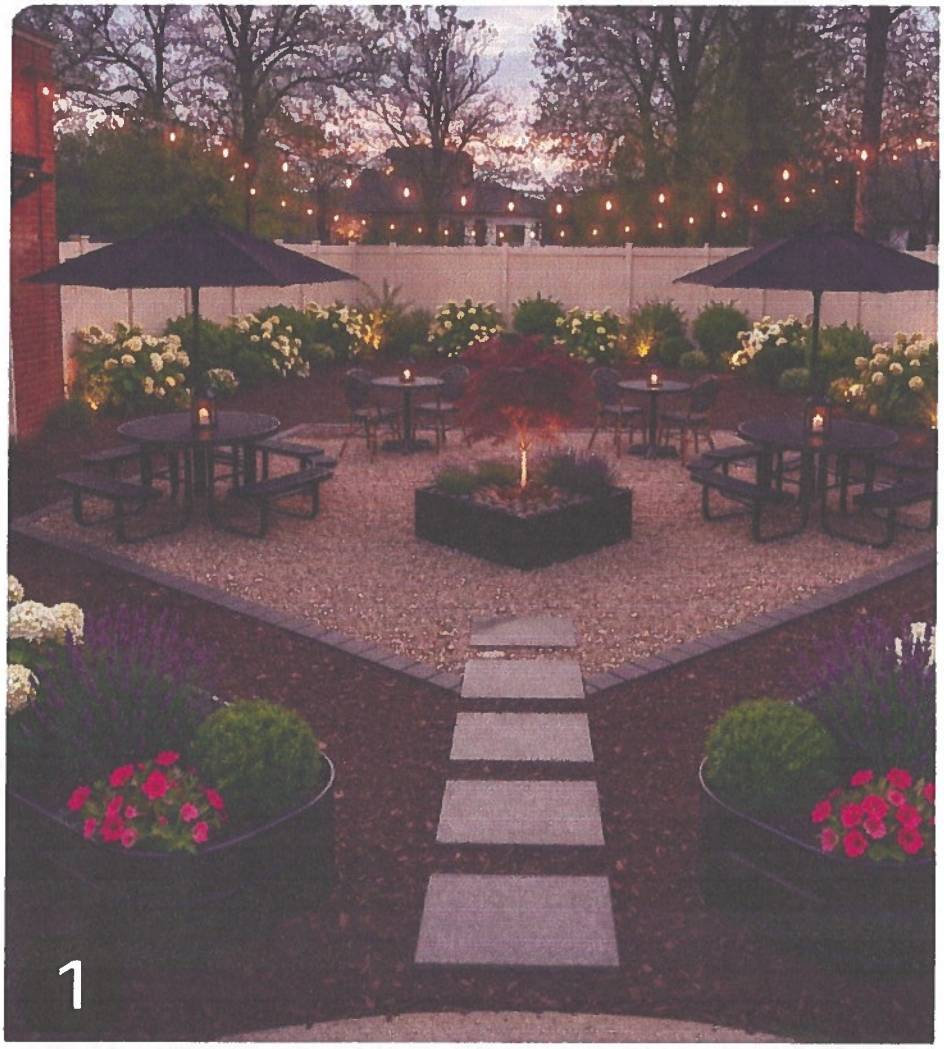






Photo Exhibit B – Conceptual Design Vision




1




ERNIE'S MARKET
Garden Patio
• EST. 2023 •
Welcome!
ERNIE'S
PATIO
Sandwiches
Salads
Cold Drinks
Please seat yourself

Landscape Design & Construction, LLC.

Dave Barlow

(248) 828-0055

Plant Name	Amount	Size	Unit Price	Total Price	Comments
Evergreens	65	Mixed			10 April 26
		Trees			
Hosta	50		25	1250	Patriot
Boxwood	40	15/18	65	2600	Glow Gem
Retain Wall	100'	Lin Ft.	50'	5000	
Blue Fescue	200'		25 Ft.	5000	
					13,850
			Any Questions		
					248 828 0055

GREAT LAKES
LANDSCAPE DESIGN

ERNIE'S SANDWICH SHOP [redacted]
8500 CAPITAL STREET
OAK PARK, MICHIGAN 48237

Sales: Joey Robison

Ernie's Market -Install New Garden Patio 2026

8500 Capital Street Oak Park, Michigan 48237

Est ID: EST6200192 Ernie's Market -Install New Garden Patio 2026
Date: Apr-28-2026

Email: erniessandwichshop@yahoo.com
Phone: 734-812-7552

Decomposed Granite — $12,200.00

- Excavate 4" deep
- Dispose of debris off site
- Install Geotextile fabric
- Install base material
- Compact base material
- Install Decomposed Granite as top layer

Decomposed Granite	(Stone Carpet) Decomposed Granite/ Zen Stone Mix

Patio East of Delivery Drive — $13,850.00

- Install New Planter Bins
- Move steel troughs in areas reflected by the map
- Install Fabric garden bins
- Install plant mix soil in boxes and troughs
- Top 4 inches of soil mix in Roots® Terra-Sorb® Fine Grade Synthetic Super Absorbent (This is too increase water retention for plants as there is no irrigation.)

Preparation of beds per landscape design to create ideal growing conditions. Acquisition, 1 year warranty, (irrigation required) placement and installation for all plants per design. Provide transplant fertilizer to all root balls. Provide natural bed edge where applicable and install mulch. Remove and dispose all spoils offsite. Remove all plant tags and any initial corrective pruning on installation. Provide water for removal of air pockets and plant hydration.

	Typar Fabric Underlayment - 6' x 300'	DeWitt Contractor's Select 2.5 oz. Spunbond Black
	Roots® Terra-Sorb® Fine Grade Synthetic Super Absorbent - 10 lbs bag	https://www.forestry-suppliers.com/p/92925/16131/roots-terra-sorb-fine-grade-synthetic-super-absorbent?srsltid=AfmBOoq-MZJu48Uo_Rti3LH7CzCcoGlb-1PEcBKfSwhL5qcUUlm1LKQa
	Plant Mix (Black) - Mix Soil	
	Mulch - Wood Fines - triple shredded	
	WESTCROFT'S GREENLEAF COMPOUND FERTILIZER - GREENLEAF COMPOUND SOIL ADDITIVE	
	TAXUS x HICKSII - #5	HICKS YEW
	Rudbeckia fulgida var. deamii - #1 pot (8/FL)	Deam's Black Eyed Susan
	CHAMAECYPARIS P.F. 'GOLDEN MOPS' - #3	GOLDEN MOPS SAWARA
	Nepeta 'Chartreuse on the Loose' - #1 pot (8/FL)	'Chartreuse on the Loose' Catmint

West Garden — $7,242.00

- Install New Planter Bins
- Move steel troughs in areas reflected by the map
- Install Fabric garden bins
- Install plant mix soil in boxes and troughs
- Top 4 inches of soil mix in Roots® Terra-Sorb® Fine Grade Synthetic Super Absorbent (This is too increase water retention for plants as there is no irrigation.)
- Install Plants in-ground around fence according to the map
- Install Plants in bins according to the map

Preparation of beds per landscape design to create ideal growing conditions. Acquisition, 1 year warranty, (irrigation required) placement and installation for all plants per design. Provide transplant fertilizer to all root balls. Provide natural bed edge where applicable and install mulch. Remove and dispose all spoils offsite. Remove all plant tags and any initial corrective pruning on installation. Provide water for removal of air pockets and plant hydration.

	Roots® Terra-Sorb® Fine Grade Synthetic Super Absorbent - 10 lbs bag	https://www.forestry-suppliers.com/p/92925/16131/roots-terra-sorb-fine-grade-synthetic-super-absorbent?srsltid=AfmBOoq-MZJu48Uo_Rti3LH7CzCcoGlb-1PEcBKfSwhL5qcUUlm1LKQa
	Plant Mix (Black) - Mix Soil	
	Mulch - Wood Fines - triple shredded	
	WESTCROFT'S GREENLEAF COMPOUND FERTILIZER - GREENLEAF COMPOUND SOIL ADDITIVE	

	TAXUS x HICKSII - #5	HICKS YEW
	VIBURNUM P.T. 'NEWPORT' - #3	NEWPORT DOUBLEFILE VIBURNUM
	CHAMAECYPARIS P.F. 'GOLDEN MOPS' - #3	GOLDEN MOPS SAWARA

MALUS SARGENTII - Black Round Planters **$9,200.00**

- Install Round steel troughs in areas reflected by the map
- Install Fabric garden rounds troughs
- Install plant mix soil in boxes and troughs
- Top 4 inches of soil mix in Roots® Terra-Sorb® Fine Grade Synthetic Super Absorbent (This is too increase water retention for plants as there is no irrigation.)
- Install Plant material

Preparation of beds per landscape design to create ideal growing conditions. Acquisition, 1 year warranty, (irrigation required) placement and installation for all plants per design. Provide transplant fertilizer to all root balls. Provide natural bed edge where applicable and install mulch. Remove and dispose all spoils offsite. Remove all plant tags and any initial corrective pruning on installation. Provide water for removal of air pockets and plant hydration.

	Plant Mix (Black) - Mix Soil	
	Mulch - Wood Fines - triple shredded	
	Typar Fabric Underlayment - DeWitt Contractor's Select 2.5 oz. Spunbond Black	
	WESTCROFT'S GREENLEAF COMPOUND FERTILIZER - GREENLEAF COMPOUND SOIL ADDITIVE	
	MALUS SARGENTII - 2"	SARGENT CRABAPPLE

Estimate Total **$42,492.00**

NOTES: Any obstruction found below grade during excavating may incur additional costs for removal (i.e. stumps, footings, etc.). Great Lakes Landscape Design cannot be responsible for any unmarked, underground utilities including sprinkler, cable, gas, water, drain and/or electrical lines. Unless specifically stated, changes to existing irrigation system are not included in this proposal and may incur additional costs. Specific plant material for seasonal beds and containers is subject to change based on availability. Pricing is good for 30 days from the

date this contract is received.

PRICING: Due to the current volatility of market conditions for material & freight pricing, proposals will only be good for 30 days from the date this contract is received. Once contracts are executed and deposited, Great Lakes reserves the right to adjust for market pressures in the event freight or material costs increase over the amount of 10% during the time prior to execution of installation. The charge to customers will be based on the cost above 10% with no additional mark up for Great Lakes. As you know we are working diligently with vendors to purchase as many items as possible once we receive a deposit to avoid this circumstance as much as possible.

CHANGE ORDERS & ADDITIONS: Changes and additional work are not uncommon while a landscape design/build project is in progress. Any changes will be communicated in writing or thru an additional contract. Payment in full is due upon change order creation.

WARRANTY: Woody plant material and perennials are covered by a one-time 1-year warranty. Annual flowers, planted containers and sod are not guaranteed unless an underground sprinkler system is present and programmed appropriately. Hardscape labor is guaranteed for 5 years.

FEE SCHEDULE: 25% non-refundable deposit due upon receipt of signed proposal. 25% due on day job begins. Remaining balance due upon completion of job. The fee schedule will vary if your work includes hard goods (i.e. furniture, outdoor kitchen equipment, artificial turf or similar products). In the event that the proposed work cannot be performed due to extenuating circumstances the initial deposit will be applied to your account for future work. ***Credit card and ACH payments can be made using our secure payment processing Visit Our Online Payment Portal Checks can be made payable to:*** *Great Lakes Landscape Design, Inc. and* ***mailed*** *to 13201 Northend Ave, Oak Park, MI 48237.*

FIELD VERIFICATION: Plans provided by others are subject to field verification. Inaccuracies may result in additional labor and material charges.

Contractor:	Joey Robison	**Client:**	
Signature Date:	05/07/2026	**Signature Date:**	
Email:	joey@greatlakeslandscapedesign.com		

Ernie's Market Plant Selection

MALUS SARGENTII



-

Hicks Yew



-

Purrsian Blue Catmint (*Nepeta x faassenii 'Purrsian Blue'*)



-

-

-

Black eye susan



-

Gold Mop conchiferous – can this be in raised planters (3g)



-

newport viburnum



CITY OF OAK PARK, MI
STAFF REPORT

12.C.1

AGENDA FOR: June 15, 2026

SUBJECT: Resolution authorizing Budget Amendment #2026-4

DEPARTMENT: Finance/Assessing

FROM: Saundra Crawford, Director of Finance

SUMMARY:

The City's annual budget was adopted on May 19, 2025 and is effective July 1st. The budget is adopted at the departmental level. In accordance with the State Budget Act, budget amendments are to be completed throughout the fiscal year in order to reflect the most current information available related to revenue and expenditure budgets. Budget amendments that have a positive or negative impact on fund balance or change the department total require Council approval.

The original budget adopted by the mayor and council had a net zero impact on fund balance. During the first eleven months, budget amendments totaling $404,665 were adopted reducing fund balance. The detail of the amendments to date include the following:

- Roll over amendment of items budgeted in FY 24/25 that will be paid in FY 25/26 $350,000 (net zero impact between the two fiscal years)
- Public Safety Department expenditure increase of $20,000 for dispatch center renovations
- Public Safety Department expenditure increase of $34,665 for emergency 911 equipment

The fourth quarter (6/30/2026) budget amendment for the General Fund is attached and summarized below.

GENERAL FUND	
Beginning Fund Balance July 1, 2025	$ 5,138,429
Amended Budget as of May 31, 2026	$ (404,665)
Net Change in Fund Balance (Amendment #2026-4)	$ (0)
Estimated Ending Fund Balance June 30, 2026	$ 4,733,764

The proposed amendment has no net impact on fund balance and includes the following notable items:

- Increase in building permits revenue to account for actual activity year to date.
- Decrease in miscellaneous reimbursements due to less health care stop loss reimbursements received.
- Adjustments to personnel costs for salaries and health care costs due to vacancy savings from open positions in city manager's office as well as public safety.
- Increase in the transfer to the Public Safety Pension Fund for higher than anticipated retiree health care costs.
- Transfer out to a newly created Opioid Fund. The funds received from nationwide opioid settlements were originally recorded in the General Fund. The legally restricted settlement proceeds must be tracked separately and are now being moved to their own fund.
- Revenue and expenditure increases are proposed for grants received during the year that were not part of the original budget.

SPECIAL REVENUE FUNDS

- Increase in transfer between the Major and Local Street Funds. The transfer was originally budgeted at $186,000. The third quarter budget amendment reduced the transfer down to $30,000. Additional street maintenance activity in the Local Street Fund requires the transfer increased by $90,000 to fund higher than expected expenditures.
- Increase in MI Indigent Defense Grant Fund revenue and expenditures are reflecting the significant increase in actual activity year to date in that fund.
- The District Court proposed amendment is to cover increasing health insurance costs the court experienced this year and offset by gross collection revenue.
- Grant proceeds and related expenditures are being adjusted in several other funds based on activity to date and projections through year-end.

Note: The State of Michigan does not require budgets for any funds except the General and Special Revenue Funds. The City has chosen to be fiscally responsible and adopt budgets for all funds to assist in monitoring the overall financial activity of the City.

FINANCIAL STATEMENT: The proposed budget amendment has no impact on the fund balance of the General Fund. It maintains the estimated fund balance at approximately 17.5% of annual expenditures. The amendments to all other funds keep the fund balances at targeted ranges and complies with State of Michigan requirements and guidelines.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2026-4

EXHIBITS:

1. 06.30.26 Budget Amendment
2. 06.30.26 Budget Amendment Resolution

City of Oak Park
Proposed Budget Amendments
June 30, 2026

Account Number	Account Name	Amount	Description
	General Fund		
101-00.000-445.000	Penalty & Interest on Property Taxes	$ 52,335	Per BS&A Settlement Report
101-00.000-479.000	Building Permits	200,000	Adjust budget to actual revenue to date
101-00.000-546.001	State Grant - Other	37,500	Master Plan Grant
101-00.000-573.000	State Grant - PA 86 Reimbursement	23,525	Adjust budget to actual revenue to date
101-00.000-644.138	Juneteenth Donations	13,750	Adjust budget to actual revenue to date
101-00.000-644.160	OCPRC Maintenance Fee	52,945	Adjust budget to actual revenue & agreement
101-00.000-664.000	Interest Income	5,430	Increase based on year-to-date activity
101-00.000-676.001	Reimbursement - Miscellaneous	(300,000)	Adjust to actual revenue
	Total Revenue Increase (Decrease)	$ 85,485	
101-10.101-956.015	Miscellaneous - Juneteenth Donations	$ 13,750	Increase exp budget for donations received
101-11.172-702.000	Salaries and Wages	(55,000)	Savings due to open administrative position
101-11.172.714.004	Retirement - DC	(12,000)	Savings due to open administrative position
101-11.172-718.000	Social Security Insurance	(8,000)	Savings due to open administrative position
101-11.270-713.000	Health Insurance	(5,000)	Based on estimated year to date
101-11.611-801.000	Professional Service	44,885	Master Plan Grant
101-11.611-713.000	Health Insurance	(6,000)	Based on estimated year to date
101-12.258-958.000	Memberships, Dues and Subscriptions	10,000	Increasing fees for BS&A subscriptions
101-13.210-726.000	Materials and Supplies	(2,600)	No operating costs for contractual attorney
101-13.210-802.100	Legal Services - Other	(10,000)	Year to date savings. Funds not used
101-14.191-702.000	Salaries and Wages	(4,000)	Based on estimated year to date
101-14.215-702.000	Salaries and Wages	3,000	Based on estimated year to date
101-15.201-713.000	Health Insurance	(15,600)	Based on estimated year to date
101-16.401-702.000	Salaries and Wages	20,000	Expected year to date; less being allocated to other funds
101-16.448-921.000	Utilities - Street Lighting	10,000	Based on estimated year to date
101-17.345-702.000	Salaries and Wages	(200,000)	Savings from open positions
101-21.890-999.733	Contribution to PS Pension Fund - OPEB	200,000	Based on estimated year to date
101-21.966-999.282	Transfer to Opioid Settlement Fund	107,050	Move all opioid receipts from settlement to separate fund
101-22.806-713.000	Health Insurance	(5,000)	Based on estimated year to date
	Total Expenditure Increase (Decrease)	$ 85,485	
	Net Increase (Decrease) to Fund Balance	$ -	
	Library Fund		
111-00.000-675.400	Donations - Private Grant	$ 2,000	
	Total Revenue Increase (Decrease)	$ 2,000	
111-20.790-956.400	Miscellaneous- Private Grant	$ 2,000	
	Total Expenditure Increase (Decrease)	$ 2,000	
	Net Increase (Decrease) to Fund Balance	$ -	
	Major Streets Fund		
202-16.103-999.203	Transfer to Local Streets	$ 90,000	Estimated totals for the year
	Total Expenditure Increase (Decrease)	$ 90,000	
	Net Increase (Decrease) to Fund Balance	$ (90,000)	

City of Oak Park
Proposed Budget Amendments
June 30, 2026

Account Number	Account Name	Amount	Description
	Local Streets Fund		
203-00.000-699.202	Transfer In - Major Street Fund	$ 90,000	Estimated totals for the year
	Total Revenue Increase (Decrease)	$ 90,000	
203-18.478.726.000	Supplies	$ 20,000	To cover invoices received after previous budget amend
203-18.479-702.000	Salaries and Wages	40,000	Right of way services, estimated remaining costs
203-18.479.940.000	Rentals - Motor Pool Utilization	30,000	Right of way services, estimated remaining costs
	Total Expenditure Increase (Decrease)	$ 90,000	
	Net Increase (Decrease) to Fund Balance	$ -	
	Parks and Recreation Fund		
208-00.000-644.126	Youth Instructional	$ 13,000	Estimated revenues
208-19.752-562.000	State Grant - PA 489 of 2000	4,300	Estimated revenues
208-19.762-573.000	State Grant - Local Comm Stab Share	12,185	Estimated revenues
	Total Revenue Increase (Decrease)	$ 29,485	
208-19.752-702.000	Salaries and Wages	$ 19,000	Estimated expenditures
208-19.752-713.000	Health Insurance	10,485	Estimated expenditures
	Total Expenditure Increase (Decrease)	$ 29,485	
	Net Increase (Decrease) to Fund Balance	$ -	
	Drug Law Enforcement Fund		
253-74.333-663.000	Misc. Fines & Forfeitures	$ 7,900	Adjust to actual receipts to date
	Total Revenue Increase (Decrease)	$ 7,900	
253-74.333-970.000	Capital Outlay	7,900	Increase for dispatch center remodel
	Total Expenditure Increase (Decrease)	$ 7,900	
	Net Increase (Decrease) to Fund Balance	$ -	
	PA 302 Justice Training Grant Fund		
254-75.320-546.000	State Grants	$ 13,500	Adjust to actual
	Total Revenue Increase (Decrease)	$ 13,500	
254-75.320-960.000	Education & Training-MCOLES	$ 13,500	Estimated expenditures
		$ 13,500	
	Net Increase (Decrease) to Fund Balance	$ -	
	MI Indigent Defense Grant Fund		
260-00.000-543.000	State Grants	$ 175,000	Adjust to estimated activity
	Total Revenue Increase (Decrease)	$ 175,000	
260-50.137-818.000	Contractual Services	175,000	Adjust to estimated activity
	Total Expenditure Increase (Decrease)	$ 175,000	
	Net Increase (Decrease) to Fund Balance	$ -	

City of Oak Park
Proposed Budget Amendments
June 30, 2026

Account Number	Account Name	Amount	Description
	District Court Fund		
276-50.137-659.000	Ordinance Fines	100,000	Adjust to actual receipts to date
	Total Revenue Increase (Decrease)	$ 100,000	
276-50.136-713.000	Health Insurance	$ 100,000	Additional transfer to cover costs
	Total Expenditure Increase (Decrease)	$ 100,000	
	Net Increase (Decrease) to Fund Balance	$ -	
	Opioid Settlement		
282-00.000-699.101	Transfer in from General Fund	$ 107,050	Move all opioid receipts from settlement to separate fund
282-00.000-685.010	Opioid Settlement	23,000	Current year actual receipts
	Total Revenue Increase (Decrease)	$ 130,050	
	Net Increase (Decrease) to Fund Balance	$ 130,050	
	Mental Health Court Grant Fund		
283-00.000-543.000	State Grants	$ 31,978	Prior years deferred revenue
	Total Revenue Increase (Decrease)	$ 31,978	
	Net Increase (Decrease) to Fund Balance	$ 31,978	
	2020 Refunding Bonds Debt Service Fund		
310-98.905.664.000	Interest Income	$ 13,000	Adjust to estimated activity
	Total Revenue Increase (Decrease)	$ 13,000	
310-98.905-810.000	Bank/CC Fees and Service Charges	$ 300	Increase based on year-to-date activity
	Total Expenditure Increase (Decrease)	$ 300	
	Net Increase (Decrease) to Fund Balance	$ 12,700	

Resolution

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment #2026-4 is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
LICENSE AND PERMITS	$ 200,000
PROPERTY TAXES	52,335
INTERGOVERNMENTAL	61,025
CHARGES FOR SERVICES	52,945
DONATIONS	13,750
INTEREST INCOME	5,430
OTHER REVENUE	(300,000)
TOTAL REVENUES	85,485
EXPENDITURES	
CITY COUNCIL	$ 13,750
CITY MANAGER	(75,000)
HUMAN RESOURCES	(5,000)
COMMUNITY & ECONOMIC DEVELOPMENT	38,885
INFORMATION TECHNOLOGY	10,000
CITY ATTORNEY	(12,600)
CITY CLERK - ELECTIONS	(4,000)
CITY CLERK	3,000
FINANCE	(15,600)
MUNICIPAL SERVICES	30,000
PUBLIC SAFETY	(200,000)
NON-DEPARTMENTAL	200,000
COMMUNICATIONS & PUBLIC INFORMATION	(5,000)
TRANSFERS OUT	107,050
TOTAL EXPENDITURES	85,485
Net Increase (Decrease) to Fund Balance	$ -
Library Fund	
REVENUES	
OTHER REVENUE	$ 2,000
TOTAL REVENUES	2,000
EXPENDITURES	
SUPPLIES	$ 2,000
TOTAL EXPENDITURES	2,000
Net Increase (Decrease) to Fund Balance	$ -
MAJOR STREETS FUND	
EXPENDITURES	
TRANSFER OUT - GENERAL FUND	$ 90,000
TOTAL EXPENDITURES	90,000
Net Increase (Decrease) to Fund Balance	$ (90,000)

	INCREASE (DECREASE)
LOCAL STREETS FUND	
REVENUES	
TRANSFER IN	$ 90,000
TOTAL REVENUES	90,000
EXPENDITURES	
MATERIALS AND SUPPLIES	$ 20,000
PERSONAL SERVICES	40,000
OTHER EXPENDITURES	30,000
TOTAL EXPENDITURES	90,000
Net Increase (Decrease) to Fund Balance	$ -
PARKS AND RECREATION FUND	
REVENUES	
INTERGOVERNMENTAL	$ 16,485
CHARGES FOR SERVICES	13,000
TOTAL REVENUES	29,485
EXPENDITURES	
PERSONAL SERVICES	$ 29,485
PROFESSIONAL SERVICES	19,000
TOTAL EXPENDITURES	29,485
Net Increase (Decrease) to Fund Balance	$ -
DRUG LAW ENFORCEMENT FUND	
REVENUES	
FINES AND FOFEITURES	$ 7,900
TOTAL REVENUES	7,900
EXPENDITURES	
CAPITAL OUTLAY	$ 7,900
TOTAL EXPENDITURES	7,900
Net Increase (Decrease) to Fund Balance	$ -
PA 302 JUSTICE TRAINING GRANT FUND	
REVENUES	
INTERGOVERNMENTAL	$ 13,500
TOTAL REVENUES	13,500
EXPENDITURES	
OTHER EXPENDITURES	$ 13,500
TOTAL EXPENDITURES	13,500
Net Increase (Decrease) to Fund Balance	$ -

	INCREASE (DECREASE)
MI INDIGENT DEFENSE GRANT FUND	
REVENUES	
INTERGOVERNMENTAL	$ 175,000
TOTAL REVENUES	175,000
EXPENDITURES	
OTHER EXPENDITURES	$ 175,000
TOTAL EXPENDITURES	175,000
Net Increase (Decrease) to Fund Balance	$ -
DISTRICT COURT FUND	
REVENUES	
FINES AND FORFEITURES	$ 100,000
TOTAL REVENUES	100,000
EXPENDITURES	
PERSONAL SERVICES	$ 100,000
TOTAL EXPENDITURES	100,000
Net Increase (Decrease) to Fund Balance	$ -
OPIOID SETTLEMENT	
REVENUES	
TRANSFERS IN	$ 107,050
OTHER REVENUE	23,000
TOTAL REVENUES	130,050
Net Increase (Decrease) to Fund Balance	$ 130,050
MENTAL HEALTH COURT GRANT FUND	
REVENUES	
INTERGOVERNMENTAL	$ 31,978
TOTAL REVENUES	31,978
Net Increase (Decrease) to Fund Balance	$ 31,978
2020 REFUNDING BONDS DEBT SERVICE FUND	
REVENUES	
INTEREST INCOME	$ 13,000
TOTAL REVENUES	13,000
EXPENDITURES	
OTHER EXPENDITURES	$ 300
TOTAL EXPENDITURES	300
Net Increase (Decrease) to Fund Balance	$ 12,700

I certify that the forgoing is a true and complete copy of a Resolution adopted by the City Council of the City of Oak Park at a regular Meeting held on this 15th day of June, 2026.

_____

T. Edwin Norris, City Clerk

CITY OF OAK PARK, MI
STAFF REPORT

12.D.1

AGENDA FOR: June 15, 2026

SUBJECT: Request to approve the purchase of a new fire truck from the manufacturer, Sutphen, in the amount of $925,916.50.

DEPARTMENT: City Clerk

FROM: Steve Cooper, Director of Public Safety

SUMMARY: The Department of Public Safety is requesting approval to purchase a new fire engine to replace Engine #544, a 1997 Pierce fire engine that is currently 29 years old. Due to its age and condition, the fire truck has significantly exceeded its useful service life and now requires extensive repairs to remain operational as a reserve apparatus.

Engine #544 recently had to be towed to a repair facility because of major mechanical failures involving the transmission and transfer case, both of which require rebuilding. In addition, the exhaust brake is inoperable and is believed to be the result of an internal engine defect.

The vehicle's fire pump system also requires substantial repairs. Hundreds of feet of metal piping used to distribute water throughout the apparatus have deteriorated and reached a critical stage of failure. Internal corrosion of fittings is causing significant leaks, resulting in the loss of approximately 1,000 gallons of water per week while the fire truck remains idle in the fire station garage. Repairing and replacing the plumbing system would require extensive disassembly of the apparatus. The estimated cost of these partial repairs exceeds $70,000, with no guarantee of long-term reliability.

As the oldest fire truck in the City's fire apparatus fleet, Engine #544 should be replaced immediately.

This apparatus is classified as an Engine rather than a Ladder truck because it does not contain an aerial ladder or elevated water stream device. The engine carries a 1,000-gallon water tank and is equipped with firefighting equipment used for interior structural firefighting operations. It also carries Hurst Rescue Tools, commonly known as the "Jaws of Life." Due to its maneuverability, an engine is often the primary apparatus dispatched to motor vehicle accidents, vehicle fires, gas leaks, and other emergency incidents requiring specialized equipment.

The National Fire Protection Association (NFPA) recommends that fire apparatus be removed from frontline service after 15 years and placed into reserve status. After 25 years of service,

apparatus should be retired from emergency response operations. At 29 years old, Engine #544 exceeds both recommended service-life benchmarks.

After extensive research of available manufacturers, specifications, pricing, and delivery schedules, the Department of Public Safety has determined that a fire engine manufactured by Sutphen best meets the operational needs of the department and community. The estimated delivery time for the apparatus is 17 to 19 months.

The total purchase price of the new fire engine, including financing and interest costs, is $925,916.50.

FINANCIAL STATEMENT: Specifications for the fire truck and purchase agreement are attached. These documents have been vetted by the City Attorney.

RECOMMENDED ACTION: The City of Oak Park is an authorized member of Sourcewell, a national governmental cooperative purchasing organization that conducts competitive solicitations on behalf of public agencies nationwide. Sourcewell has already completed a legally compliant competitive procurement process for fire apparatus manufacturers, including Sutphen Corporation. The City may purchase a fire truck directly through the awarded Sourcewell contract without issuing its own separate RFP. This allows the City to utilize competitively established cooperative pricing while saving significant time and administrative expenses.

City Council is requested to approve the resolution to purchase a new fire truck from the manufacturer, Sutphen, for the amount of $925,916.50.

EXHIBITS:

1. Fire Truck Purchase Resolution 6-15-26
2. Fire Truck Agenda Item

CITY OF OAK PARK

OAKLAND COUNTY, MICHIGAN

RESOLUTION APPROVING PURCHASE OF FIRE TRUCK

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held in the Council Chambers located at 14000 Oak Park Boulevard, Oak Park, Michigan 48237 at 7:00 P.M. Eastern Daylight Savings Time, on the 15TH day of June, 2026.

The Meeting was called to order by: Mayor McClellan

Present:
Absent:

The following Resolution was offered by
and seconded by.

BE IT RESOLVED, by the City Council of the City of Oak Park, Michigan that:

WHEREAS, the City Council has determined that a true and very real, immediate need exists for the acquisition of a new fire engine, described as a Sutphen F-1 Program Pumper complete, as detailed in the Lease-Purchase Agreement presented to Council. Said Equipment will be used solely for essential governmental functions and not for private business use;

WHEREAS, City Council is required to approve the proposed Lease-Purchase Agreement for the new fire engine pursuant to Section 13-1 of the City Charter;

WHEREAS, the City Council has determined that pursuant to the certification of the City Manager, the fire truck needed to best serve the interests of the City is only available to meet the City's immediate needs through a single vendor so City Council may waive the requirements for obtaining sealed bids under Section 13.1 of the Charter.

NOW THERFORE BE IT RESOVLED:

1. The City Council determines that the terms of the Lease-Purchase Agreement are in the best interests of the City of the acquisition of the fire truck, and the City Council authorizes the City Manager to execute the Lease-Purchase Agreement and any related documents necessary to the consummation of the transaction contemplated by the Lease-Purchase Agreement.

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

3. This Resolution shall become effective immediately upon its passage and adoption.

Roll Call Vote: Yes:
No:
Absent:

RESOLUTION DECLARED ADOPTED

I, T. Edwin Norris, City Clerk, do hereby certify that the forgoing constitutes a true, complete and original copy of a resolution adopted by the City Council of the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on June 15, 2026 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 of the Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
T. Edwin Norris, City Clerk

SUTPHEN

PROPOSAL

TO THE:
Steve Cooper, Director of Public Safety
Oak Park Public Safety
13800 Oak Park Blvd.
Oak Park, Michigan 48237

DATE: April 28, 2026

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

One (1) Sutphen F-1 Program Pumper Complete as specified and delivered for a total - purchase price ..... $ 925,916.50

The apparatus and equipment being purchased hereunder shall be completed within approximately **17-19** months after Sutphen's receipt and approval of the Purchaser's acceptance of this Proposal.

This Proposal shall be valid until, **May 28th, 2026**. If a Purchase Agreement or Purchase Order is not received by Sutphen by the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

DAVID R. DESROCHERS

David R. Desrochers- Vice President - Sales
Apollo Fire Apparatus Sales and Service
(248) 736-3371 ddesrochers@apollofire.com
Authorized Representative for the Sutphen Corporation

TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments *or* changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion:(a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

LEASE FINANCING PROPOSAL

Requested by

Apollo Fire Apparatus Sales and Service

David Desrochers

Representing

SUTPHEN SINCE 1890

Presented To (As Lessee)

City of Oak Park, MI

Proposal Date:	April 29, 2026					
Equipment Description:	(1) Sutphen Stock #626					
Commencement Date:	May 25, 2026					
	Option 1	**Option 2**	**Option 3**	**Option 4**	**Option 5**	**Option 6**
Equipment Cost:	$925,916.50	$925,916.50	$925,916.50	$925,916.50	$925,916.50	$925,916.50
Prepay Discount:	$37,036.66	$37,036.66	$37,036.66	$37,036.66	$37,036.66	$37,036.66
Amount Financed:	$888,879.84	$888,879.84	$888,879.84	$888,879.84	$888,879.84	$888,879.84
Lease Term:	5 Years	7 Years	5 Years	7 Years	5 Years	7 Years
First Payment Date:	5/25/2027	5/25/2027	11/25/2027	11/25/2027	5/25/2028	5/25/2028
Payment Frequency:	Annual	Annual	Annual	Annual	Annual	Annual
Interest Rate:	4.82%	4.82%	5.08%	5.14%	5.03%	5.12%
Payment Amount:	$204,262.58	$152,620.66	$211,094.01	$158,480.99	$215,814.84	$162,209.29

Qualifications:

1. **Pricing:** This is a lease proposal for the payment stream(s) indicated above. If any of the information identified above are not correct, please advise us so that we can determine if a new proposal is required. Other important elements of this proposal are:

a) **Rate Expiration**: Signing this proposal does not in itself lock in your rate. This lease must be credit approved, contracts properly signed, and the lease funded by Leasing 2 within thirty days from the date of this proposal to protect the rates quoted.

b) **Closing Costs:** There will be no up-front costs of any kind charged by Lessor including closing costs, points, administrative costs, etc. Your attorney may charge you to review the lease documents and complete the opinion letter required with our lease documentation.

c) **Fixed Rates**: Rates are fixed for the entire term.

2. **Type of Lease:** This is a lease-purchase type of financing. After all the lease payments are made, Lessee will own the equipment without further cost.

3. **Financial Reporting**: All city, county and tax districts (including fire districts) will be expected to provide GAAP audited financial reports. All non-for profit corporations (vfd's) will be expected to provide IRS 990 federal tax returns. If you do not maintain these types of financial reports, please contact us to discuss.

4. **Vendor Payable / Escrow Account (where applicable):** In the event that the truck(s) and/or equipment are not ready to be delivered, proceeds of this lease will be held in a vendor payable account until delivery/acceptance. This is a non-interest bearing account to Lessee.

5. **Credit Approval and Documentation:** This is a proposal only, and does not represent a commitment to lease. This financing is subject to credit review and approval and execution of mutually acceptable documentation, including the opinion of lessee's counsel opining that the agreement is legal, valid and binding, obligation of Lessee.

Financing by: Leasing 2, Inc.
Contact: Carter Meyers
Phone: 813-258-9888 x15
Email: cmeyers@leasing2.com
Web: www.leasing2.com

LEASING 2

REQUEST TO PROCEED:

When you are ready to proceed with Leasing 2 towards finalizing this lease financing arrangement, please indicate so by signing below and completing the requested information. We will immediately email you our application. Thank you for your confidence and consideration.

Proposal date: April 29, 2026 **Option Chosen:** 1 (where applicable)

Upcoming Governing Body meeting date for lease approval: _____

City of Oak Park, MI
Name of Lessee

Authorized Signature

Erik Tungate
Printed Name Of Authorized Signature

5/27/26
Date

June
Last month of your budget year?

City Mgr
Title

Contact Name
(If Different Than Authorized Signature)

Contact Phone

Contact Email

Financial Contact Name
(Can be Treasurer or Clerk)

(248)691-7491
Contact Phone

scrawford@oakparkmi.gov
Contact Email

Please complete the above information and ***fax or email*** *all pages of the proposal to*
813-258-9333 / info@leasing2.com

25 IN BUSINESS OVER 25 YEARS LEASING 2

ASSOCIATION FOR GOVERNMENTAL LEASING & FINANCE

**** Important: A Resolution will be required with the lease contract ****
In the event that you require board action to sign this proposal, please call us so that we may forward the preferred form for the meeting.

Are you ready to move forward with Leasing 2?

Here is a quick overview of our process

1. **Signed Proposal** - *When you are ready to move forward with Leasing 2, email a scan of the completed and signed proposal back to Leasing 2.*

2. **Credit Application** - *A credit application and request for current financial reports will be emailed to the designated contacts upon receipt of the signed proposal. The credit application should be completed and returned promptly to protect your quoted interest rates. Credit approval usually comes within a few days receipt of the completed credit application.*

3. **Financing Agreement** - *Once credit approval is accomplished, the financing agreement will be emailed for review and signature. Once the contracts are signed and returned, we are ready for closing.*

SUTPHEN™

FAMILY OWNED
SINCE 1890

Prepayment Discount Options
For The
Oak Park, MI

4/28/2026

Current Bid Price **$925,916.50**

Option 1	For a prepayment in the amount of	$231,479.13	the discount
25%	would be $9,259.17	for a total selling price of	$916,657.33
Option 2	For a prepayment in the amount of	$462,958.25	the discount
50%	would be $18,518.33	for a total selling price of	$907,398.17
Option 3	For a prepayment in the amount of	$694,437.38	the discount
75%	would be $27,777.50	for a total selling price of	$898,139.00
Option 4	For a full prepayment, we offer a discount of	$37,036.66	
100%	for a final selling price of		$888,879.84

NOTE: For any option above, the prepayment would be due within 30 days of contract signing in order to receive the discounts listed. Any remaining balance would be due at the time of delivery.

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • **Toll Free** 800 848-5860 • **Fax** 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com

Sutphen Component Report Dealership: Apollo Fire Apparatus Sales and Service	HS- CITY OF OAK PARK PUBLIC SAFETY, Michigan Program Pumper
	Order#: DQ019250-1 Contact: STEVE COOPER Position: DIRECTOR PUBLIC SAFETY Phone: 248-691-7520 Mobile: Email: scooper@oakparkmi.gov

Bill To	Ship To
Customer: CITY OF OAK PARK PUBLIC SAFETY Contact: STEVE COOPER, DIRECTOR PUBLIC SAFETY Address: 13800 OAK PARK BLVD. OAK PARK , Michigan 48237	Customer: CITY OF OAK PARK PUBLIC SAFETY Contact: STEVE COOPER, DIRECTOR PUBLIC SAFETY Address: 13800 OAK PARK BLVD. OAK PARK , Michigan 48237

Comments
Project Manager: Sales Person: David Desrochers Revision Level: Truck Type: Body Facility:

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1		1	**ENG PTA Number = TBD
2	Urbana	1	Facility = Urbana
3		1	**ENG Truck Series = Program Pumper
4		1	**ENG Pump Module Series = F-Series Module
5		1	**ENG Electrical System = Point-to-Point
6	Sourcewell	1	Cooperative Purchasing =Sourcewell
7	10000225	1	STD WIRING SCHEMATIC (USB)
8	10000290	3	~SHOP ORDER REVIEW MEETING - PER PERSON, PER TRIP (3)
9	10310100	1	CHASSIS
			CHASSIS
10	10010006	1	CHASSIS, CUSTOM
11	51010105	1	WHEELBASE = 188.5

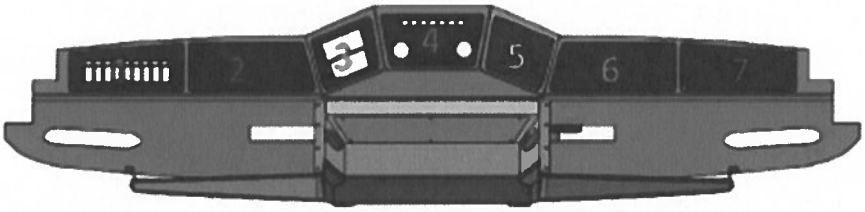
Line	Item #	Qty	Item Description/Comments
12		1	**ENG Wheelbase Note = Wheelbases and component designs may be subject to change pending finalized designs from Cummins on 2027 EPA compliant aftertreatment systems.
13	25010255	1	FRAME, 10" DOUBLE RAILS, DOMEX, SINGLE AXLE (110K PSI)
14	45040100	1	FRONT BUMPER CLIP
15	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
16	46010000	1	REAR TOW EYES, PAINTED
17	40010250	1	STEERING - ROSS TAS-85
18	40010500	1	STEERING GEAR WARRANTY, ROSS, 1-YEAR
19	22010050	1	DRIVE LINE, SPICER, 1810 SERIES
20	23015100	1	ENGINE, CUMMINS X10 HHD 450HP DOC-DPF-DEF-SCR OBD
21	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
22	23029220	1	ENGINE WARRANTY, 10 YEAR, 200,000 MILES FOR CUMMINS MAJOR COMPONENTS COVERAGE (FCM)
23	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
24	23030006	1	AIR INTAKE/EMBER SEPARATOR
25	23031176	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, FLEETGUARD FUEL PRO FH230
26	23031220	1	FUEL FILTER, SECONDARY, FLEETGUARD, FF5825NN
27	47012520	1	TRANSMISSION, ALLISON GEN 6, EVS4000 (X10HHD, X12, X15)
28	47020100	1	TRANSMISSION WARRANTY, ALLISON, 5 YEARS
29	23110000	1	JACOBS ENGINE BRAKE
30	47024050	1	TRANSMISSION COOLER
31	47030000	1	ALLISON TOUCH PAD SHIFTER
32	47030110	1	SHIFTER PAD GEARING, 6 GEARS OPEN
33	21021200	1	COOLING SYSTEM
34	21030000	1	FAN CLUTCH
35	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
36	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL
37	26030000	1	FUEL FILL

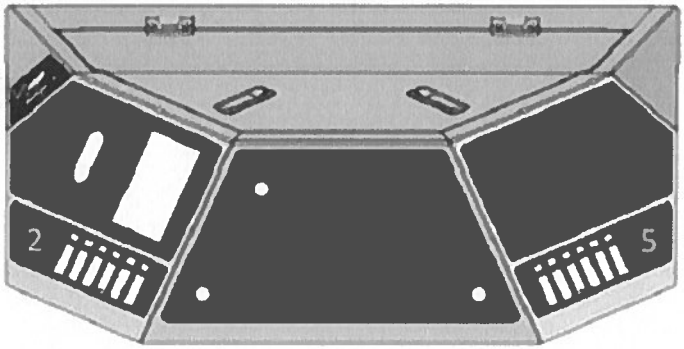
Line	Item #	Qty	Item Description/Comments
38	26030100	1	FUEL COOLER
39	24040000	1	DIESEL EXHAUST FLUID TANK
40		1	**ENG DEF Access = Hinged Door for DEF Access.
41	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003
42		1	**ENG Alternator Note: A special light tower and/or inverter will require a minimum 415 amp alternator.
43	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
44	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
45	15031700	1	BATTERY JUMPER TERMINALS
46	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012
47		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
48	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX
49		1	**ENG Shoreline Cover Color = Red.
50	15040100	2	120V OUTLET WIRED TO SHORELINE INLET - EA (2)
51		1	**ENG NEMA Number = 5-20 House Plug Duplex.
52	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
53	14030120	1	FRONT AXLE WARRANTY, HENDRICKSON, 5 YEARS
54	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
55	41030035	1	FRONT SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON REAR SUSPENSION)
56	41040510	1	STEER ASSIST
57	43010306	1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS
58	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
59	14530010	1	REAR AXLE WARRANTY, MERITOR, 3 YEARS
60	14530100	1	TOP SPEED, 68 MPH
61	42010015	1	REAR SUSPENSION, HENDRICKSON FIREMAAX 27,000 LBS. AIR RIDE
62	42030035	1	REAR SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON FRONT SUSPENSION)
63	44010320	1	REAR TIRES, GOODYEAR 12R22.5 LRH G622 MUD & SNOW 24,000 - 27,000 GVWR

Line	Item #	Qty	Item Description/Comments
64	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
65	44210210	1	WHEELS, ALUM, ALCOA, DURABRITE (max 27K rear)
66	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)
67	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
68	44271100	1	MUD FLAPS, FRONT (PAIR)
69	44271200	1	MUD FLAPS, REAR (PAIR)
70	16010255	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 7" REAR (SINGLE AXLE)
71	18010041	1	AIR BRAKE SYSTEM 4 TANKS WABCO 1200 DRYER (24K, 27K)
72	18015000	1	WABCO ABS BRAKING SYSTEM WARRANTY, 3 YEARS /300,000 MILES
73	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
74	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
75		1	**ENG Specify Central Location for Air Tank Drain Valves = UNDER L1 COMPARTMENT
76	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
77		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
78	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
79	18036105	1	TIMER, KUSSMAUL AUTO PUMP
80	18210000	1	ELEC STABILITY CONTROL SYST
81	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
82	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
83	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
84	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
85	10310110	1	CAB
			CAB
86	11023292	1	CAB TSAL4K 62" 10" RR 1/2
87	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
88	11030950	1	CAB LOCKDOWN LATCHES
89	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE

Line	Item #	Qty	Item Description/Comments
90	11031030	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE PUMP PANEL
91	11031100	1	MANUAL BACK-UP TILT SYSTEM
92	11031350	1	CAB DOORS, FULL LENGTH (4)
93	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
94	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
95	11031421	1	CAB DOOR WINDOWS, POWER (4)
96	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
97	11031460	1	NO WINDOWS, BACK WALL OF CAB
98	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
99	52010010	1	ELECTRIC INTERMITTENT WIPERS
100	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
101		1	**ENG Override Switch to Re-Engage Wipers? = Yes.
102	52030200	1	WINDSHIELD WASHER RESERVOIR
103	38010020	1	MIRRORS LANG MEKRA 300 SERIES HEATED & REMOTE
104	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)
105	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
106		1	**ENG LED backlight color for upper grille = Red
107	11024605	1	LOWER GRILLE, POLISHED STAINLESS (X SERIES)
108	20010085	1	BUMPER, 24" POLISHED STAINLESS STEEL
109		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
110	20029800	1	BUMPER SIDES, DIAMONDPLATE
111	20040215	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (24" BUMPER)
112	20040300	1	1" LIP AROUND BUMPER TROUGH
113	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE
114	20030500	1	NO CUT-OUT IN STORAGE WELL COVER
115	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION

Line	Item #	Qty	Item Description/Comments
116	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X SERIES)
117	12030350	1	LANYARD CONTROL FOR AIR HORNS
118	12510110	1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT
119		1	**ENG Electronic Siren Control = Operated at control head only.
120	12620200	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH
121	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
122	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
123		1	**ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on.
124	12730205	1	MECH SIREN WIRED TO STEERING WHEEL BUTTON
125	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
126		1	**ENG Siren Brake Switch for Driver in Lower Console Position 2.
127		1	**ENG Siren Brake Switch for Officer in Lower Console Position 5.
128	32520525	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (TRIPLE UPPER WARNING)
129	48010305	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (LOWER HOUSING)
130	32530750	1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE
131	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
132	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
133	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
134	27040100	1	INTERIOR DOOR, NYLON STRAP (FRONT & REAR CAB DOORS)
135	11035412	1	RAPTOR REAR EXTERIOR WALL OF CAB, TWO-TONE
136	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
137	31010252	1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY EMBOSSED FRP BOARD
138	11032929	1	DOOR PANEL, FULL STS
139	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED
140	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
141	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND

Line	Item #	Qty	Item Description/Comments
142	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE
143	22610050	1	ENGINE HOOD LIGHT, LED (1)
144	11031510	1	FLAT WORK SURFACE IN LIEU OF GLOVE BOX
145	11031710	1	UPPER CREW DOOR AREA, SMOOTH PANEL
146	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
147	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
			Upper Command Console: 
148		1	**ENG Overhead Console Position 1 -Switch #1: Master Emergency -Switch #2: RotoRay (if applicable) -Switch #3: Alternating Headlights (if applicable) -Switch #4: Front Scene -Switch #5: Left Scene -Switch #6: Right Scene -Switch #7: Rear Scene -Switch #8: Ground Lights (if applicable)
149		1	**ENG Overhead Console Position 2 -AM/FM Radio or Camera Monitor
150		1	**ENG Overhead Console Position 3 -HVAC controls.
151		1	**ENG Overhead Console Position 4 -Warning Indicators -Seat Belt Monitor -Disengage Button -Air Horn Lanyards (if applicable)
152		1	**ENG Overhead Console Position 5 -Blank
153		1	**ENG Overhead Console Position 6 -Setcom Intercom Control Head (if applicable)-or AM/FM Radio
154		1	**ENG Overhead Console Position 7 -Switch #1: Front Scene (if applicable) -Switch #2: Left Scene (if applicable) -Switch #3: Right Scene (if applicable) -Switch #4: Rear Scene (if applicable) -or AM/FM Radio (if switch cluster on pump panel)
155	30010508	1	LOWER COMMAND CONSOLE, X10

Line	Item #	Qty	Item Description/Comments
			
156		1	**ENG Lower Console Position 1 -Transmission Touch Pad - Cab Pump Shift
157		1	**ENG Lower Console Position 2 -Switch #1: Jake On/Off -Switch #2: Jake Low/Med/High -Switch #3: High Idle -Switch #4: Needs clarified, max of three position switch (city horn - required, pick up to two - E Siren, Mech Siren, Air Horns) potentially make air horns lanyard only..... -Switch #5: Siren Brake -Switch #6: Tire Chains (Rocker Switch with Push Guard) - (if applicable)
158		1	**ENG Lower Console Position 3 -Parking Brake - Traffic Advisor Control Head (Mounted above Whelen Siren Head) (if applicable) - Whelen Siren Head (Mounted as low as possible) - 12V Power Points. (Called out below)
159		1	**ENG Lower Console Position 4 -Blank
160		1	**ENG Lower Console Position 5 -Switch 1: Master Emergency -Switch 2: Air Horns (if applicable) -Switch 3: Mech Siren (if applicable) -Switch 4: Siren Brake
161	30010610	1	CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES PUMP TRANSMISSION)
162	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
163	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
164		1	**ENG Details for Door Ajar Light = Red LED, Clear Lense, Black Bezel
165		1	**ENG Door Ajar Light Location = Overhead Console 4.
166	30031650	1	DO NOT MOVE ALARM
167	30031675	1	DO NOT MOVE DISENGAGE BUTTON
168	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
169	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
170	30031100	1	HIGH IDLE SWITCH

Line	Item #	Qty	Item Description/Comments
171	11040000	1	CAB ACCESSORY FUSE PANEL
172	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
173		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.
174	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
175		1	**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
176	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
177	30031830	2	12V DUAL POWER POINT, USB/USBC, POWERWERX (2)
178	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
179	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
180	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
181	28020500	1	AIR CONDITIONING WARRANTY, 1 YEAR
182	28090003	1	HEAT TO FEET
183	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
184	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
185	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
186	38340110	1	PRIMARY SEAT POSITION
187	38320000	1	HELMET STORED IN COMPARTMENT
188	39010131	1	OFFICER'S SEAT, BOSTROM SIERRA, ABTS HIGH BACK (DURAWEAR PLUS, LOW SEAM)
189	38340110	1	PRIMARY SEAT POSITION
190	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR
191	38320000	1	HELMET STORED IN COMPARTMENT
192	39521209	1	CREW SEAT 1, BOSTROM SIERRA, ABTS HIGH BACK (DURAWEAR PLUS, LOW SEAM)
193	38340110	1	PRIMARY SEAT POSITION
194	38320000	1	HELMET STORED IN COMPARTMENT

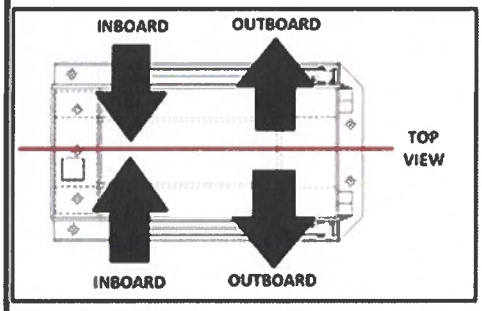
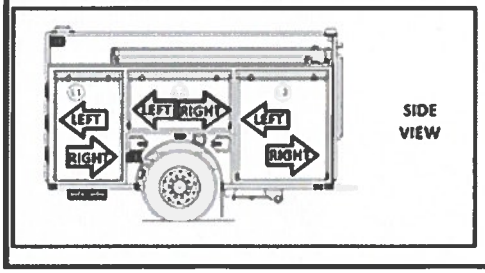
Line	Item #	Qty	Item Description/Comments
195	39521210	1	CREW SEAT 2, BOSTROM SIERRA, ABTS HIGH BACK (DURAWEAR PLUS, LOW SEAM)
196	38340110	1	PRIMARY SEAT POSITION
197	38320000	1	HELMET STORED IN COMPARTMENT
198	11031800	1	EMS CABINET, FORWARD FACING, SINGLE, 43" TALL
199	11032250	1	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR
200	11032415	1	INTERIOR COMPARTMENT DOOR LOCK
201	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)
202	39550200	1	SEAT COLOR, BLACK
203	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
204	39710000	1	DOUBLE CREW SEAT COMPT, SIDE DOORS
205	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT
206	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)
207		1	**ENG Camera Mounting Location Rear of Body, Centered as Possible
208		1	**ENG Camera Monitor Mounting Location Overhead Command Console Position 2.
209	10310200	1	PUMP & PLUMBING
			PUMP & PLUMBING
210	60090000	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE
211	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
212	60025960	1	PUMP GEARBOX YOKE, 1810
213	60026000	1	PUMP PACKING, HALE
214	60031005	1	ALLOY ANODES, HALE (2)
215	60035123	1	PUMP TEST, THIRD PARTY TESTING
216	61510010	1	DELETE AUXILIARY COOLER (HEAT EXCHANGER)
217	62010002	1	STAINLESS STEEL PIPING
218	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
219	61729120	1	VALVE, AKRON, HEAVY DUTY
220	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1

Line	Item #	Qty	Item Description/Comments
221	73090001	1	TANK FILL 2"
222	61729120	1	VALVE, AKRON, HEAVY DUTY
223	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
224	61090003	1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939
225	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
226	63021500	1	6" MAIN SUCTION, LEFT SIDE
227	65090000	1	2.5" LEFT SIDE INLET
228	61729120	1	VALVE, AKRON, HEAVY DUTY
229	61770905	1	ACTUATOR, VALVE, SWING CONTROL
230	60036010	1	THREADS, NST
231	63025500	1	6" MAIN SUCTION, RIGHT SIDE
232	64090000	1	2.5" RIGHT SIDE INLET
233	61729120	1	VALVE, AKRON, HEAVY DUTY
234	61770905	1	ACTUATOR, VALVE, SWING CONTROL
235	60036010	1	THREADS, NST
236	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
237	61729120	1	VALVE, AKRON, HEAVY DUTY
238	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
239	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
240	61810160	1	DISCHARGE TERMINATION, STRAIGHT
241	60036010	1	THREADS, NST
242	61837100	1	ADAPTER, 2.5"NST FE X 2.5" NST M 30 DEGREE W/CAP & CHAIN
243	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
244	61729120	1	VALVE, AKRON, HEAVY DUTY
245	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
246	77090000	1	GAUGE, DISCH, CLASS 1 2.5"

Line	Item #	Qty	Item Description/Comments
247	61810160	1	DISCHARGE TERMINATION, STRAIGHT
248	60036010	1	THREADS, NST
249	61837100	1	ADAPTER, 2.5"NST FE X 2.5" NST M 30 DEGREE W/CAP & CHAIN
250	71025908	1	3" DISCHARGE W/4" OUTLET, RIGHT - POSITION 3
251	61729120	1	VALVE, AKRON, HEAVY DUTY
252	61770942	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9343
253	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
254	61810160	1	DISCHARGE TERMINATION, STRAIGHT
255	60036010	1	THREADS, NST
256	61840300	1	ADAPTER, 4" NST FE X 5" STORZ, 30-DEGREE W/CAP & CHAIN, TFT
257	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
258	61729120	1	VALVE, AKRON, HEAVY DUTY
259	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
260	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
261	61810160	1	DISCHARGE TERMINATION, STRAIGHT
262	60036010	1	THREADS, NST
263	61837100	1	ADAPTER, 2.5"NST FE X 2.5" NST M 30 DEGREE W/CAP & CHAIN
264	71590000	1	DISCHARGE, 2.5" LEFT REAR
265	61729120	1	VALVE, AKRON, HEAVY DUTY
266	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
267	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
268	61810160	1	DISCHARGE TERMINATION, STRAIGHT
269	60036010	1	THREADS, NST
270	72290000	1	DISCHARGE 1.5" TO FRONT BUMPER, 2" PLUMBING
271	61729120	1	VALVE, AKRON, HEAVY DUTY
272	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1

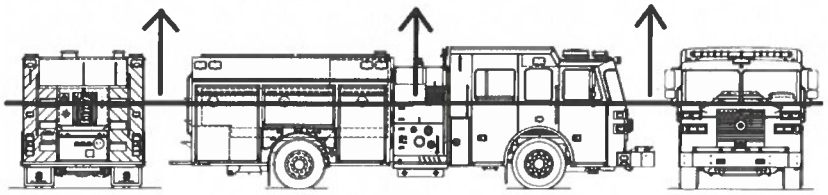
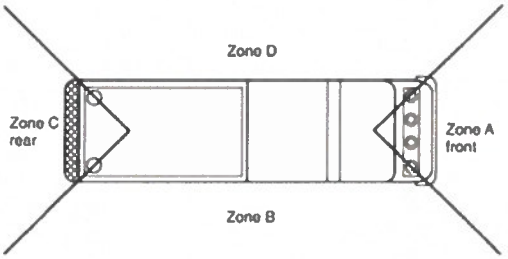
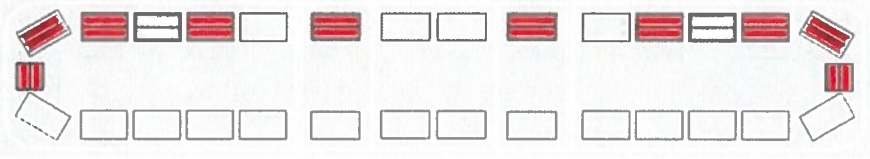
Line	Item #	Qty	Item Description/Comments
273	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
274	60036010	1	THREADS, NST
275	72590002	1	DECK GUN DISCHARGE 3"
276	61729120	1	VALVE, AKRON, HEAVY DUTY
277	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
278	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
279	72570100	1	DECK GUN TERMINATION, THREADED
280	72554800	1	MONITOR, AKRON APOLLO 3423 W/QUAD STACKED TIPS & STREAM SHAPER
281	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL
282	72890000	1	CROSSLAYS, TWO 2" W/1.5" SWIVEL
283		1	**ENG Crosslay Hose Load = (2) 200' of 1.75", double stacked
284	61729120	2	VALVE, AKRON, HEAVY DUTY (2)
285	61770900	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (2)
286	77090000	2	GAUGE, DISCH, CLASS 1 2.5" (2)
287	60036010	2	THREADS, NST (2)
288	72910505	1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS
289	72932201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
290		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = OEM Discretion.
291	61742000	1	MASTER PUMP DRAIN, MULTIPORT
292	61790510	9	DRAIN VALVES, HALE, LIFT-UP (9)
293	10310210	1	FOAM SYSTEM
			FOAM SYSTEM
294	73590100	1	FOAM SYSTEM, HALE SMARTFOAM 2.1A (PRG)
295	73572120	1	FOAM SYSTEM WARRANTY, CLASS1 /HALE, 3 YEARS
296		1	**ENG Class of Foam = Class A Foam
297	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK
298	73576720	1	QUARTER TURN VALVE, MANUAL FOAM FLUSH

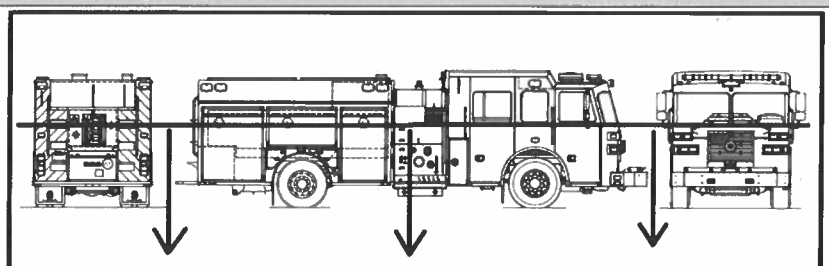
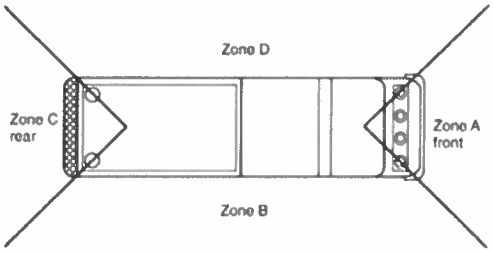
Line	Item #	Qty	Item Description/Comments
299	10310220	1	PUMP PANEL
			PUMP PANEL
300	74916110	1	FSER SM1 - SIDE MOUNT PUMP PANEL (CROSSLAYS)
301	74928120	1	PUMP MODULE LENGTH, 47"
302	74929110	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT
303	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)
304		1	**ENG Pump Panel Label Verbiage Standard = Yes.
305		1	**ENG Color Coding Standard = Yes.
306	74931250	1	DISCHARGE GAUGE BEZELS, CHROME (PRG)
307	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
308	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
309	74931590	1	PLUMBING FINISH, NON-PAINTED
310		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
311	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS
312	75040200	1	TROUGH IN RUNNING BOARD, DRIVER'S SIDE
313		1	**ENG Running Board Trough Cover = Velcro Straps.
314	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
315	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
316	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
317	60090030	1	PUMP PRIMER, TRIDENT, AIR
318	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
319	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
320	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
321	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
322	77590001	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-40
323	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)
324		1	**ENG Whelen Gauge Locations = Driver's side of Cab, behind Crew Door, high.

Line	Item #	Qty	Item Description/Comments
325		1	**ENG Whelen Gauge Locations = Officer's side of Cab, behind Crew Door, high.
326	77590035	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-40
327		1	**ENG Class of Foam for Foam Gauge = Class A.
328		1	**ENG Color of Foam Level Gauge Multi Color.
329	10310230	1	WATER TANK
			WATER TANK
330	83525000	1	WATER TANK BRAND, UNSPECIFIED
331	83590005	1	WATER TANK, 1000 GAL, POLY
332	83530110	1	WATER TANK WARRANTY, LIFETIME
333	10310300	1	BODY
			BODY
334	80089500	1	BODY SUBFRAME, PROGRAM PUMPER
335	80189710	1	BODY F1 - ALUM 40/51 LAD CHUTE
336	80245999	1	UPPER HATCH COMPARTMENTS - NOT PROVIDED
337		1	**ENG Dealer Supplied Compartmentation = Compartment options will be Dealer Supplied.
338	10310302	1	BODY COMPARTMENTS
			BODY COMPARTMENTS
			Standard Verbiage for locations of Outlets and other components in Body compartments   Legend Inboard— Toward center of truck / frame rails Outboard— Toward compartment doors Left/Right wall— Looking at compartment, wall which is to your left or right

Line	Item #	Qty	Item Description/Comments
339	81165705	1	UNISTRUT TRACK IN COMPTS
340	80290025	1	COMPT DOORS, AMDOR ROLL-UP, SATIN FINISH
341	80230600	1	DOOR SILL PROTECTION, BODY COMPTS, PROTEC, CLEAR FILM
342	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
343	80230920	1	ROLL UP DOORS WARRANTY, AMDOR, 3 YEARS
344	80230660	1	DOOR SILL PROTECTION, REAR COMPT, PROTEC, CLEAR FILM
345	80230300	1	COMPT INTERIOR FINISH, SMOOTH
346	84531230	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
347	10310305	1	BODY EXTERIOR
			BODY EXTERIOR
348	81380000	1	HOSEBED W/REMOVABLE ALUMINUM FLOORING
349	81330110	1	LOWER HOSEBED 12 INCHES, LEFT SIDE AND CENTER (F1)
350	81410000	1	COVER, VINYL, MAIN HOSE BED
351		1	**ENG Hosebed Cover Color = Black.
352	81440201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
353		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = OEM Discretion.
354	81330302	1	HOSE BED DIVIDERS, ADJ (2)
355	81332005	1	HOSEBED LIGHTING, FRONT, AMDOR H2O LED LIGHT STRIPS
356	81332105	1	HOSEBED LIGHTING, SIDES, AMDOR H2O LIGHT STRIPS
357	81910100	1	HANDRAILS, KNURLED STS
358	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT
359		1	**ENG Step Light Color = Blue.
360	82390001	1	STEPS, REAR BODY (14x11 & 14x8)
361	82510000	1	RUB RAILS, ANODIZED ALUM
362	83010050	1	ALUMINUM TREADPLATE (PUMPER/TANKER)
363	83030355	1	REAR STEP/TAILBOARD CORNERS, STRAIGHT (PRG)

Line	Item #	Qty	Item Description/Comments
364	83030705	1	REAR FENDERS, ALUMINUM TREADPLATE
365	80290052	1	10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4)
366		1	**ENG A triple bottle compartment cannot be located on the driver's side behind rear axle.
367	80290230	1	DIVIDER FOR (3) TRIPLE SCBA COMPARTMENTS
368	80290310	1	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (1)
369	80290420	3	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT (3)
370	88520300	1	DELETE 6" SUCTION HOSE
371	88540550	1	DELETE STD SUCTION HOSE MTG
372	88550300	1	STRAINER NOT PROVIDED
373	89011500	1	LADDERS, ALCO-LITE PEL-24 24'2 SEC & PRL-14 14' ROOF & 10' FOLDING
374	89590002	1	LADDER CHUTE W/BACKBOARD STORAGE & PIKE POLE STORAGE
375	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR
376	10310310	1	ELECTRICAL
			ELECTRICAL
377	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
378	84511100	1	BODY ELECTRICAL DESCRIPTION
379	84520000	1	BACK UP ALARM, ECCO SA917
380	85010420	1	TAILLIGHTS, WHELEN M6 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
381	85110100	1	ICC LIGHTS, LED
382	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
383	85710036	1	UNDERCARRIAGE GROUND LIGHTS, TECNIQ T44 LED
384	85730100	1	UNDERCARRIAGE GROUND LIGHTS, INDEPENDENT SWITCH
385	86528999	1	DELETE REAR WORK LIGHTS
386	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)

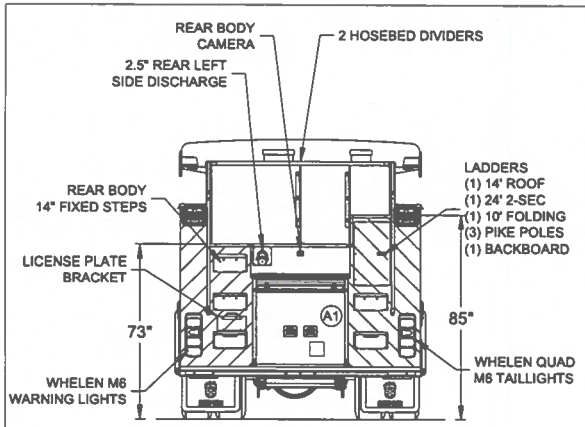
Line	Item #	Qty	Item Description/Comments
			UPPER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD UP)  Side Warning Zones Explained (Looking down on truck from sky) 
387	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES
			
388	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
389		1	**ENG Zone A, Upper Lightbar Standard Configuration = Single light bar: (2) end red LED modules, (2) corner red LED modules, (6) forward-facing red LED modules and (2) forward-facing white LED modules. All clear outer lenses. Installed on the cab roof as far forward as possible with two (2) MK8H 5in. cast aluminum risers.
390	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C
391	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)
392	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
393	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)

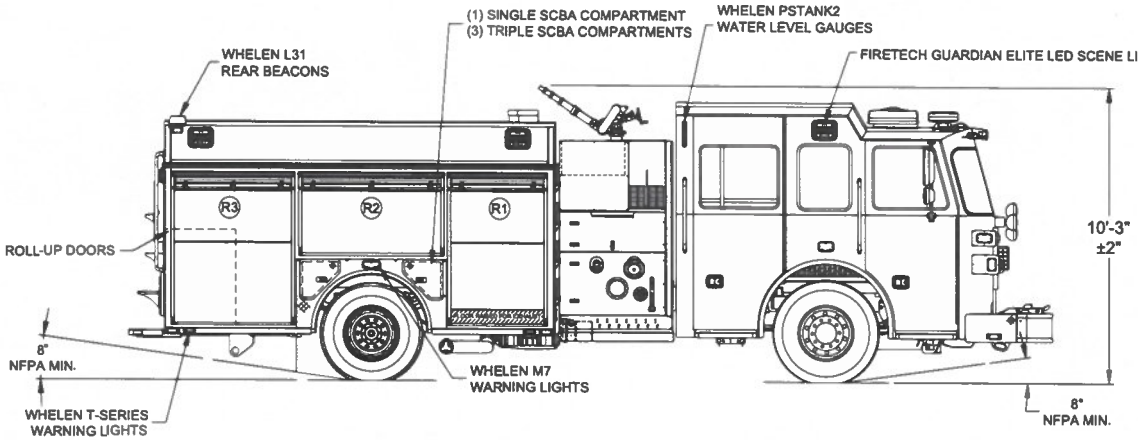
Line	Item #	Qty	Item Description/Comments
			 LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN) Side Warning Zones Explained (Looking down on truck from sky) 
394	87110210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4)
395	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
396		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
397	87210205	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 1), WHELEN M7 LED, M7* (QTY 1), T SERIES LED, TSS0* (QTY 1)
398	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
399		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
400	87310200	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6* (QTY 2)
401	87410205	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 1), WHELEN M7 LED, M7* (QTY 1), T SERIES LED, TSS0* (QTY 1)
402	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
403		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
404	87537734	1	ADDITIONAL WARNING LIGHTS, WHELEN M6 LED, M6* (PAIR) (1)
405		1	**ENG Whelen M6 LED Warning Light Color = Red.

Line	Item #	Qty	Item Description/Comments
406		1	**ENG Whelen M6 LED Lens Color = Clear.
407		1	**ENG Whelen M6 LED Mounting Location = Above Front Wheels.
408	87537739	1	ADDITIONAL WARNING LIGHTS, WHELEN T-SERIES LED, TSS0*(PAIR) (1)
409		1	**ENG Whelen ION-T Warning Light Color = Red.
410		1	**ENG Whelen T-Series Lens Color = Clear.
411		1	**ENG Whelen T-Series LED Mounting Location = Front Rub Rail.
412	87537505	1	WARNING LIGHT, ROTO-RAY, LED
413		1	**ENG Independent Deactivation Switch for Roto Ray = Provided
414		1	**ENG RotoRay Note: Chassis to provide/install RotoRay.
415	88397340	1	FIRETECH 12V LED SCENE LIGHTING PACKAGE (F1) (EXCLUDES BROW LIGHT)
416		1	**ENG Scene Light Package Details = Qty: 2 Firetech GESM Surface Mount (cab raised roof) Qty: 6 Firetech GSM surface mount (forward and rear body side corners, high on rear body)
417	88391200	1	SCENE LIGHT, WHELEN PIONEER PFH2, 12V LED, BROW (1)
418		1	**ENG Scene Light Details = CENTER BROW
419	88399940	4	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (4)
420		1	**ENG Location & Function for Additional 3-Way Switches 12V = PUMP PANEL
421	10310410	1	PAINT & FINISH
			PAINT & FINISH
422	89910000	1	CORROSION REDUCTION PROGRAM (SPECS)
423	90010020	1	PAINT SCHEME
424	90030007	1	TWO TONE CAB
425	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD

Line	Item #	Qty	Item Description/Comments
			
426		1	**ENG Upper Color for Two Tone Paint = BLACK.
427		1	**ENG Lower Color for Two Tone Paint = RED.
428	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
429	90030190	1	TEXTURED FRAME RAIL COATING, PLUMBING AREA
430	90510150	1	3" LETTERING, SCOTCHLITE, UP TO 40
431	90530230	40	ADDITIONAL 8" SCOTCHLITE LETTERS (EACH) (40)
432	90600100	1	REFLECTIVE MATERIAL, INTERIOR CAB DOORS, SCOTCHLITE STRIPE
433	90630630	1	1/2" NON-REFLECTIVE VINYL STRIPE AT CAB PAINT BREAK
434	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK
435	90630501	1	ONE PIECE "Z" STRIPE (OVER 11-3/4")
436	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
437	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE
438	90789100	1	GRAPHICS WARRANTY, AGI, 5 YEARS, MATERIAL ONLY
439	10310420	1	EQUIPMENT
			EQUIPMENT
440	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
441	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
442	10310600	1	COMPLETION & WARRANTY
			COMPLETION & WARRANTY
443	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)

Line	Item #	Qty	Item Description/Comments
444	99031195	1	DEALER DELIVERY
445	99520110	1	WARRANTY, ONE YEAR
446	99521100	1	WARRANTY, FRAME, LIFETIME
447	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
448	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
449	99521400	1	WARRANTY, PAINT, 10 YR.
450	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
451	10310500	1	DEALER SUPPLIED
			DEALER SUPPLIED
452	Other	1	DEALER SUPPLIED - OTHER - SHELVING BUDGET/LAZY SUSAN FOR HURST ED TOOLS ON SLIDEMASTER L3 COMPARTMENT
453	Other	1	DEALER SUPPLIED - OTHER - NST TO DST ADAPTERS FOR 2.5" DISCHARGES
454		1	COOPERATIVE PURCHASING AGENCY FEES (Sourcewell)

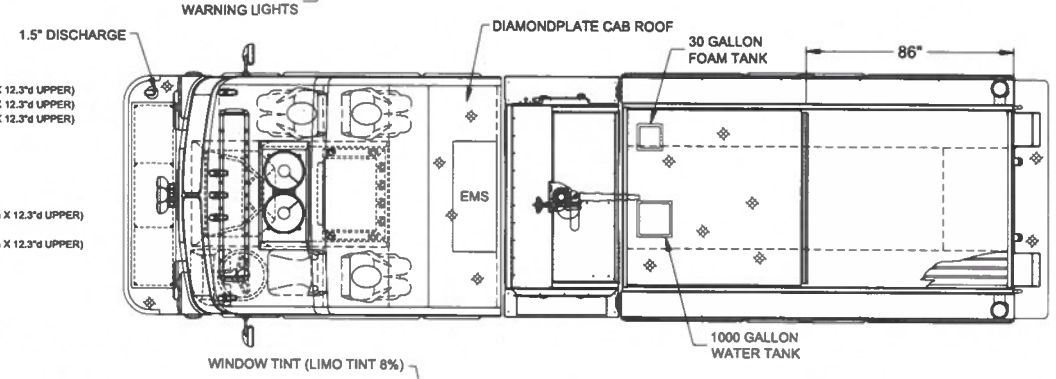


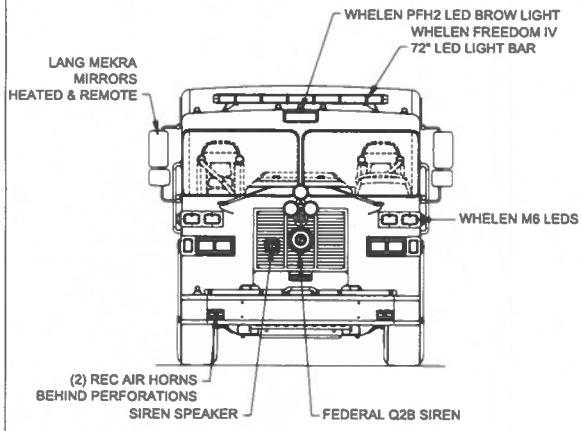


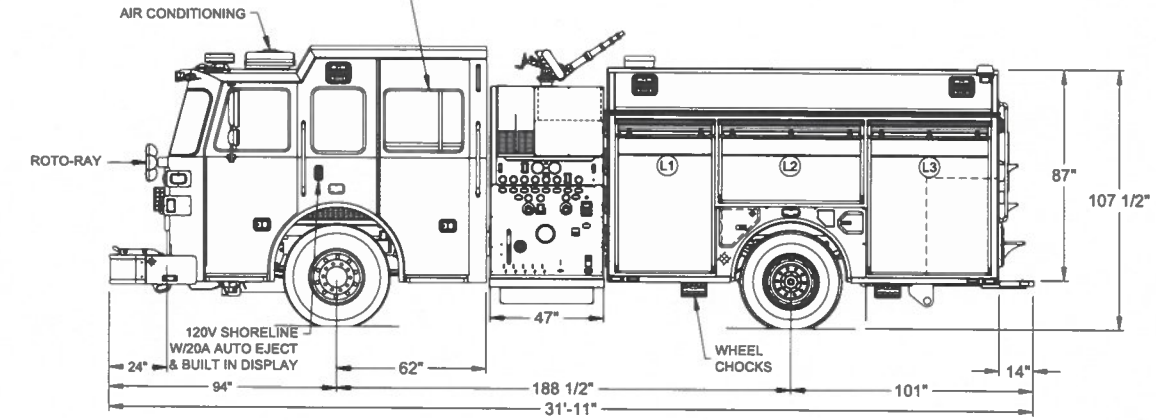
LEFT SIDE COMPARTMENTS					
COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME	
L1	ROLL-UP	38.5"w X 54.8"h	41.5"w X 66"h X 25.8"d	35.1 CU. FT.	(18"h X 12.3"d UPPER)
L2	ROLL-UP	57.5"w X 25.8"h	61.6"w X 36.8"h X 25.8"	25.1 CU. FT.	(18"h X 12.3"d UPPER)
L3	ROLL-UP	48.5"w X 54.8"h	51.5"w X 66"h X 25.8"d	43.5 CU. FT.	(18"h X 12.3"d UPPER)

RIGHT SIDE COMPARTMENTS					
COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME	
R1	ROLL-UP	38.5"w X 49.0"h	41.5"w X 60"h X 25.8"d	26.8 CU. FT.	(32.5"h X 12.3"d UPPER)
R2	ROLL-UP	57.5"w X 25.8"h	61.6"w X 36.8"h X 12.3"d	16.1 CU. FT.	
R3	ROLL-UP	48.5"w X 54.8"h	51.5"w X 66"h X 25.8"d	37.7 CU. FT.	(32.5"h X 12.3"d UPPER)

REAR STEP COMPARTMENT				
COMPT	DOORS	OPENING DIMENSIONS	INSIDE DIMENSIONS	VOLUME
A1	ROLL-UP	36.5"w X 30"h	40"h X 38.5"w X 30"d	26.7 CU. FT.
			TOTAL:	210.8 CU.FT.







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

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

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

CUSTOMER APPROVAL

NAME: _____

TITLE: _____

DATE: _____

REV.	DESCRIPTION	BY	DATE
-	-	-	-

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

DATE: 04/28/2026

DRAWN BY: J. YODER

MFG. FACILITY: URBANA

SUTPHEN

OAK PARK PUBLIC SAFETY
OAK PARK, MI

CUSTOM PUMPER - F1

DWG. NO.: OAK PARK, MI (2026 F1).dwg

SUTPHEN

PROPOSAL

TO THE:
Steve Cooper, Director of Public Safety
Oak Park Public Safety
13800 Oak Park Blvd.
Oak Park, Michigan 48237

DATE: April 28, 2026

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Sutphen Source Well # 082025-SUT cooperative purchase proposal:

One (1) Sutphen F-1 Program Pumper Complete as specified and delivered for a

Total - purchase price ..... $ 925,916.50

Total purchase price is before any Sutphen prepayment options are applied.

The apparatus and equipment being purchased hereunder shall be completed within approximately **17-19** months after Sutphen's receipt and approval of the Purchaser's acceptance of this Proposal.

This Proposal shall be valid until, **May 28th, 2026**. If a Purchase Agreement or Purchase Order is not received by Sutphen by the date of this Proposal, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

DAVID R. DESROCHERS

David R. Desrochers- Vice President - Sales
Apollo Fire Apparatus Sales and Service
(248) 736-3371 ddesrochers@apollofire.com
Authorized Representative for the Sutphen Corporation

SUTPHEN

PURCHASE AGREEMENT

FOR SUTPHEN FIRE APPARATUS

THIS AGREEMENT made and entered into this 28th day of MAY 20 26 by and between THE SUTPHEN CORPORATION, an Ohio Corporation, of Dublin, Ohio, hereinafter called "SUTPHEN" and CITY OF OAK PARK of OAK PARK MICHIGAN 48237, hereinafter called "PURCHASER", sets forth the terms whereby Purchaser agrees to purchase a fire apparatus from Sutphen pursuant to the terms contained herein.

1. **PURCHASE**: Purchaser hereby agrees to buy and Sutphen hereby agrees to sell and furnish to Purchaser the apparatus and equipment according to the Sutphen Proposal dated APRIL 28TH, 2026 and made a part hereof, and the Proposal Price Page with the Sutphen Terms and Conditions also made part of this Agreement as attached hereto ("Proposal").

2. **PURCHASE PRICE**: Purchaser agrees to pay for said apparatus and equipment the total Purchase Price EIGHT HUNDRED EIGHTY EIGHT THOUSAND EIGHT HUNDRED SEVENTY NINE DOLLARS AND EIGHTY FOUR CENTS ($ 888,879.84) based on 100% payment made within 30 days of contract signing.

   Evolving industry conditions and market volatility may materially impact the cost to manufacture fire apparatus. As such, Sutphen reserves the right to impose a price adjustment. The price adjustment will be determined using the Producer Price Index (PPI) – specifically, WPU141106843 the Commodity Data for Heavy Duty Truck Manufacturing: Buses, including military and firefighting vehicles with chassis of own manufacture. The calculation will be based on the PPI value the month of contract execution, compared to the PPI value 12 months prior to the originally slotted production completion date.

   If the PPI reflects an increase exceeding 5% over this period, the Purchaser will be subject to a price adjustment equal to the percentage increase in excess of 5%. Sutphen will provide written notice to the Purchaser as soon as it reasonably anticipates the need to apply such adjustment. Upon receipt of such notice, the Purchaser may request to terminate the Agreement; however, acceptance of such termination shall be at Sutphen's sole and absolute discretion. If the termination request is approved, a cancellation fee equal to 5% of the original contract purchase price will be applied.

3. **PAYMENT**: Final payment shall be made at the time of final inspection at the factory as per Sutphen Proposal Terms and Conditions. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

4. **FINAL COMPLETION**: The apparatus and equipment being purchased hereunder shall be completed within approximately 17-19 months after the receipt and acceptance of this agreement at Sutphen's office as per Sutphen Proposal, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

5. **MANUFACTURER'S CERTIFICATE OF ORIGIN**: Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with the terms of this Agreement. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen.

6. **SUTPHEN WARRANTIES**: Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

7. **SHORTAGES AND OMISSIONS**: The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

8. **DEFAULT**: In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

9. **PURCHASER GUARANTEES**: With the signing of this agreement, Purchaser attests that it has the full power and legal authority to enter into this agreement and guarantees that funds for its purchase are available or in the process of collection.

10. **ACCEPTANCE**: This agreement shall not be binding until it is signed and approved by an officer of the Sutphen Corporation.

11. **TAXES, ETC.:** The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by the agreement. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

12. **INSURANCE**: Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

13. **TERMINATION**: After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion:(a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

14. **GENERAL**: This agreement and the Sutphen Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in this agreement or in the Sutphen Proposal. No alteration, modification, amendment or change of this Agreement shall be binding unless executed in writing by the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is also issued, this Agreement and the Sutphen Proposal Terms and Conditions shall supersede the terms in the Purchase Order where terms may be inconsistent. This Agreement may be signed in counterparts by the parties, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto.

15. **GOVERNS**: This Agreement shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and attested by its duly authorized representatives, effective as of the date below when accepted at Sutphen Corporations offices.

SALES REPRESENTATIVE OF THE SUTPHEN CORPORATION

By DAVID R. DESROCHERS
Sales Representative

Accepted at offices of:
The Sutphen Corporation
6450 Eiterman Rd.
Dublin, Ohio 43016

By _____

Title _____

Date _____

PURCHASER

By Eric Tungate

Title City Manager

Date June 1, 2026

By _____

Title _____

Date _____

LEASING 2

June 2, 2026

Sent via Email: dbatora@oakparkmi.gov

Daniel Batora
Administrative Lieutenant/Fire Marshal
City of Oak Park

Re: Financing for (1) Sutphen F-1 Pumper

PLEASE READ: Carefully follow the instructions below, checking off each item as completed. Documentation completed improperly will have to be redone and possibly delay funding. If you have any questions, please call us at (813) 258-9888 x14.

ALSO:

- ✓ Please execute documents in **BLUE** ink.
- ✓ As these are legal documents, we cannot accept double-sided printouts.

☐ ***Lease Purchase Agreement***

- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit A – Resolution of Governing Body Extract of Minutes***

- Enter the date your resolution was adopted.
- Signed by Lessee's authorized signatory.
- Signed and dated by Secretary/Clerk or other authorized board member of Lessee at bottom of page.

☐ ***Exhibit B – Opinion of Lessee's Counsel***

- Printed on attorney's letterhead and signed by attorney. Original signature required.

☐ ***Exhibit C – Page Intentionally Blank***

☐ ***Exhibit D – Description of Equipment***

- Enter the address where the equipment will be located.
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit E – Payment Schedule***

- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit F – Acceptance Certificate***

- Please **DO NOT CHECK ANY BOXES** – this will be completed at closing, and you will receive a fully executed Agreement post-closing.
- Signed by Lessee's authorized signatory.

☐ ***Exhibit G – Essential Use/Source of Funds Letter***

- Enter a description of how the equipment will be used and the services it will provide.
- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit H – Designation of Bank Qualification***

- Signed and dated by Lessee's authorized signatory.

☐ ***Exhibit I – Notice and Acknowledgement of Assignment***

- Signed and dated by Lessee's authorized signatory.

☐ ***Insurance Coverage Requirement***

- Enter the name, address & phone number of your insurance agent.
- If self-insured, check Item 2 and provide information regarding the nature of your self-insurance program along with the amounts of liability and physical damage coverage listed on a certificate.

☐ ***Billing Information***

- Enter all the requested information.

☐ ***Internal Escrow Letter***

- Signed and dated by Lessee's authorized signatory.

☐ ***Performance Bonds***

- May require additional signature. We will advise if sent

✓ **POST FUNDING REQUIREMENTS**

☐ ***IRS Form 8038-G***

- We will email you this form for signature after the lease is funded.

☐ ***Vehicle Titling***

- You will have vehicle titled with security interest of first lienholder. Reference the back of the Certificate of Origin for the lienholder's name and address. If the lienholder is not listed on the Certificate of Origin, please contact us prior to titling.
- Scan and email us a copy of the receipt from the titling authority when done.

☐ ***Escrow Disbursements***

- Disbursement documents authorizing release of vendor payments upon equipment acceptance will need to be signed.

ALL DOCUMENTATION SHOULD BE EMAILED FOR REVIEW PRIOR TO RETURNING.

PLEASE RETURN ALL DOCUMENTS BY: ***JUNE 17, 2026***

Email to:
Donna Womack
dwomack@leasing2.com
Phone: (813) 258-9888, Ext. 14

Overnight to:
Leasing 2, Inc.
1720 W. Cass St.
Tampa, FL 33606

Alternate contact:
Carter Meyers
cmeyers@leasing2.com
Phone: (813) 258-9888, Ext. 15

Thank you for your business.

LEASE-PURCHASE AGREEMENT

LESSEE:
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48237

LESSOR:
Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Dated as of June 20, 2026

This Lease-Purchase Agreement (the "Agreement") dated as of **June 20, 2026** by and between **Leasing 2, Inc.** ("Lessor"), and **City of Oak Park** ("Lessee"), a body corporate and politic duly organized and existing under the laws of the State of **Michigan** ("State").

WITNESSETH:
WHEREAS, Lessor desires to lease the Equipment, as hereinafter defined, to Lessee, and Lessee desires to lease the Equipment from Lessor, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS
Section 1.01. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Agreement" means this Lease-Purchase Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof.
"Commencement Date" is the date when the term of this Agreement begins and Lessee's obligation to pay rent accrues, which shall be the commencement date shown on the Exhibit E Payment Schedule.
"Equipment" means the property described in Exhibit D and which is the subject of this Agreement.
"Lease Term" means the Original Term and all Renewal Terms provided for in this Agreement under Section 4.01.
"Lessee" means the entity which is described in the first paragraph of this Agreement and which is leasing the Equipment from Lessor under the provisions of this Agreement.
"Lessor" means (i) **Leasing 2, Inc.**, acting as Lessor hereunder; (ii) any surviving resulting or transferee corporation; and (iii) except where the context requires otherwise, any assignee(s) of Lessor.
"Original Term" means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at the Commencement Date.
"Purchase Price" means the amount indicated with respect to any date after payment of all Rental Payments (defined below) due through such date, all as set forth in Exhibit E hereto, or Supplemental Exhibit E hereto, as the case may be.
"Renewal Terms" means the renewal terms of this Agreement as provided for in Article IV of this Agreement, each having a duration of one year and a term co-extensive with the Lessee's fiscal year, except the last of such automatic renewal terms which shall end on the due date of the last Rental Payment set forth in Exhibit E to this Agreement.
"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of this Agreement during the Lease Term, payable in consideration of the right of Lessee to use the Equipment during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to the Lessor or its assignee in the amounts and at the times during the Lease Term, as set forth in Exhibit E of this Agreement.
"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessee has purchased or is purchasing the Equipment.

ARTICLE I I COVENANTS OF LESSEE
Section 2.01 Lessee represents, covenants and warrants, for the benefit of Lessor and its assignees, as follows:
(a) Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State.
(b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body, corporate and politic.
(c) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby, and to perform all of its obligations hereunder.
(d) Lessee has been duly authorized to execute and deliver this Agreement under the terms and provisions of the resolution of its governing body, attached hereto as Exhibit A, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. Lessee shall cause to be executed and delivered to Lessor an opinion of its counsel substantially in the form attached hereto as Exhibit B.
(e) During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
(f) During the period this Agreement is in force, Lessee will annually provide Lessor with such current financial statements, budgets, proof of appropriation for ensuing fiscal year or such other financial information relating to the decision of Lessee to continue this Agreement as may be reasonably requested by Lessor or its assignee.
(g) The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term and all Renewal Terms.
(h) The Equipment is, and during the period this Agreement is in force will remain, personal property and when subjected to use by the Lessee under this Agreement, will not be or become fixtures.
(i) Lessee shall not voluntarily or involuntarily create, incur, assume or suffer to exist any lien, security interest or other encumbrance or attachment of any kind whatsoever on, affecting or with respect to the Equipment.
(j) Lessee shall not give up possession or control of the Equipment.
(k) Lessee shall not change the location of the Equipment without giving prior written notice of the proposed new location to the Lessor and provided that Lessee shall obtain and deliver to Lessor any landlord waivers reasonably requested by Lessor so as to protect Lessor's right, title and interest in and to the Equipment and Lessor's ability to exercise its remedies with regard to the Equipment. The Equipment shall not be used outside of the United States without Lessor's prior written consent.
(l) Lessee shall not alter or modify the Equipment in any manner which would reduce the value or the marketability thereof.
(m) Lessee will take no action that will cause the interest portion of any Rental Payment to become includable in gross income of the recipient for purposes of federal income taxation under the Code, and Lessee will take, and will cause its officers, employees and agents to take, all affirmative action legally within its power to prevent such interest from being includable in gross income for purposes of federal income taxation under Section 103(a) of the United States Internal Revenue Code of 1986 as amended (the "Code"). Lessee represents and warrants that the Lease is to be treated as an obligation of a political subdivision of a state within the meaning of Section 103(c)(1) of the Code.
(n) Lessee is and shall remain in compliance with all laws, rules, regulations and orders applicable to Lessee, including U.S. economic and trade sanctions, and anti-corruption, anti-bribery, anti-money laundering and anti-terrorism laws.

ARTICLE III LEASE OF EQUIPMENT
Section 3.01 Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment, in accordance with the provisions of this Agreement, to have and to hold for the Lease Term.

ARTICLE IV LEASE TERM
Section 4.01. Commencement of Lease Term. The Original Term of this Agreement shall commence on the Commencement Date and shall terminate on the last day of Lessee's fiscal year then in effect. Lessee may renew this Agreement beyond the expiration of the Original Term, or beyond the expiration of any Renewal Term then in effect, up to the number of additional fiscal years provided in Exhibit E of this Agreement by appropriating sufficient funds to make scheduled Rental Payments for the ensuing fiscal year (each a "Renewal Term"). Terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in Exhibit E of this Agreement.
Section 4.02. Termination of Lease Term. The Lease Term will terminate upon the earliest of any of the following events:
(a) The expiration of the Original Term or any Renewal Term of this Agreement and the non-renewal of this Agreement in the event of non-appropriation of funds pursuant to Section 6.07;
(b) The exercise by Lessee of the option to purchase the Equipment before expiration of this Agreement granted under the provisions of Articles IX or XI of this Agreement;
(c) A default by Lessee and Lessor's election to terminate this Agreement under Article XIII; or
(d) Payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder through the full lease term.

Section 4.03. Return of Equipment on Termination. Upon expiration or earlier termination of the Original Term or any Renewal Term under any provision of this Agreement at a time when Lessee does not exercise its option to purchase the Equipment granted under the provisions of Articles IX or XI of this Agreement, Lessee hereby agrees to deliver the Equipment to Lessor packaged or otherwise prepared in a manner suitable for shipment by truck or rail common carrier to a location specified by Lessor. All expenses resulting from the return of Equipment on termination will be borne by Lessee.

ARTICLE V ENJOYMENT OF EQUIPMENT

Section 5.01. Provided that no default or event of default shall have occurred hereunder, Lessor hereby covenants that during the Lease Term Lessor will not interfere with Lessee's quiet use and enjoyment of the Equipment.

Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE VI RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee.

Section 6.02. Payment of Rental Payments. During the Original Term and during each Renewal Term elected by Lessee, Lessee shall pay Rental Payments, exclusively from any and all legally available funds, in lawful money of the United States of America, exclusively to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in Exhibit E hereto. Rental Payments shall be in consideration for Lessee's use of the Equipment during the applicable year in which such payments are due. The Rental Payment amounts set forth in Exhibit E are based on the Equipment Cost to be paid by Lessor being the amount set forth in Exhibit E. Lessor shall have no obligation to pay or disburse any amount greater than the amount set forth as the Equipment Cost. Lessee shall not amend any purchase contract, purchase order, or any other agreement that would have the effect of increasing the cost of the Equipment above set forth in Exhibit E as the Equipment Cost without the prior written consent of Lessor. In the event that the actual cost of the Equipment is greater than the amount set forth in Exhibit E, Lessee shall be solely responsible for and hereby agrees to promptly pay such excess to the vendor (s), provided that Lessee may request that Lessor finance such excess, which Lessor may, in its sole discretion elect to do or decline to do. Lessee shall indemnify and hold Lessor harmless from and against any loss, damages, costs and expenses resulting from or relating to any increase in the Equipment Cost. If Lessor, in its sole discretion, elects to finance such excess the amount of each installment of rent will be increased to provide the same yield to Lessor as would have been obtained if the actual cost had been the same as the stated Equipment Cost. In such event, Lessee shall at the request of Lessor execute and deliver an amendment reflecting the increase in the Equipment Cost and the Rental Payments.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of principal. Exhibit E hereto sets forth the interest component and the principal component of each Rental Payment during the Lease Term.

Section 6.04. Additional Interest in the Event the Interest is Taxable. Lessee acknowledges that Lessor's yield with respect to this Agreement is dependent upon the full amount of each Rental Payment being excluded from Lessor's income pursuant to the Code. Accordingly, if at any time, as a result of a determination that Lessee has breached a representation or covenant contained herein, or as a result of any change in the Code, any payment of either the interest component or the principal component of any Rental Payment is, in the opinion of counsel for the Lessor, subject to or affected by any income, preference, excess profits, minimum or other federal tax, Lessee shall pay, as additional interest, an amount which is necessary to provide to Lessor the same net income as Lessor would have received but for such event. Lessor's calculations of such additional interest shall be binding upon Lessee in the absence of manifest error.

Section 6.05. Rental Payments to be Unconditional. During the Original Term and during each Renewal Term elected by Lessee, the obligations of Lessee to make payment of the Rental Payments required under this Article VI and other sections hereof and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, except as expressly provided under this Agreement. Notwithstanding any dispute between Lessee and Lessor, any Vendor or any other person, Lessee agrees to pay all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such payments when required under this Agreement. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term elected by Lessee shall not be abated through accident or unforeseen circumstances.

Section 6.06. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.07, to continue the Lease Term through the Original Term and all the Renewal Terms hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. The officer of Lessee responsible for budget preparation shall do all things lawfully within his/her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, to have such portion of the budget approved, and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds is within the discretion of Lessee's governing body.

Section 6.07. Termination by Nonappropriation. In the event Lessee does not appropriate sufficient funds for the payment of the Rental Payments scheduled to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the then current Original Term or Renewal Term, and Lessee shall not be obligated to make payment of the Rental Payments provided for in this Agreement beyond the end of the then current Original or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original or Renewal Term.

Section 6.08. Late Charges. If any Rental Payment is not paid in full to Lessor within fifteen (15) days after the payment first became due and payable, Lessee shall immediately pay to Lessor an additional one time late charge equal to five (5%) percent or, if less the maximum rate permitted by law, of each such amount past due along with the Rental Payment. If any Rental Payment remains unpaid beyond 45 days after it first became due and payable, or if Lessor has elected to exercise any remedies following an event or default, interest shall accrue on past due amounts at the rate of 1% per month or the highest rate allowed by law, whichever is less. Partial payments by Lessee shall be applied first to the accrued interest component of past due Rental Payments and the balance to the remaining principal component of past due Rental Payments.

Section 6.09. Prepayment. Lessee shall have the right to prepay principal components of Rental Payments in whole on any date set forth in Exhibit E by paying the then applicable Purchase Price set forth in Exhibit E on such date.

ARTICLE VII TITLE TO EQUIPMENT

Section 7.01. Title to the Equipment. During the term of this Agreement, title to the Equipment and any and all additions, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 13.01 or nonappropriation as set forth in Section 6.07, title to Equipment, shall immediately vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor.

Section 7.02. Security Interest. To secure the payment of all Lessee's obligations under this agreement, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee hereby authorizes Lessor to prepare and file such financing statements, any amendments thereto and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee hereby acknowledges the receipt of copies of the financing statements prepared by Lessor and hereby confirms the accuracy of the information contained therein. Lessee further agrees to execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VIII MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and that Lessee will from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Lessor shall have no responsibility in any of these matters, or for the making of improvements or additions to the Equipment.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. In the event that the use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes of Lessor), Lessee will pay during the Lease Term, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment and any equipment or other property acquired by Lessee in substitution for, as a renewal or replacement of, or a modification, improvement or addition to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Agreement is in effect.

Section 8.03. Provisions Regarding Insurance. At its own expense, Lessee shall cause casualty, public liability and property damage insurance to be carried and maintained, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Equipment, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but other properties. If Lessee insures similar properties by self-insurance and upon approval by Lessor, Lessee may insure the Equipment by means of an adequate insurance fund.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Equipment.

Any insurance policy pursuant to this Section 8.03 shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. The Net Proceeds (as defined in Section 9.01) of the insurance required in this Section 8.03 shall be applied as provided in Article IX hereof. Each insurance policy provided for in this Section 8.03 shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation.

Section 8.04. Advances. In the event Lessee shall fail to perform any of its obligations hereunder Lessor may (but shall be under no obligation to) take such action as may be necessary to cure such failure, including, without limitation, the advancement of money; and all amounts so advanced by Lessor shall become additional rent for the then current Original Term or Renewal Term, which amounts, together with interest thereon at the rate of 12% per annum, or if less the maximum rate permitted by law, Lessee agrees to pay.

ARTICLE IX DAMAGE, DESTRUCTION AND CONDEMNATION: USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. If prior to the termination of the Lease Term (a) the Equipment or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of the Equipment or any part thereof or the estate of Lessee or Lessor in the Equipment or any part thereof shall be taken under the exercise of the power eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorney's fees) incurred in the collection of such claims or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01 hereof, Lessee shall either (a) complete the work and pay any cost in excess of the amount of Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 9.02, Lessee shall not be entitled to any reimbursement therefore from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof or (b) if Lessee is not in default hereunder, Lessee shall pay to Lessor the amount of the then applicable Purchase Price, and, upon such payment, the Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article XI of this Agreement. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by Lessee.

ARTICLE X DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF EQUIPMENT

Section 10.01. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR WARRANTY WITH RESPECT THERETO. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement or the existence, furnishing, functioning or Lessee's use of any item of Equipment.

Section 10.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, if any which Lessor may have against the Vendor of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the reasonable opinion of the Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement.

ARTICLE XI OPTION TO PURCHASE

Section 11.01 At the request of Lessee, Lessor's interest in the Equipment and additional Rental Payments will be terminated and this Agreement shall terminate:

(a) At the end of the final Renewal Term, upon payment by Lessee of all Rental Payments scheduled as set forth in Exhibit E to this Agreement; or

(b) if the Lease Term is terminated pursuant to Article IX of this Agreement, in the event of total damage, destruction or condemnation of the Equipment; or

(c) any time when Lessee is not on such date in default under this Agreement, upon payment by Lessee of the then applicable Purchase Price to Lessor.

Upon the occurrence of any of such events, Lessor shall , if requested by Lessee, deliver a Bill of Sale of its remaining interest in the Equipment to Lessee "AS IS - WHERE IS" without additional cost or payment by Lessee.

ARTICLE XII ASSIGNMENT, SUBLEASING, INDEMNIFICATION MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Agreement, and the rights of Lessor hereunder, may be assigned and reassigned in whole or in part to one or more assignees and subassignees by Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of Lessee; provided, however, that no such assignment or reassignment shall be effective unless and until (i) Lessee shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (ii) in the event that such assignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee, to furnish such information to Lessee. Upon receipt of notice of assignment, Lessee agrees to keep a written record thereof, and to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents which may be reasonably requested by Lessor or its assignee to protect their interests in this Agreement.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 12.03. Lessee Negligence. To the extent permitted by the laws and Constitution of the State, Lessee shall protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest arising out of or as the result of the entering into this Agreement, the ownership of any item of the Equipment, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death of any person, to the extent that such liability, obligation, loss, claim or damage arises out of or is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. The obligation of Lessee arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all other obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XIII EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default Defined. The following shall be "events of default" under this Agreement and the terms "event of default" and "default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein; and

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Section 13.01 (a), for a period of 30 days after written notice, specifying such failure and requesting that it be remedied as given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to the expiration, provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(c) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment, or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The foregoing provisions of this Section 13.01 are subject to (i) the provisions of Section 6.07 hereof with respect to nonappropriation; and (ii) if by reason of force majeure Lessee is unable in whole or in part to carry out its agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI hereof, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other employee relations disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the state wherein Lessee is located or any of their departments, agencies or officials, or any civil or military authority, insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

Section 13.02. Remedies on Default. Whenever any event of default referred to in Section 13.01 hereof shall have happened and be continuing, Lessor shall have the right at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) Declare all Rental Payments due or to become due during the Original Term or Renewal Term then in effect to be immediately due and payable, whereupon such Rental Payments shall be immediately due and payable;

(b) With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment for the account of Lessee, and apply the proceeds of such sale, lease or sublease to pay the following items in the following order: (i) all cost and expenses of Lessor relating to the implementation of remedies under this Agreement as further provided herein; (ii) the applicable Purchase Price of the Equipment and (iii) the Rental Payments due during the Original Term or Renewal Term then in effect; and

(c) Take whatever action under the Uniform Commercial Code or under other law or in equity as may appear necessary or desirable to enforce its rights as the owner or secured creditor of the Equipment.

Lessee further agrees that Lessee shall pay to Lessor such further amounts as may be sufficient to reimburse Lessor fully for its costs and expenses as incurred as a result of Lessee's default including, without limitation, Lessor's costs and expenses in enforcing, or endeavoring to enforce, its rights and remedies under the Agreement or incident thereto, including without limitation and to the extent not prohibited by applicable law, the Lessor's reasonable attorney's fees and expenses for enforcing Lessee's obligations hereunder.
Section 13.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy give under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIV MISCELLANEOUS

Section 14.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business.
Section 14.02. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.
Section 14.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
Section 14.04. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the Lessor and the Lessee.
Section 14.05. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
Section 14.06. Delayed Closing. In the event of a delayed closing, Lessor shall receive as additional compensation any amount that accrues between the Commencement Date and the Closing Date.
Section 14.07. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
Section 14.08. Captions. The captions or headings in this Agreement are for convenience only and do not define, limit or describe the scope or intent of any provisions of sections of this Agreement.
Section 14.09. Entire Agreement. This Agreement and the executed Exhibits attached hereto constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations or warranties, express or implied, not specified herein, regarding this Agreement or the equipment leased hereunder.
Section 14.10. Counterparts; Electronic Signature. This Agreement may be signed by the parties in counterparts which together shall constitute one and the same agreement among the parties. Each party hereby acknowledges and agrees that this Agreement constitutes an Electronic Record and may be executed using Electronic Signatures (including, without limitation, facsimile, .pdf and DocuSign) and shall be considered original signatures for all purposes, and shall have the same legal effect, validity and enforceability as a paper record. For purposes hereof, "Electronic Record" and "Electronic Signature" shall have the meanings assigned to them, respectively, by 15 USC §7006, as it may be amended from time to time.
Section 14.11. Correction of Documents. Lessee agrees to execute and deliver, or provide, as required by Lessor, any documents and information, from time to time, that may be necessary for the purpose of correcting any errors or omissions in this Agreement or to reflect the true intent of Lessor in this transaction. All such documents and information must be satisfactory to Lessor.
Section 14.12 WAIVER OF JURY TRIAL. Lessee and Lessor hereby irrevocably waive any right to a jury trial with respect to any matter arising under or in connection with this Agreement and agree that any dispute shall be determined by a court sitting without a jury.
Section 14.13. Performance Bonds. If requested by Lessor to facilitate payments to vendors in advance of delivery and acceptance, Lessee agrees to require the Equipment manufacturer, and all other contractors and/or subcontractors (collectively, "Contractors") with whom Lessee has contracted for the acquisition of the Equipment, to provide performance bond satisfactory to Lessor conditioned upon the construction of the Equipment as expeditiously as reasonably possible from the date of execution of such Lease and also conditioned upon delivery of possession of the Equipment to the Lessee free and clear of all liens and encumbrances, except the security interest granted to Lessor under the Lease-Purchase Agreement. Each such bond shall be in a form and with a surety acceptable to Lessor and shall name Lessor as a dual obligee. The Lessee shall proceed promptly to pursue diligently any remedies available against a Contractor that is in default under any agreement relating to the acquisition and construction of the Equipment and/or against each surety on any bond securing the performance of such Contractor's obligations with respect to the acquisition and construction of the Equipment. The Lessee and Lessor shall cause the net proceeds recovered by way of the foregoing to be applied, at Lessor's option, to (i) the completion of the Equipment, or (ii) the payment of all rent payments then due plus the then applicable Termination Balance. Any balance of net proceeds remaining after completion of Equipment construction or payment of the outstanding balance owed under the applicable Lease shall be paid promptly to Lessee.
Section 14.14. Time is of the Essence. Lessor and Lessee agree that time is of the essence of all provisions of each Lease entered into under this Agreement.

Any terms and conditions of any purchase order or other document submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply to this Agreement. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, Lessor has executed this Agreement in its corporate name and by its duly authorized officer, and Lessee has caused this Agreement to be executed in its corporate name and by its duly authorized officer. All of the above occurred as of the date first written below; this Agreement shall be binding on Lessee beginning on the date it is accepted and executed by Lessor.

LESSEE: City of Oak Park	**LESSOR: Leasing 2, Inc.**
By: _____ Erik Tungate	By: _____
Title: City Manager	Title: _____
Date: _____	Date: _____

EXHIBIT A

RESOLUTION OF GOVERNING BODY
EXTRACT OF MINUTES

LESSEE: **City of Oak Park**

At a duly called meeting of the governing body of Lessee held on the _____ day of _____, 20_____, the following resolution was introduced and adopted.

WHEREAS, the governing body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described in the Lease-Purchase Agreement by and between Lessee and **Leasing 2, Inc.**; and has further determined that the Equipment will be used solely for essential governmental functions and not for private business use.

WHEREAS, Lessee has taken the necessary steps, including, without limitation to compliance with legal bidding requirements, under applicable law to arrange for the acquisition of such Equipment.

BE IT RESOLVED, by the governing body of Lessee that the terms of said Lease-Purchase Agreement and Escrow Agreement are in the best interest of Lessee for the acquisition of such Equipment, and the governing body of Lessee designates and confirms the following person to execute and deliver, the Lease-Purchase Agreement and Escrow Agreement and any related documents necessary to the consummation of the transactions contemplated by the Lease-Purchase Agreement and Escrow Agreement.

_____ (Signature of Party to Execute Lease-Purchase Agreement and Escrow Agreement)

Erik Tungate, City Manager (Print Name and Title)

The undersigned further certifies that the above resolution has not been repealed or amended and remains in full force and effect and further certifies that the above and foregoing Lease-Purchase Agreement and Escrow Agreement is the same as presented at said meeting of the governing body of Lessee.

_____
Secretary/Clerk

_____
Print Name and Title

_____
Date

{LETTERHEAD OF LESSEE'S COUNSEL}

EXHIBIT B

OPINION OF LESSEE'S COUNSEL

LESSEE: **City of Oak Park**

DATE OF AGREEMENT: **June 20, 2026**

Leasing 2, Inc.
1720 West Cass Street
Tampa, FL 33606-1230

Ladies/Gentlemen:

As counsel for **City of Oak Park** ("Lessee"), I have examined duly executed originals of the Lease-Purchase Agreement and Escrow Agreement, if applicable (the "Agreement"), between Lessee and Leasing 2, Inc. ("Lessor"), dated as of **June 20, 2026** and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon such examination and upon such other examination as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of **Michigan.**

2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provisions which authorize this transaction and Resolution No. _____, attached as Exhibit A to the Agreement.

3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.

4. Applicable public bidding requirements have been complied with.

5. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, state or federal, which questions or affects the validity of the Agreement.

6. The signature of the officer of Lessee which appears on the Agreement is true and genuine; I know said officer and know him/her to hold the office set forth below his/her names.

7. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.

8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee during the term of the Lease and the Equipment will be exempt from any state and local personal property or other ad valorem taxes during the term of the Lease.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein.

Sincerely,

_____

ORIGINAL SIGNATURE LETTER IS REQUIRED

EXHIBIT C

PAGE INTENTIONALLY BLANK

EXHIBIT D

DESCRIPTION OF EQUIPMENT

The Equipment which is the subject of the attached Lease-Purchase Agreement is as follows:

(1) Sutphen F-1 Pumper, VIN: _____

together with all additions, accessions and replacements thereto.

Lessee hereby certifies that the description of the personal property set forth above constitutes an accurate description of the "Equipment", as defined in the attached Lease-Purchase Agreement.

LOCATION OF THE EQUIPMENT:

14000 Oak Park Blvd.

Oak Park, MI 48237

After Lessee signs this Agreement, Lessee authorizes Lessor to insert any missing information or change any inaccurate information (such as the model year of the Equipment or its serial number or VIN) into the Description of Equipment.

LESSEE: **City of Oak Park**

By: _____
Erik Tungate

Title: City Manager

Date: _____

EXHIBIT E

PAYMENT SCHEDULE

LESSEE: City of Oak Park
EQUIPMENT COST: $888,879.84
COMMENCEMENT DATE: 6/20/2026
INTEREST RATE: 4.82%

PAYMENT NO.	DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE PRICE*
1	6/20/2027	$204,262.58	$42,803.57	$161,459.01	$746,051.06
2	6/20/2028	$204,262.58	$35,028.59	$169,233.99	$570,781.58
3	6/20/2029	$204,262.58	$26,879.21	$177,383.37	$388,220.89
4	6/20/2030	$204,262.58	$18,337.41	$185,925.17	$198,065.68
5	6/20/2031	$204,262.58	$9,384.28	$194,878.30	$0.00
Grand Totals		**$1,021,312.90**	**$132,433.06**	**$888,879.84**	

LESSEE: **City of Oak Park**

By: _____
Erik Tungate

Title: City Manager

Date: _____

* After payment of Rental Payment due on such date.

EXHIBIT F

ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Lease-Purchase Agreement (the "Agreement") dated **June 20, 2026**, with **Leasing 2, Inc.** ("Lessor"), hereby acknowledges:

1. _____ **Equipment delivered and accepted**: Lessee has received in good condition all the Equipment described in the Agreement and in Exhibit D thereto and accepts the Equipment for all purposes this _____ day of _____, 20_____,

2. _____ **Equipment delivery has not yet taken place**: The Equipment described in the Agreement and in Exhibit D thereto, has not been delivered. Lessor has agreed to deposit into an escrow account an amount sufficient to pay the total cost of the Equipment identified in Exhibit D of the Agreement. Exhibit E accurately reflects the Lease Amount. Lessee agrees to execute an Acceptance Certificate and Payment Request Form authorizing payment of the Equipment, or a portion thereof, for each withdrawal of funds from the Escrow Account. Lessee's obligation to commence Rental Payments as set forth in Exhibit E-Payment Schedule is absolute and unconditional as of the Commencement Date, subject to the terms and conditions of the Agreement. Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

3._____ **Vendor will be paid in full prior to delivery of equipment**: A 100% pre-funding will be made by Lessor to Vendor of the lease amount identified as "Equipment Cost" on the Exhibit E – Payment Schedule of the Agreement. Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred (including Lessor's attorneys' fees). Lessee further acknowledges that the Agreement is not subject to the successful delivery of the Equipment, and that in the event of non-performance by the Vendor, Lessee will retain all responsibility for performance under the Agreement.

Lessee certifies that Lessee has fully and satisfactorily performed all its covenants and obligations required under the Agreement and confirms that the Agreement will commence as defined by "Commencement Date" in the attached Agreement, and it will commence payments in accordance with Article VI of the Agreement.

The undersigned officer of the Lessee hereby reaffirms on behalf of the Lessee in all respects the covenants of the Lessee set forth in Article II of the Agreement and represents that, to the best of his or her knowledge, information and belief, the expectations therein expressed were reasonable as of the Commencement Date, and that there were, and are as of the date on which they were made, and are reasonable as of the Commencement Date, no facts, estimates or circumstances other than those expressed therein that would materially affect the expectations expressed therein.

LESSEE: **City of Oak Park**

By: _____
Erik Tungate

Title: City Manager

EXHIBIT G

ESSENTIAL USE/SOURCE OF FUNDS LETTER

TO: **Leasing 2, Inc.**

RE: Lease-Purchase Agreement Dated **June 20, 2026.**

Reference is made to certain Lease-Purchase Agreement dated **June 20, 2026,** between **Leasing 2, Inc.** and **City of Oak Park,** leasing the personal property described in Exhibit D to such Lease. This confirms and affirms that such equipment is essential to the functions of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. **Specifically, the Equipment was selected by us to be used as follows:**

Please describe USE of equipment: _____

_____

_____

_____

Sincerely,

_____ _____

Erik Tungate, City Manager Date

EXHIBIT H

DESIGNATION OF BANK QUALIFICATION

In consideration of the mutual covenants of the Lessor and Lessee pursuant to the Lease-Purchase Agreement dated **June 20, 2026**, (the "Agreement") between **Leasing 2, Inc.** ("Lessor") and **City of Oak Park** ("Lessee"), such Agreement is modified as follows:

Lessee certifies that it reasonably anticipates that it and all its subordinate entities will not issue more than $10,000,000 of "qualified tax-exempt obligations" (as that term is defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986 ("the Code") during the current calendar year.

Further, lessee hereby designates the Agreement as a "qualified tax-exempt obligation" in accordance with Section 265 (b)(3)(B) of the Code so that it is eligible for the exception contained in Section 265 (b)(3) of the Code and further certifies for the purpose of the overall limitation of Section 265 (b)(3)(D) of the Code that it and its subordinate entities have not as of this calendar year issued more than $10,000,000 of obligations which it has designated for these purposes.

All terms contained herein, not otherwise defined shall have the same meaning as such terms are used and defined in the Lease.

LESSEE: **City of Oak Park**

By: _____
Erik Tungate

Title: City Manager

Date: _____

EXHIBIT I

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Leasing 2, Inc. ("Lessor") hereby gives notice to the **City of Oak Park** ("Lessee") that Lessor has assigned all rights to payments under the Lease-Purchase Agreement, dated as of **June 20, 2026**, between **Leasing 2, Inc.** ("Lessor") and **City of Oak Park** ("Lessee"). **Leasing 2, Inc.** ("Lessor") hereby requests, gives notice and instructs **City of Oak Park** ("Lessee") that payments that hereafter come due pursuant to the Lease-Purchase Agreement be paid to **Santander Bank, N.A.** or its Assignee.

Santander Bank, N.A.
P.O. Box 847386
Boston, MA 02284-7386

LESSEE: **City of Oak Park**

By: _____
Erik Tungate

Title: City Manager

Date: _____

INSURANCE COVERAGE REQUIREMENT

TO: **Leasing 2, Inc. and/or its Assigns**
1720 West Cass Street
Tampa, FL 33606-1230

FROM: **City of Oak Park**
14000 Oak Park Blvd.
Oak Park, MI 48237

RE: INSURANCE COVERAGE REQUIREMENTS **(Check one):**

_____ 1. In accordance with Section 8.03 of the Agreement, we have instructed the insurance agent named below (please fill in insurance contact information)

AGENCY NAME: _____

CONTACT NAME: _____

ADDRESS: _____

CITY/ ST/ ZIP: _____

TELEPHONE: _____

EMAIL ADDRESS: _____

to issue Certificate of Insurance coverage showing the following:

☐ **Equipment Description – Include all applicable: Make/Model/Year, VIN, serial number (s), etc.**

☐ **Deductible - Note the deductible amounts on the policy**

All risk coverage to guarantee proceeds of Full Replacement Value noted on the policy

☐ **Public Liability – Minimum Coverage Required:**

$ 500,000 per person
$1,000,000 aggregate bodily injury liability
$1,000,000 property damage liability

☐ **Additional Insured and Loss Payee**

Leasing 2, Inc. and/or its Assigns MUST be listed as Additional Insured and Loss Payee

Please forward certificate as soon as possible to: akeys@leasing2.com or Fax (813) 258-9333

_____ 2. Pursuant to Section 8.03 of the Agreement, we are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letterform together with a copy of the statute authorizing this form of insurance.

By: _____
Erik Tungate

Title: City Manager

Date: _____

BILLING INFORMATION

Please indicate below how you would like us to bill you for the lease payments due under this Agreement, including a contact name, if applicable:

Contact Name:_____

Company:_____

Street Address or Box #:_____

City, State, Zip: _____

County: _____

Telephone:_____(_____)_____

Email Address:_____

Invoice Reference: _____(1) Sutphen F-1 Pumper_____

Internal Escrow Letter

June 20, 2026

Santander Bank, N.A.
P.O. Box 847386
Boston, MA 02284-7386

Re: Lease Purchase Agreement dated **June 20, 2026** (the "Lease") by and between: **City of Oak Park** ("Lessee") and Leasing 2, Inc. ("Lessor"), concurrently assigned to Santander Bank, N.A. ("Assignee").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing a **(1) Sutphen F-1 Pumper** (the "Equipment") in the amount of **$888,879.84** (the "Financed Amount"). Lessee hereby requests that Assignee retain **$888,879.84** (the "Retained Amount"). Lessee further requests that Assignee hold the Retained Amount in an internal escrow pending Assignee's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof and further understands and agrees that any interest earned on the Retained Amount shall be paid to Assignee in consideration of managing the internal escrow account.

Lessee acknowledges that Assignee may commingle the Retained Amount held by Assignee for the benefit of Lessee with other funds held by Assignee for its own account, so long as Assignee maintains segregation of such amounts on the books and records of Assignee.

Sincerely,

LESSEE: **City of Oak Park**

By:_____
Erik Tungate

Title: City Manager

Date:_____

CITY OF OAK PARK, MI
STAFF REPORT

12.D.2

AGENDA FOR: June 15, 2026

SUBJECT: Request to approve an Inter Local Agreement with the Court and Law Enforcement Management Information System (CLEMIS) Authority.

DEPARTMENT: Public Safety

FROM: Steve Cooper, Director of Public Safety

SUMMARY: The Court and Law Enforcement Management Information System (CLEMIS) is a multifaceted regional public safety information management system that provides innovative technology and related services to criminal justice and public safety agencies. The system enables participating agencies to share information and improve the delivery of law enforcement and public safety services throughout the region.

Historically, CLEMIS services were operated and maintained by Oakland County. Due to the increasing costs associated with supporting and maintaining the system, operational responsibility has been transferred to The CLEMIS Authority, a governmental entity established to oversee and manage the system moving forward. The transition does not affect the services provided to participating agencies. The only substantive change is the governing authority and leadership structure responsible for administering the system.

The Oak Park Department of Public Safety has utilized CLEMIS for more than twenty-five years and relies heavily on the system for daily operations. CLEMIS supports numerous critical public safety functions, including prisoner processing, fingerprinting, booking procedures, mugshot management, police and fire report writing, mobile data computers in patrol vehicles, online crash reporting, electronic citations, daily activity logs, and evidence and property management. In addition, the system provides access to incident reports and information sharing among participating agencies throughout Oakland, Macomb, Wayne, Genesee, and other counties. CLEMIS currently serves more than 280 public safety and criminal justice agencies throughout the region. The system is an essential tool that promotes interoperability, information sharing, operational efficiency, and officer safety.

FINANCIAL STATEMENT: The only cost associated with the Inter Local Agreement is normal user fees for the various applications/software.

RECOMMENDED ACTION: Public Safety is requesting City Council approve a resolution authorizing the City Manager to sign the Inter Local Agreement between the CLEMIS Authority

and the City of Oak Park. This agreement has been reviewed by legal.

EXHIBITS:

1. Scanned from a Xerox Multifunction Printer

PARTICIPATION AGREEMENT

Courts and Law Enforcement Management Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the Interlocal Agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at https://www.clemisauthority.org/forms/). A reference copy of the CLEMIS Interlocal Agreement must be attached. This Participation Agreement also includes the contents of this cover page and incorporates the CLEMIS Main Services Agreement (the "MSA"). Capitalized terms used but not defined in this Participation Agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT	
Full Legal Name:	Steve Cooper
Notice Address:	13600 Oak Park Blvd, Oak Park MI 48237
Primary Contact Name:	Same
Primary Contact Email:	SCooper@OakParkmi.gov

ATTACHMENTS *(attach)*	
The following attachments are included with this agreement.	
Authorizing Resolution or Legal Authorization	An authorizing resolution in substantially the form as provided in Exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached. If the Participant does not have a governing body, confirmation of legal authorization to enter into the CLEMIS Interlocal Agreement and sign the CLEMIS MSA is attached.
CLEMIS Main Services Agreement	A copy of the CLEMIS MSA is attached.
CLEMIS Interlocal Agreement	A copy of the CLEMIS Interlocal Agreement is attached.

SIGNATURES

Each party is signing this Participation Agreement on the date stated below that party's signature. The date of this Participation Agreement and the Main Services Agreement will be the date this Participation Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:	**Authority:**
[PUBLIC AGENCY NAME]	COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY
By: [signature]	By: _____
Name: Steve Cooper	Name: _____
Title: Director of Public Safety	Executive Director
Date: June 15, 2026	Date: _____

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

MAIN SERVICES AGREEMENT

This Main Services Agreement ("**MSA**") contains the standardized terms for the provision of services by the Authority to the Public Agency. This MSA and each Order Form constitute the agreement between the Authority and the Public Agency (this "**Agreement**"). Capitalized terms are defined in context or in Section 1.

1 Definitions

(a) For purposes of this Agreement, the following definitions apply:

(1) "**Acceptable Use Policy**" means the Acceptable Use Policy made available through the Authority website, as it may be amended from time to time.

(2) "**Agreement**" is defined in the preamble.

(3) "**Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under the Interlocal Agreement.

(4) "**Business Day**" means a day that is not a Saturday, Sunday, or a state public holiday under 1865 PA 124, as amended, MCL 435.101 to 435.103.

(5) "**Confidential Information**" means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which: (A) the discloser identifies to recipient as "confidential" or "proprietary"; or (B) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. The Authority's Confidential Information includes technical or performance information about the Service, and the Public Agency's Confidential Information includes Public Agency Data. Confidential Information does not include information subject to disclosure under the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246 ("**FOIA**").

(6) "**Documentation**" means the Authority's usage documentation for the Service. This documentation may include terms and conditions, including pricing or payment terms, that are specific to particular functionality in the Service.

(7) "**DPA**" is defined in Section 4(c).

(8) "**Effective Date**" means the effective date of the first Order Form executed by the Public Agency.

(9) "**Interlocal Agreement**" means the Interlocal Agreement, filed with the Office of the Great Seal on October 23, 2025, and any amendments thereto, between the County of Oakland, the Charter Township of Bloomfield, the Charter Township of White Lake, and any subsequent Participants thereunder.

(10) "**Law**" means all laws, regulations, executive orders, rules, court orders, or other binding requirements of a government authority that apply to a party.

(11) "**Order Form**" means a Public Agency Order Form related to the provision of the Service, Support, or Professional Services.

(12) "**Personal Data**" means Public Agency Data relating to an identified or identifiable natural individual.

(13) "**Points of Contact**" means the individuals designated by the Public Agency as a primary contact and a secondary contact for the Public Agency.

(14) "**Professional Services**" means system setup, configuration, training, data migration, or other professional services that the Authority furnishes to the Public Agency related to the Service.

(15) "**Public Agency**" means the legal entity that executes an Order Form.

(16) "**Public Agency Data**" means any data, contents, or information that the Public Agency (including its Users and Technology Partners) submits to its Service accounts or generates by or through the Service. "Public Agency Data" includes, but is not limited to, public safety data.

(17) "**Public Agency Materials**" means materials and resources that the Public Agency makes available to the Authority in connection with Professional Services.

(18) "**Security Measures**" means that term as defined in the Security Measures made available through the Authority website.

(19) "**Service**" means the service provided by the Authority for the exchange and access to public safety software data, as described in more detail in this Agreement and the Documentation.

(20) "**Statement of Work**" means a statement of work for Professional Services that is executed by the parties.

(21) "**Support**" means support for the Service as described in Section 5.

(22) "**Support Policy**" means the support policy made available through the Authority website.

(23) "**Suspension Event**" is defined in Section 12.

(24) "**Taxes**" is defined in Section 11(g).

(25) "**Technology Partner**" means a third-party technology vendor to the Public Agency that has been identified in an Order Form (or otherwise in writing by the Public Agency) to be authorized, in accordance with this Agreement, to submit data to or receive data from the Service on the Public Agency's behalf.

(26) "**Term**" means the term for the Public Agency's use of the Service as identified in an Order Form.

(27) **"Trials and Betas"** mean access to the Service (or Service features) on a free, trial, beta, or early access basis.

(28) **"Usage Data"** means the Authority's technical logs, data, and learnings about a Public Agency's use of the Service, excluding Public Agency Data.

(29) **"User"** means an employee or contractor of the Public Agency that the Public Agency allows to use the Service.

(30) **"Virus"** means viruses, malicious code, malware, or similar harmful materials.

(b) Capitalized terms not defined in this Agreement shall have the meaning prescribed to them in the Interlocal Agreement.

2 **Service**

(a) **Data Sharing**. As specified in an Order Form, the Public Agency will upload Public Agency Data into the Service, including by means of a Technology Partner product. The Public Agency hereby authorizes the sharing of Public Agency Data with other public agencies that use the Service, subject to the terms of this Agreement and the Order Form.

(b) **Data Access**. Subject to this Agreement, the Public Agency may authorize Users within its organization to access and use the Service for governmental and public safety purposes during the Term. The Public Agency's access rights include the right to permit Users within the Public Agency's organization to access the Service in accordance with the terms of applicable Order Forms. The Public Agency shall comply with the Documentation and applicable policies in accessing and using the Service.

(c) **Technology Partners**. As specified in the applicable Order Form, Public Agency Data may be provided to or received from a Technology Partner through an integration with the Service. The Public Agency's use of a Technology Partner product is governed by the Public Agency's agreement with the Technology Partner, and the Authority is not responsible or liable for the performance of Technology Partner products, including their use of Public Agency Data.

3 **Users**

The Public Agency may permit Users to use the Service on its behalf. Users must be employees or contractors of the Public Agency. The Public Agency is responsible for provisioning and managing its User accounts, for its Users' actions through the Service and for their compliance with this Agreement. The Public Agency shall ensure that Users keep their login credentials confidential, and the Public Agency shall promptly notify the Authority upon learning of any compromise of User accounts or credentials.

4 **Data**

(a) Subject to this Agreement, the Authority will access and use Public Agency Data only to: (1) provide and maintain the Service, Support, and Professional Services under this Agreement; and (2) provide certain Public Agency Data to a third party

(*e.g.*, an insurance company) as has been specifically approved in writing by the Public Agency, in an Order Form or otherwise.

(b) The Authority shall implement and maintain the Security Measures. The Public Agency shall not submit to the Service any data controlled under the United States International Traffic in Arms regulations.

(c) The parties shall adhere to any Data Processing Addendum ("**DPA**") identified on an Order Form.

(d) The Authority may collect Usage Data and use it to operate, improve, and support the Service and for other lawful governmental or public safety purposes, including benchmarking and reports. However, except as otherwise required by applicable law, the Authority shall not disclose Usage Data externally unless it is: (1) deidentified so that the Usage Data does not identify the Public Agency, its Users, or any other person; and (2) aggregated with data across other participants.

(e) The Public Agency is the owner of all Public Agency Data and is required to provide Public Agency Data in a format agreed by the parties and as required by applicable Law. The Public Agency is responsible for ensuring the accuracy and currency of its Public Agency Data. Except as otherwise provided in this Agreement, the Public Agency shall have access to Public Agency Data at all times.

(f) During a Term, the Public Agency may create reports of its Public Agency Data from the Service (or the Authority will otherwise make the Public Agency Data available to the Public Agency) as described in the Documentation.

(g) The Authority will not store credit card account numbers and associated security information. Credit card data will be handled by a credit card data processor, subject to its terms, conditions, and policies.

(h) The Authority shall comply with FOIA. However, pursuant to Section 5(9) of FOIA, 1976 PA 442, as amended, MCL 15.235(9), the Authority is not considered to be in possession of, retain, or be the custodian of a public record stored on behalf of the Public Agency. If the Authority receives a written request for a public record that is stored on behalf of the Public Agency, the Authority shall, within ten (10) business days after receipt of the request, give written notice to the requesting person identifying the Public Agency and stating that the requesting person must submit the request to the Public Agency.

(i) Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, as amended, MCL 15.441 to MCL 15.445 (the "**EAPRA**"), the Authority may make Public Agency Data immediately available for public inspection, purchase, or copying by digital means. As a condition to the Authority providing enhanced access under the EAPRA, the Public Agency must first identify the Public Agency Data subject to the EAPRA and adopt an enhanced access policy that complies with the EAPRA. The Public Agency is responsible for ensuring that the fees for providing enhanced access that appear on the fee schedule maintained by the Authority pursuant to Section 11(b) of this MSA do not exceed a "reasonable fee" as that term is defined in the EAPRA, or that the Public Agency has established different reasonable fees in an Order Form.

5 **Support**

(a) The Authority shall provide Support for the Service as described in the Support Policy.

6 **Statements**

(a) Each party states the following:

(1) that it has the legal power and authority to enter into this Agreement;

(2) that it will use industry-standard measures to avoid introducing Viruses into the Service; and

(3) that it is not listed on any United States government list of prohibited or restricted parties.

(b) The Public Agency states it is the owner of Public Agency Data, has the right to provide Public Agency Data with the Service, and grants the Authority the right to use Public Agency Data specified in this Agreement, without violating nonparty intellectual property, privacy, or other rights.

(c) The Authority states the following:

(1) THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE AUTHORITY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

(2) The Authority makes no warranty that: (i) the Service will meet the Public Agency's requirements; (ii) the Service will be uninterrupted, timely, secure, or error-free; or (iii) the results that may be obtained by the Service will be accurate or reliable.

(3) Any material or data downloaded or otherwise obtained through the use of the Service is accessed at the Public Agency's discretion and risk. The Public Agency will be solely responsible for any damage to its computer system or loss of data that results from the downloading of any material.

7 **Usage**

(a) The Public Agency shall comply with the Acceptable Use Policy and the Documentation.

(b) Except as explicitly permitted in this Agreement, the Public Agency shall not and shall not permit others to do any of the following:

(1) sell, sublicense, distribute, or rent the Service or the data from the Service (in whole or part), excluding Public Agency Data;

(2) grant non-Users access to the Service or use the Service to provide a hosted or managed service to others;

(3) reverse engineer, decompile, or seek to access the source code of the Service, except to the extent these restrictions are prohibited by Law, and then only upon advance written notice to the Authority;

(4) copy, modify, create derivative works of, or remove proprietary notices from the Service;

(5) conduct security or vulnerability tests of the Service, interfere with its operation, or circumvent its access restrictions;

(6) use the Service to develop a product that competes with the Service.

8 **Auditing**

Upon the Authority's written request, the Public Agency shall provide a signed certification: (a) verifying the Service is being used in accordance with the terms of this Agreement; and (b) listing the locations in which the Service is accessed, number of Users, and any other information reasonably requested by the Authority. The Authority may, at the Authority's expense and not more than once annually, audit the Public Agency's use of the Service and compliance with this Agreement. The audit will be conducted during business hours and will not interfere with the Public Agency's activities. The Public Agency shall provide the Authority or its auditor with all reasonable information and assistance required to enable the Authority to determine whether the Public Agency is in compliance with this Agreement. If the audit reveals that the Public Agency has underpaid fees to the Authority, the Public Agency will be invoiced for the underpaid fees based upon the Authority's price list at the time the fees would have otherwise been incurred. If the Public Agency does not pay the underpaid fees within thirty (30) days after the invoice date, the Public Agency will be charged with interest at a rate of one and one-half percent (1.5%) per month or partial month until paid. If the audit reveals that the Public Agency has underpaid fees totaling five percent (5%) or more of the fees due in any year, the Public Agency shall reimburse the Authority for all reasonable expenses associated with the audit.

9 **Professional Services**

The Authority shall perform Professional Services as described in an Order Form or Statement of Work, which may identify additional terms or milestones for the Professional Services. The Public Agency shall give the Authority access within five (5) business days to Public Agency Materials reasonably needed by the Authority for Professional Services, and the Authority shall use the Public Agency Materials only for purposes of providing Professional Services. Except as otherwise expressly stated in an Order Form or Statement of Work, the Professional Services shall not include travel or lodging expenses. The Public Agency may use code or other deliverables that the Authority provides as part of Professional Services only in connection with the Public Agency's authorized use of the Service under this Agreement.

10 **Purchase of Third Party Products**

The Authority may from time to time facilitate the purchase by the Public Agency of third party products. The Authority's role will be limited to facilitating payment and the execution by the Public Agency of the applicable agreement with the third party product

vendor. The Authority will not be a party to this agreement with the third party product vendor, and will not have any responsibility or liability related to the performance of the third party product.

11 **Fees; Payment**

(a) **Authorized Representatives.** The Public Agency shall provide the Authority with current written authorization identifying representatives who are authorized to execute Order Forms, including any limitations on their authority. The Public Agency shall promptly notify the Authority of any changes to authorized representatives. The Authority may rely on such written authorizations until notified of changes.

(b) **Fee Schedules and Updates.** Current fee schedules shall be maintained by the Authority in a separate fee schedule document and made available through the Authority website. The Authority may update fee schedules from time to time with at least one hundred and twenty (120) days' notice, provided that the updated fee schedules shall not take effect until the next Term, consistent with this Section 11.

(c) **Payment Terms.** Unless the Order Form states otherwise, all amounts are due within sixty (60) days after the invoice date. Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. Fees and expenses are not refundable, except as expressly provided in this Agreement.

(d) **Appropriations and Budget Limitations.** All payment obligations under this Agreement and any Order Forms are subject to annual appropriation of funds by the Public Agency's governing body. If sufficient funds are not appropriated, the Public Agency may terminate the affected Order Form upon thirty (30) days' written notice to the Authority without penalty, provided that the Public Agency has made good-faith efforts to obtain necessary appropriations.

(e) **Fee Disputes.** If the Public Agency disputes an invoice, the Public Agency shall notify the Authority within the payment period, and the parties must seek to resolve the dispute over a thirty (30)-day discussion period. The Public Agency is not required to pay disputed amounts during the discussion period but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.

(f) **Taxes.** Unless the Public Agency is tax-exempt, the Public Agency is responsible for any sales, use, goods and services, value-added, withholding, or similar taxes or levies that apply to its Order Forms, whether domestic or foreign ("**Taxes**"), other than any income tax payable by the Authority. Fees do not include Taxes.

12 **Suspension**

The Authority may suspend the Public Agency's access to the Service and related services due to a Suspension Event, but where practicable, the Authority shall give the Public Agency prior notice so that the Public Agency may seek to resolve the issue and avoid suspension. The Authority is not required to provide prior notice in exigent circumstances or for a suspension made to avoid material harm or violation of Law. Once a Suspension

Event is resolved, the Authority shall promptly restore the Public Agency's access to the Service in accordance with this Agreement. For purposes of this Section 12, **"Suspension Event"** means: (a) Except during fee disputes as described in Section 11(f), the Public Agency's account is thirty (30) days or more overdue; (b) the Public Agency is in breach of Section 7; or (c) the Authority believes the Public Agency's use of the Service risks material harm to the Service or others.

13 **Term; Termination**

(a) Each Term will last for an initial twelve (12)-month period unless the Order Form states otherwise. Each Term will renew for successive periods unless: (1) the parties agree on a different renewal Order Form; or (2) either party notifies the other of non-renewal at least thirty (30) days prior to the end of the current Term.

(b) This Agreement starts on the Effective Date and continues until the end of all Terms, unless sooner terminated in accordance with its terms. If no Term is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.

(c) Either party may terminate the applicable Order Form (in whole or in part) or this Agreement (together with all Order Forms) if the other party does one or more of the following:

(1) is in material breach of an Order Form or this Agreement and the breach remains uncured thirty (30) or more days after notice; or

(2) ceases operation without a successor.

(d) Upon termination or cancellation of this Agreement, the Authority shall provide a copy of Public Agency Data to the Public Agency in an electronic format and time period determined by the Authority. Upon written confirmation from the Public Agency that it received its data, the Authority may delete Public Agency Data, and each party shall delete any Confidential Information of the other in its possession or control. If the Authority incurs any costs in copying Public Agency Data, the Public Agency shall be responsible for such costs and shall reimburse the Authority according to the terms of an invoice provided by the Authority. The Authority may waive these costs in its sole discretion.

(e) The Public Agency's right to use the Service, Support, and Professional Services ends upon any termination or expiration of the applicable Order Form or this Agreement, subject to this Section 13.

(f) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

(g) Sections 1, 4, 7, 8, 11, 13, 14, and 17 through 33, will survive the termination of this Agreement.

14 **U.S. Government Public Agencies**

To the extent applicable, the Service is "commercial computer software" or a "commercial item" for purposes of Federal Acquisition Regulation (FAR) 12.212 and for

Defense Federal Acquisition Regulation Supplement (DFARS) 227.7202. Use, reproduction, release, modification, disclosure, or transfer of the Service is governed solely by the terms of this Agreement, and all other use is prohibited.

15 **Trials and Betas**

The Authority may offer optional Trials and Betas. Use of Trials and Betas is permitted only for the Public Agency's internal evaluation during the period designated by the Authority on the Order Form (or if not designated, thirty (30) days). Either party may terminate the Public Agency's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete, or include features never released. Notwithstanding anything else in this Agreement, the Authority offers no warranty, indemnity, SLA, or Support for Trials and Betas and its liability for Trials and Betas will not exceed $1,000.

16 **Subcontractors**

(a) The Authority may use subcontractors and permit them to exercise its rights and fulfill its obligations under this Agreement, but the Authority remains responsible for their compliance with this Agreement and for the Authority's overall performance under this Agreement.

(b) Section 16(a) does not limit any additional terms for subprocessors under a Data Protection Addendum.

(c) Technology Partners are not subcontractors under this Agreement.

17 **Intellectual Property**

(a) Neither party grants the other any rights or licenses not expressly set out in this Agreement.

(b) Except for the Authority's express rights in this Agreement, as between the parties, the Public Agency retains all intellectual property and other rights in Public Agency Data and Public Agency Materials provided to the Authority.

(c) Except for the Public Agency's express rights in this Agreement, as between the parties, the Authority and its licensors retain all intellectual property and other rights in the Service, Professional Services deliverables, and related Authority technology.

(d) If the Public Agency provides the Authority feedback regarding improvement or operation of the Service, the Authority may use the feedback without restriction or obligation.

18 **Confidentiality**

(a) A party receiving Confidential Information shall:

(1) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement;

(2) not disclose Confidential Information to nonparties without the other party's prior approval, except as permitted in this Agreement;

(3) protect Confidential Information using at least the same precautions the party receiving Confidential Information uses for its own similar information, with no less than a reasonable standard of care.

(b) A party receiving Confidential Information may disclose the Confidential Information to its employees, agents, contractors, and other representatives with a legitimate need to know (including, for the Authority, any subcontractors), if the party receiving the Confidential Information remains responsible for its compliance with this Section 18 and is bound to confidentiality obligations no less protective than those included in this Section 18.

(c) Confidentiality obligations under this Section 18 do not apply to information that the party receiving the information can document: (1) is or becomes public knowledge through no fault of the recipient; (2) it rightfully knew or possessed, without confidentiality restrictions, before receipt from the disclosing party; (3) it rightfully received from a nonparty without confidentiality restrictions; or (4) it independently developed without using or referencing Confidential Information.

(d) The parties acknowledge that a breach of this Section 18 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 18, the party disclosing the Confidential Information may seek appropriate equitable relief, including an injunction, in addition to other remedies.

(e) A party receiving Confidential Information may disclose Confidential Information to the extent required by Law, including FOIA. If permitted by Law, the party receiving Confidential Information shall provide the party disclosing Confidential Information with reasonable advance notice of the required disclosure and reasonably cooperate, at the disclosing party's expense, to obtain confidential treatment for the Confidential Information.

19 **Liability Limitations**

(a) Except when prohibited by law, the Authority's entire liability arising out of or related to this Agreement will be subject to a cap of the amounts paid or payable by the Public Agency to the Authority under this Agreement in the twelve (12) months immediately preceding the first incident giving rise to liability.

(b) Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance, or consequential damages or damages for loss of use, lost profits, or interruption of business, even if informed of the possibility of any in advance.

20 **Mutual Compliance with Laws**

(a) Each party shall comply with all Laws that apply to its performance under this Agreement, including, but not limited to, the C.J.I.S. Policy Council Act, 1974 PA 163, as amended, MCL 28.211 to 28.216.

(b) Through this Agreement, the parties commit that they will operate all software solutions in conformance with the CJIS Security Policy ("**CJISSECPOL**") Version 6.0 and any successor brought into effect by the Federal Bureau of Investigation

(the "**FBI**") during the term of this Agreement, but excluding draft versions of CJISSECPOL released for comment or review and similar proposed policy versions that may be released by the FBI but not finally adopted.

(c) In accordance with CJISSECPOL, certain control requirements apply to personnel with unescorted access to unencrypted criminal justice information, including the parties' personnel operating these solutions. These controls include:

(1) PS-3 (Personal Screening), mandating that the criminal justice agency using the Service conduct a fingerprint-based record check on the parties' personnel;

(2) AT-3 (Awareness and Training), mandating that the parties' personnel complete annual CJIS Security Awareness Training; and

(3) SA-9 (External System Services), mandating that the parties' personnel sign the CJIS Security Addendum.

21 **Catastrophic Event**

(a) If a Catastrophic Event prevents a party from complying with any one or more obligations under this Agreement, that inability to comply is not a breach if: (1) that party uses Reasonable Efforts to perform those obligations; (2) that party's inability to perform those obligations is not due to its failure to: (A) use Reasonable Efforts to protect itself against events or circumstances of the same type as that Catastrophic Event; or (B) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Catastrophic Event; and (3) that party complies with its obligations under Section 21(b).

(b) If a Catastrophic Event occurs, the noncomplying party shall promptly notify the other party of the occurrence of that Catastrophic Event, its effect on performance, and how long the noncomplying party expects it to last. Thereafter, the noncomplying party shall update that information as reasonably necessary. During a Catastrophic Event, the noncomplying party shall use Reasonable Efforts to limit damages to the other party and to resume its performance under this Agreement.

(c) For purposes of this Section 21, the following definitions apply:

(1) "**Catastrophic Event**" means, with respect to a party, any event or circumstance, whether or not foreseeable, that was not caused by that party (other than a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance.

(2) "**Reasonable Efforts**" means, with respect to a given obligation, the efforts, consistent with the practice of other non-state governmental entities in Michigan and their vendors with respect to a Catastrophic

Event, that a reasonable person in the party's position would use to comply with that obligation as promptly as possible.

22 **Governmental Function; Immunity**

The parties performance of their obligations under this Agreement is a governmental function of providing criminal justice and public safety services to serve the public and to provide aid for persons and property. The parties intend that nothing in this Agreement be interpreted as a waiver by any party of any governmental immunity available to a party under Laws.

23 **Nonparties**

Except as expressly provided in this Agreement, this Agreement does not create for any party and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this Agreement, or any other right.

24 **Non-Assignment**

No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party.

25 **Authority Name Changes**

The Authority may change its name from time to time as provided in Section 5.6 of the Interlocal Agreement. Any such name change shall not require amendment of this Agreement, and all references to the Authority by its former name shall be deemed to refer to the Authority as renamed.

26 **Modification; Waiver**

(a) Subject to Sections 26(d) and 26(e), no amendment of this Agreement will be effective unless it is in writing, approved by the governing body of the Authority, and signed by an authorized officer of the Public Agency.

(b) The parties may amend the quantities or other items on an Order Form by mutual written agreement.

(c) No waiver under this Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

(d) With notice to the Public Agency, the Authority may modify the Support Policy or Security Measures to reflect new features or changing practices, but the modifications must not be retroactive or materially decrease the Authority's overall obligations during a Term.

(e) An Order Form may not modify any other part of this Agreement unless the Order Form specifically identifies the provisions that it modifies.

27 **Notice**

(a) A notice or other communication under this Agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:

(1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;

(2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it;

(3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this Section 27 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this Section 27; or

(4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(b) For a notice under this Agreement to be valid, it must be addressed using the information in the Order Form for that party or any other information stated by that party in a notice in accordance with this Section 27.

(c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

28 **Points of Contact**

In addition to notice contact information, the Public Agency shall designate on the Order Form contact information for one individual to act as a primary contact person and a second individual to act as a secondary contact person for the Public Agency for communications relating to the Service and its operation and use. The Public Agency shall notify the Authority of any change in the Public Agency's primary contact person or secondary contact person by notifying the Authority pursuant to Section 27.

29 **Severability**

The parties acknowledge that if a dispute between the parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret this Agreement as follows:

(a) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;

(b) if an unenforceable provision is modified or disregarded in accordance with this Section 29, by holding that the rest of the Agreement will remain in effect as written;

(c) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

(d) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

30 **Electronic Signatures**

(a) If this Agreement is an Electronically Signed Document, all of the following apply:

(1) the Authority states that the intention of an individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(2) The Public Agency states that the intention of an individual signing on behalf of the Public Agency on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and

(4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.

(b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this Agreement. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this Agreement.

(c) For purposes of this Section 30, the following definitions apply:

(1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.

(2) **"Electronically Signed Document"** means any document received by a party in connection with this Agreement, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

31 **Governing Law**

Michigan law governs this Agreement.

32 **Jurisdiction and Venue**

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial proceeding to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring the proceeding in the courts of the State of Michigan.

33 **Entire Agreement**

This Agreement is the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether oral or written, between the parties.

4916-4051-6262.1

In Progress

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

CLEMIS

INTERLOCAL AGREEMENT

This interlocal agreement is between OAKLAND COUNTY, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573 (the "**County**"), the CHARTER TOWNSHIP OF BLOOMFIELD, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 ("**Bloomfield Township**"), the CHARTER TOWNSHIP OF WHITE LAKE, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34 ("**White Lake Township**"), and each other "**Public Agency**" (as defined in section 1.1(a)(35)) that becomes a "**Participant**" (as defined in section 1.1(a)(29)) pursuant to this agreement.

In 1968, the County created an information system for courts and law enforcement (the "**CLEMIS System**") (as defined in section 1.1(a)(13)) to address the inability of criminal justice and public safety agencies to electronically share data in a timely manner.

Since its creation, the CLEMIS System, which is operated and maintained by the County's Department of Information Technology, has expanded to become a multi-faceted, regional public safety information management system used by the County and many other Public Agencies. The CLEMIS System is composed of several software applications.

The purpose of the CLEMIS System is to provide innovative technology and related services to criminal justice and public safety agencies to enable the sharing of data and the improved delivery of criminal justice and public safety services. Public Agencies using the CLEMIS System have realized lower costs and efficiencies in providing criminal justice and public safety services, thereby providing first responders additional time to serve and protect residents.

The County has the power, privilege, and authority under Michigan law to provide criminal justice and public safety services.

Bloomfield Township, White Lake Township, and each Participant also each have the power, privilege, and authority to provide criminal justice and public safety services.

Section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512, authorize a Public Agency to exercise jointly with any other Public Agency any power, privilege, or authority that the Public Agencies share in common and that each might exercise separately.

The parties want to jointly exercise powers related to criminal justice and public safety services and create a new intergovernmental entity to operate and manage the CLEMIS System.

The parties therefore agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Defined Terms

(a) For purposes of this agreement, the following definitions apply:

(1) "**Act 7**" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512.

(2) "**Assumed Liabilities**" means that phrase as defined in section 6.2(a)(8).

(3) "**Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.

(4) "**Authority Board**" means that phrase as defined in section 4.1.

(5) "**Authorizing Resolution**" means that phrase as defined in section 9.1(b).

(6) "**Bloomfield Township**" means the Charter Township of Bloomfield, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

(7) "**Budget Act**" means the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.

(8) "**Business Day**" means a day other than a Saturday, Sunday, or legal holiday observed by the State of Michigan.

(9) "**Cash and Cash Equivalents**" means that phrase as defined in section 6.2(c)(1).

(10) "**C.J.I.S. Act**" means the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215.

(11) "**CLEMIS Authority**" means the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic under section 3.1.

(12) "**CLEMIS Main Services Agreement**" or "**CLEMIS MSA**" means the services agreement provided for in section 3.5.

(13) "**CLEMIS System**" means the criminal justice information system for courts and law enforcement created by the County, operated and maintained as "CLEMIS" by the County's Department of Information Technology before February 1, 2026, and transferred to and operated and maintained by the Authority pursuant to this agreement after January 31, 2026.

(14) "**Contracts**" means that term as defined in section 6.2(c)(2).

(15) "**Copyrights**" means that term as defined in section 6.2(c)(5)(C).

(16) "**County**" means Oakland County, a Michigan body corporate organized under 1973 PA 139, as amended, MCL 45.551 to 45.573.

(17) "**County I.T. Services Agreement**" means that phrase as defined in section 6.7(a).

(18) "**Criminal Justice Agency**" means a court or other Public Agency, or any subunit of the court or Public Agency, that engages in the administration of criminal justice pursuant to a law or executive order and that allocates a substantial part of its annual budget for the administration of criminal justice. Criminal Justice Agency includes a state or federal inspector general office.

(19) "**Effective Date**" means the effective date of this agreement as provided under section 10.1.

(20) "**Executive Committee**" means the executive committee of the Authority Board created under section 4.5.

(21) "**Executive Director**" means the executive director of the Authority provided for under section 4.12.

(22) "**Initial Participants**" includes the County, Bloomfield Township, and White Lake Township.

(23) "**Intellectual Property**" means that phrase as defined in section 6.2(c)(3).

(24) "**Intellectual Property Agreements**" means that phrase as defined in section 6.2(c)(4).

(25) "**Intellectual Property Assets**" means that phrase as defined in section 6.2(c)(5).

(26) "**Nonparty Claim**" means that phrase as defined in section 11.2(f)(1).

(27) "**OMA**" means the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275, as defined in section 4.3.

(28) "**Operations**" means that term as defined in section 6.2(a)(7).

(29) "**Participant**" means a party to this agreement other than the Initial Participants.

(30) "**Participation Agreement**" means an agreement with a Participant in the form provided at exhibit A.

(31) "**Participation Form**" means that phrase as defined in section 9.1(a).

(32) "**Patents**" means that term as defined in section 6.2(c)(5)(A).

(33) "**Person**" means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including a governmental entity.

(34) "**Proceeding**" means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding.

(35) "**Public Agency**" means a political subdivision of the State of Michigan or of another state of the United States or of Canada, including a state government; a county, city, village, township, charter township, school district, single or multipurpose special district, or single or multipurpose public authority; a provincial government, metropolitan government, borough, or other political subdivision of Canada; an agency of the United States government; or a similar entity of any other state of the United States and of Canada. As used in this section 1.1(a)(35), agency of the United States government includes an Indian tribe recognized by the federal government before 2000 that exercises governmental authority over land within the State of Michigan.

(36) "**Representative**" means that term as defined in section 11.2(f)(2).

(37) "**Tangible Personal Property**" means that phrase as defined in section 6.2(a)(6).

(38) "**Trademarks**" means that term as defined in section 6.2(c)(5)(B).

(39) "**Trade Secrets**" means that phrase as defined in section 6.2(c)(5)(G).

(40) "**Transfer Agreement**" means that phrase as defined in section 6.2(a).

(41) "**Transfer Date**" means that phrase as defined in section 6.2(a).

(42) "**Transferred Assets**" means that phrase as defined in section 6.2(a)(7).

(43) "**White Lake Township**" means the Charter Township of White Lake, a Michigan body corporate organized under The Charter Township Act, 1947 PA 359, as amended, MCL 42.1 to 42.34.

ARTICLE 2
PURPOSE

2.1 Purpose of Agreement

The purpose of this agreement is to create and empower a public body corporate and politic to implement the powers, privileges, and authorities of each of the parties with respect to the subject matter of this agreement, including the operation of a public safety management information system for court and law enforcement purposes.

2.2 Method for Exercise of Power

The Authority will exercise power under this agreement as provided in this agreement.

2.3 **Management and Direction**

The Executive Committee has the responsibility, authority, and right to manage and direct on behalf of the public the functions or services performed or exercised under this agreement to the extent provided in this agreement.

ARTICLE 3
CREATION OF AUTHORITY

3.1 **Creation of CLEMIS Authority**

The Courts and Law Enforcement Management Information System (CLEMIS) Authority is hereby created as a separate legal entity for the purpose of exercising the powers, privileges, and authorities under this agreement and applicable law, including executing the provisions of this agreement. The Authority is a public body corporate and politic. The Authority may use the name "CLEMIS Authority".

3.2 **Principal Office**

The principal office of the Authority will be at a location determined by the Executive Committee.

3.3 **Title to Authority Assets**

Unless otherwise expressly provided in this agreement, all property of the Authority is owned by the Authority as a separate legal entity and public body corporate and politic, and no party has any ownership interest in property of the Authority.

3.4 **Tax-Exempt Status**

(a) The Authority must not be operated for profit.

(b) No part of any earnings of the Authority may inure to the benefit of a Person other than the Initial Participants or the Participants.

(c) The parties intend that the activities of the Authority are tax exempt as governmental functions carried out by an instrumentality or political subdivision of government under section 115 of the Internal Revenue Code of 1986, as amended, 26 USC 115, or any corresponding provisions of any future federal tax code.

(d) The parties also intend that the activities of the Authority are governmental functions carried out by a political subdivision of the State of Michigan, exempt to the extent provided under Michigan law from taxation, including all of the following:

(1) income taxes under the City Income Tax Act, 1964 PA 284, as amended, MCL 141.501 to 141.787;

(2) sales taxes under the General Sales Tax Act, 1933 PA 167, as amended, MCL 205.51 to 205.78;

(3) use taxes under the Use Tax Act, 1937 PA 94, as amended, MCL 205.91 to 205.111;

(4) income taxes under the Income Tax Act of 1967, 1967 PA 281, as amended, MCL 206.1 to 206.847; and

(5) property taxes under The General Property Tax Act, 1893 PA 206, as amended, MCL 211.1 to 211.155.

3.5 **CLEMIS Main Services Agreement**

After January 31, 2026, each party also must be a party to a CLEMIS Main Services Agreement ("**CLEMIS MSA**") between the party and the Authority relating to the use of the CLEMIS System by that party. The Authority may enter into a CLEMIS MSA with a Public Agency that is not an Initial Participant or a Participant.

3.6 **Statements of Fact**

(a) Each party states that it has taken all action and secured all approvals required to permit the party to enter into this agreement.

(b) Each party states that the individual signing this agreement on behalf of the party has the legal authority to sign this agreement and to bind the party to the terms of this agreement.

(c) The verb used to introduce a statement of fact in this agreement is not intended to affect the remedies available for inaccuracy of that statement of fact.

ARTICLE 4
GOVERNANCE

4.1 **Authority Board**

(a) A board is created for the Authority (the "**Authority Board**") as required by section 7(1) of Act 7, MCL 124.507(1). The Authority Board includes all of the following members:

(1) one member appointed by the governing body of the County;

(2) one member appointed by the governing body of Bloomfield Township;

(3) one member appointed by the governing body of White Lake Township;

(4) one member appointed by the governing body of each Participant;

(5) one member appointed by the county executive of the County (the "**County Executive**") who is an employee or officer of the County;

(6) one member appointed by the County Executive who is an employee or officer of the Office of the Oakland County Sheriff; and

(7) 15 other members appointed by the County Executive.

(b) All of the following apply to a member of the Authority Board appointed under section 4.1(a):

(1) each member must be appointed for a term of four years unless the member is being appointed to fill a vacancy caused for a reason other than the expiration of a term;

(2) a member may be removed from the Authority Board at the will of the appointing authority for the member;

(3) a vacancy caused for a reason other than the expiration of a term must be filled by the appointing authority for the vacating member for the remainder of the vacating member's unexpired term; and

(4) a member may continue to serve after the expiration of the member's term until a successor is appointed and qualified.

(c) Before entering upon the duties as a member of the Authority Board, each member of the Authority Board must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

(d) An appointing authority under section 4.1(a) shall notify the Executive Committee of any appointments made under section 4.1(a).

4.2 **Authority Board Powers**

The Authority Board shall review the annual audit of the Authority, may evaluate the performance of the Authority, and shall, if required by law, review acts of the Executive Committee. The Authority Board may advise the Executive Committee on all matters relating to the Authority, including the Authority's budget and amendments to this agreement.

4.3 **Authority Board Meetings**

The County Executive shall convene the initial meeting of the Authority Board. The Authority Board shall hold at least one annual meeting at the place, date, and time determined by the Authority Board. Meetings of the Authority Board must comply with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275 (the "**OMA**"). Public notice of the time, date, and place of Authority Board meetings must be provided in the manner required by the OMA.

4.4 **Authority Board Quorum and Voting**

A majority of the members of the Authority Board then in office will constitute a quorum for the transaction of Authority Board business. The Authority Board shall act by a majority vote of the members appointed and serving at the time of the vote. Members of the Authority Board shall not engage in proxy voting.

4.5 **Executive Committee**

(a) An executive committee of the Authority Board (the "**Executive Committee**") is hereby created.

(b) The Executive Committee consists of the following nine members of the Authority Board:

(1) the member of the Authority Board appointed by the County Executive under section 4.1(a)(5); and

(2) eight members appointed by the County Executive, including all of the following:

(A) two members of the Authority Board representing cities, townships, or villages;

(B) one member of the Authority Board representing counties; and

(C) five members of the Authority Board representing other Public Agencies.

(c) The initial terms of office of the members of the Executive Committee appointed under section 4.5(b)(2) will be as follows:

(1) two members appointed for a term of four years;

(2) two members appointed for a term of three years;

(3) two members appointed for a term of two years; and

(4) two members appointed for a term of one year.

(d) After the initial terms under section 4.5(b)(2), subsequent appointments of members of the Executive Committee appointed under section 4.5(b)(2) will be for terms of four years. The County Executive shall fill a vacancy on the Executive Committee caused other than by expiration of a term in the same manner as the original appointment under section 4.5(b)(2) for the balance of the unexpired term.

(e) A member of the Executive Committee may continue to serve after the expiration of the member's term until a successor is appointed and qualified.

(f) To serve as a member of the Executive Committee, a person must be a member of the Authority Board.

(g) Before entering upon the duties as a member of the Executive Committee, each member of the Executive Committee must take and subscribe to the oath of office required by section 1 of article 11 of the Michigan Constitution of 1963. A copy of each oath of office must be filed with the clerk of the County.

4.6 **Executive Committee Powers**

Except as otherwise provided in section 4.2, the Executive Committee shall exercise the powers of the Authority. The Executive Committee shall appoint the Executive Director of the Authority. The Executive Committee has the power to manage and direct on behalf of the public the functions or services performed under this agreement. The Executive

Committee is responsible for compliance by the Authority with rules and procedures applicable to the Authority under the C.J.I.S. Act.

4.7 **Executive Committee Meetings**

The member of the Executive Committee described in section 4.5(b)(1) shall convene the initial meeting of the Executive Committee and shall serve as chairperson of the Executive Committee. The Executive Committee shall meet regularly at the place, date, and time as the Executive Committee determines, but not less than quarterly. Meetings of the Executive Committee must comply with the OMA. Public notice of the time, date, and place of Executive Committee meetings must be given in the manner required by the OMA.

4.8 **Executive Committee Quorum and Voting**

A majority of the members of the Executive Committee then in office constitutes a quorum for the transaction of business. The Executive Committee shall act by a majority vote of its members. Members of the Executive Committee shall not engage in proxy voting.

4.9 **Bylaws**

The Executive Committee may adopt bylaws consistent with this agreement and applicable law governing the activities of the Executive Committee.

4.10 **Committees**

(a) The Executive Committee shall establish a Finance Committee as an advisory body consisting of members of the Authority Board to advise the Executive Committee not less than once per year on fees and other charges sufficient to pay the expenses of the CLEMIS System and the Authority.

(b) The Executive Committee may establish other committees consisting of members of the Authority Board to advise the Executive Committee on matters relating to the Authority and this agreement.

4.11 **Advisory Groups**

The Executive Committee may establish advisory groups consisting of individuals representing parties to this agreement and persons or entities to which the Authority provides services to advise the Executive Committee on matters relating to the Authority, including a user advisory group.

4.12 **Executive Director**

The Executive Committee shall appoint the chief executive officer of the Authority (the "**Executive Director**"). The Executive Director shall administer all programs, funds, personnel, contracts, and all other administrative functions of the Authority, subject to oversight of the Executive Committee. The Executive Director shall receive compensation as determined by the Executive Committee. All terms and conditions of the Executive Director's employment, including length of service, must be specified in a written contract between the Executive Director and the Authority. The Executive Director will serve at the pleasure of the Executive Committee, and the Executive Committee may remove or

discharge the Executive Director by a vote of at least a majority of the members of the Executive Committee.

4.13 **Fiduciary Duty**

The members of the Authority Board, the Executive Committee, and the Executive Director are under a fiduciary duty to conduct the activities and affairs of the Authority in the best interests of the Authority, including the safekeeping and use of all Authority money and other Authority assets for the benefit of the Authority. The members of the Authority Board, the Executive Committee, and the Executive Director shall discharge this duty in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

4.14 **Compensation**

The members of the Authority Board and the Executive Committee will receive no compensation for the performance of their duties. A member of the Authority Board or the Executive Committee may engage in private or public employment, or in a profession or business. Members of the Authority Board and the Executive Committee may be reimbursed by the Authority for expenses incurred (such as travel and meals) relating to the performance of official duties of the Authority.

4.15 **Ethics and Conflicts of Interest**

The Executive Committee shall adopt ethics policies governing the conduct of Authority Board members, the Executive Committee, and the officers and employees of the Authority. The policies must be no less stringent than those provided for public officers and employees under 1973 PA 196, as amended, MCL 15.341 to 15.348. Members of the Authority Board, the Executive Committee, and the officers and employees of the Authority will be deemed to be public servants under 1968 PA 317, as amended, MCL 15.321 to 15.330, and are subject to any other applicable laws with respect to conflicts of interest. The Executive Committee shall establish policies and procedures requiring disclosure of relationships that may give rise to conflicts of interest.

4.16 **Fees and Charges**

The Executive Committee shall establish fees and other charges sufficient with other resources to pay the expenses of the CLEMIS System and the Authority. When establishing fees and other charges, the Executive Committee shall consider any recommendation from the Finance Committee required by section 4.10(a).

ARTICLE 5
POWERS OF AUTHORITY

5.1 **General Powers**

(a) In carrying out its purposes and otherwise executing this agreement, the Authority may perform, or perform with any Person, as applicable, any power, privilege, or authority that the parties share in common and that each might exercise separately

to the fullest extent permitted by Act 7 and other applicable law. The enumeration of a power in this agreement is not a limitation upon the powers of the Authority.

(b) Among other things, the Authority may do all of the following:

(1) make or enter into contracts;

(2) employ agencies or employees;

(3) acquire, construct, manage, maintain, or operate buildings, works, or improvements;

(4) acquire, own, hold, operate, maintain, lease, or sell real or personal property and dispose of, divide, or distribute any property;

(5) incur debts, liabilities, or obligations that, except as expressly authorized by the parties, do not constitute the debts, liabilities, or obligations of any of the parties;

(6) cooperate with a Public Agency or an agency or instrumentality of the Public Agency;

(7) make loans from the proceeds of gifts, grants, assistance funds, or bequests in order to further its purposes;

(8) form other entities necessary to further the purposes of this agreement; and

(9) sue and be sued in the name of the Authority.

(c) The Authority may not bind a party to this agreement, unless otherwise agreed to by the party.

(d) The Authority may not levy a tax.

5.2 **Additional Powers**

(a) The Authority also may do all of the following:

(1) employ, engage, compensate, transfer, or discharge necessary personnel, subject to the provisions of applicable law;

(2) fix and collect charges, rates, rents, fees, loan repayments, loan interest rates, or other charges on loans;

(3) promulgate necessary rules and provide for their enforcement by or with the assistance of the parties to accomplish the purposes of this agreement;

(4) accept gifts, grants, assistance funds, or bequests and use the same for the purposes of this agreement;

(5) apply for and accept grants, loans, or contributions from any source and secure grants, loans, or other contributions;

(6) make claims for federal or state aid payable to a party on account of the execution of this agreement, with the consent of the party;

(7) determine the manner of responding for any liabilities that might be incurred through performance of the Agreement and insure against any such liability;

(8) adjudicate disputes or disagreements, the effects of failure of the parties to pay their shares of the costs and expenses agreed to by the parties, and the rights of the other parties in such cases;

(9) engage auditors to perform independent audits of the financial statements of the Authority;

(10) invest surplus funds or proceeds of grants, gifts, or bequests and adopt an investment policy in connection therewith;

(11) employ legal, financial, and technical experts, other officers, agents, or employees, and accept voluntary provision of such services and functions from donor individuals and entities;

(12) study, develop, and prepare reports or plans the Authority considers necessary to further the purposes of this agreement and to monitor and evaluate performance under this agreement; and

(13) indemnify, as permitted by law, and procure insurance indemnifying any members of the Authority Board, Executive Committee, or officers or employees of the Authority from personal loss or accountability from liability asserted by any Person for any acts or omissions of the Authority.

(b) The Authority may enter into agreements, contracts, or arrangements with a Public Agency or other Person necessary or appropriate to assist the Authority in carrying out its duties and functions.

(c) The Authority may accept gifts, grants, bequests, and other donations for use in performing the Authority's functions. Money or property accepted must be used as directed by the donor in accordance with applicable law, rules, and procedures. The Authority may receive local, state, and federal funds to accomplish its purposes.

(d) The Authority may form and own other legal entities to further the purposes of this agreement. The Authority may cooperate with a Public Agency, an instrumentality of that Public Agency, or other legal or administrative entities created under Act 7.

5.3 **Bonds or Notes; Limitation**

(a) The Authority shall not issue any type of bond in its own name, except as provided in this section 5.3, or in any way indebt a party except as expressly authorized by that party.

(b) The Authority may borrow money and issue bonds or notes in its name for local public improvements or for economic development purposes, but the Authority must not borrow money or issue bonds or notes for an amount that, together with the total outstanding bonded indebtedness of the Authority, exceeds 2 mills of the taxable value of the taxable property within the geographic areas of the parties as

determined under section 27a of The General Property Tax Act, as amended, 1893 PA 206, MCL 211.27a, unless otherwise authorized by Act 7.

(c) Bonds or notes issued by the Authority are the debt of the Authority and not of the parties.

(d) Bonds or notes issued by the Authority are for an essential public and governmental purpose. Pursuant to section 7(7) of Act 7, MCL 124.507(7), bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes.

(e) Bonds or notes issued by the Authority are subject to the Revised Municipal Finance Act, 2001 PA 34, as amended, MCL 141.2101 to 141.2821.

5.4 **Criminal Justice Agency**

(a) The Authority may exercise the powers, privileges, and authorities of a Criminal Justice Agency. The Authority is hereby designated to perform criminal justice functions and authorized to perform the administration of criminal justice.

(b) The Authority shall comply with applicable state and federal laws relating to criminal justice information, including the C.J.I.S. Policy Act, 1974 PA 163, as amended, MCL 28.211 to 28.215)(the "**C.J.I.S. Act**"), and applicable provisions of the state administrative rules promulgated pursuant to the C.J.I.S. Act.

(c) To the extent permitted by applicable law, the Authority may obtain an originating agency identifier (ORI) assignment from the Criminal Justice Information Services Division of the Federal Bureau of Investigation.

5.5 **Limitation on Political Activity**

The Authority shall not spend any public funds on political activities. This section 5.5 is not intended to prohibit the Authority from engaging in activities permitted under the Michigan Campaign Finance Act, 1976 PA 388, as amended, MCL 169.201 to 169.282.

5.6 **Name of Authority and System**

The Executive Committee may change the name of the Authority and the name used for the CLEMIS System. The Executive Committee shall notify each party to this agreement of a name change under this section 5.6. A name change under this section 5.6 is effective upon a date provided by the Executive Committee after notice required by this section is provided.

ARTICLE 6
CONTRIBUTIONS BY COUNTY

6.1 **Startup Advance**

Not less than 10 Business Days after the Effective Date, the County shall transfer to the Authority $250,000.00 for the initial startup costs of the Authority.

6.2 **Transfer of CLEMIS System Assets to Authority**

(a) Subject to section 6.2(b), effective February 1, 2026 (the "**Transfer Date**"), the County shall transfer to the Authority all of the following both owned by the County and relating to the CLEMIS System, as provided in a transfer agreement between the County and the Authority entered into before the Transfer Date (the "**Transfer Agreement**"):

(1) Cash and Cash Equivalents, including money relating to the CLEMIS System in County internal fund numbers FND53500 (CLEMIS) and FND53100 (Fire Records Management);

(2) accounts or notes receivable owned by the County, and any security, claim, remedy, or other right related to each such account or note receivable;

(3) inventory, finished goods, raw materials, work in progress, packaging, supplies, parts, and other inventories (including consumables);

(4) Contracts;

(5) Intellectual Property Assets;

(6) furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones, and other tangible personal property (the "**Tangible Personal Property**");

(7) any permits or licenses issued by a governmental authority held by the County and required for the conduct of the operations of the CLEMIS System (the "**Operations**") or for the ownership and use of the assets transferred under the Transfer Agreement ("**Transferred Assets**");

(8) any rights to any actions of any nature available to or being pursued by the County to the extent related to the Operations, the Transferred Assets, or liabilities assumed by the Authority under the Transfer Agreement (the "**Assumed Liabilities**"), whether arising by way of counterclaim or otherwise;

(9) any prepaid expenses, credits, advance payments, claims, security, refunds, rights of recovery, rights of set-off, rights of recoupment, deposits, charges, and fees;

(10) any of the County's rights under warranties, indemnities, and all similar rights against other Persons to the extent related to any assets transferred under the Transfer Agreement;

(11) any insurance benefits, including rights and proceeds, arising from or relating to the Operations, the Transferred Assets, or the Assumed Liabilities;

(12) copies of any records, including books of account, ledgers, and general, financial, and accounting records, CLEMIS System user lists, user purchase

histories, user agreements, supplier lists, quality control records and procedures, user complaints and inquiry files, research and development files, records and data, strategic plans, internal financial statements, marketing and promotional surveys, material and research, and files relating to the Intellectual Property Assets and the Intellectual Property Agreements; and

(13) the goodwill and the going concern value of the Operations.

(b) The Transfer Agreement may designate assets retained by the County and not transferred to the Authority.

(c) For purposes of this section 6.2, the following definitions apply:

(1) "**Cash and Cash Equivalents**" means any cash and cash equivalents (including commercial paper, certificates of deposit, and other bank deposits, treasury bills, short-term investments, and all other marketable securities), investment accounts, and other similar cash items, less uncleared checks, wires, automated clearinghouse (ACH) settlements, and drafts.

(2) "**Contracts**" means any contracts, licenses, instruments, notes, commitments, undertakings, joint ventures, donation agreements, and any other agreements, commitments, and legally binding arrangements, whether written or oral, including any legally binding amendments to the preceding.

(3) "**Intellectual Property**" means Intellectual Property both owned by the County and used or held for use in the conduct of the operations of the CLEMIS System as currently conducted or proposed to be conducted, and all (A) royalties, fees, income, payments, and other proceeds now or later due or payable to the County relating to the Intellectual Property, and (B) claims and causes of action relating to the Intellectual Property, whether accruing before, on, or after the Transfer Date, including any rights to and claims for damages, restitution, and injunctive and other legal or equitable relief for past, present, or future infringement, misappropriation, or other violation of applicable law.

(4) "**Intellectual Property Agreements**" means any license, sublicense, consent to use agreement, settlement, coexistence agreement, covenant not to sue, waiver, release, permission, or other agreement, written or oral, relating to Intellectual Property that is used or held for use in the conduct of the Operations as currently conducted or proposed to be conducted to which the County is a party, beneficiary, or otherwise bound.

(5) "**Intellectual Property Assets**" means any rights in, arising out of, or associated with any of the following in any jurisdiction:

(A) issued patents and patent applications (whether provisional or non-provisional), including divisional, continuations, continuations-in-part, substitutions, reissues, reexaminations, extensions, or restorations of any of the preceding and other government issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) ("**Patents**");

(B) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, and the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing ("**Trademarks**");

(C) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the preceding ("**Copyrights**");

(D) internet domain names (including "clemis.org") and social media accounts or user names (including handles), whether or not Trademarks, any associated web addresses, URLs, websites and web pages, social media sites, and pages, and any content and data on or relating to the websites and web pages, social media sites, and pages, whether or not Copyrights;

(E) mask works, and any registrations, applications for registration, and renewals of the registrations or applications for registration;

(F) industrial designs, and all Patents, registrations, applications for registration, and renewals;

(G) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, Technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and any related rights ("**Trade Secrets**");

(H) computer programs, operating systems, applications, firmware, and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other related documentation;

(I) rights of publicity; and

(J) any other intellectual or industrial property and proprietary rights.

6.3 **Other Assets**

On the Transfer Date, in addition to other assets transferred by the County to the Authority, the County shall transfer $9,750,000.00 to the Authority.

6.4 **Liabilities and Contingencies**

On the Transfer Date, the County shall transfer to the Authority and the Authority shall assume the liabilities and contingencies of the County relating to the CLEMIS System as detailed in the Transfer Agreement.

6.5 **County Property and Facilities**

Beginning on the Transfer Date, and continuing through September 30, 2027, the County shall provide the Authority with the use of County facilities and property needed for the operation of the CLEMIS System by the Authority as provided in the Transfer Agreement, including a separately executed lease agreement. The Authority may enter into agreements with the County for the use of County property and facilities effective after September 30, 2027.

6.6 **County Telecommunications and Network Equipment and Services**

Beginning on the Transfer Date and continuing through September 30, 2027, the County shall provide the Authority with the use of the County telecommunications and network equipment and services as provided in the Transfer Agreement. The Authority may enter into agreements with the County for the use of County telecommunications and network equipment effective after September 30, 2027.

6.7 **County I.T. Services Agreements**

(a) By October 3, 2025, the County shall notify each Public Agency that is a party to an agreement for information technology services with the County providing the Public Agency with access to the CLEMIS System (each a "**County I.T. Services Agreement**") of the cancellation of the County I.T. Services Agreement by the County effective February 1, 2026.

(b) When providing notice to a Public Agency under section 6.7(a), the County shall provide the Public Agency with information provided by the Authority regarding the transfers provided under this agreement and instructions on how the Public Agency may enter into an agreement with the CLEMIS Authority for continued access to the CLEMIS System after January 31, 2026.

(c) If the County enters into a County I.T. Services Agreement after the Effective Date, the County I.T. Services Agreement must provide for the termination of the County I.T. Services Agreement effective February 1, 2026.

(d) The County and the Authority may enter into agreements and execute other documents necessary to effectuate this section 6.7.

6.8 **Other Revenue**

After January 31, 2026, the County shall transfer to the Authority money paid to the County and attributable to the CLEMIS System. A transfer under this section 6.8 must be paid to the Authority within 15 Business Days after the end of the month in which money is paid to the County.

6.9 Nonparty Consents

To the extent that the County's rights under any agreement or permit that is a Transferred Asset under the Transfer Agreement, or any other Transferred Asset under the Transfer Agreement, may not be assigned to the Authority without the consent of another Person, and the consent has not been obtained as of the Transfer Date, it is the intent of the parties that this Agreement not be construed to assign the Transferred Asset to the Authority if the attempted assignment would constitute a breach of the agreement or permit or be unlawful, and the County shall use reasonable efforts to obtain any required consent as promptly as possible. If any consent is not obtained or if any attempted assignment would be ineffective or would impair the Authority's rights under the Transferred Asset in question, so that the Authority would not effectively acquire the benefit of the rights relating to the Transferred Asset, the County, to the extent permitted by applicable law and the Transferred Asset, shall act after the Transfer Date as the Authority's agent to obtain for the Authority the benefits under the Transferred Asset and shall cooperate to the extent permitted by applicable law and the Transferred Asset in any other reasonable arrangement designed to provide the benefits to the Authority.

ARTICLE 7
EMPLOYEES

7.1 Employer of Personnel

(a) The Authority must function as the employer of any employees of the Authority and has the responsibility, authority, and right to manage and direct the employees of the Authority.

(b) No employment relationship exists between the Authority and an employee of an Initial Participant or a Participant.

7.2 Transfer of County Employees

(a) On the Transfer Date, the County shall transfer to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Upon transfer to the Authority, the employees transferred under this section 7.2(a) will each be an employee of the Authority and not employees of the County.

(b) On the Transfer Date, the County shall detail (as provided in this section 7.2(b)) to the Authority each employee of the County indicated in the Transfer Agreement that remains an employee of the County on January 31, 2026. Employees of the County detailed to the Authority under this section 7.2(b) are not employees of the Authority and remain employees of the County. Employees described in this section 7.2(b) will continue within the County's merit system (as applicable to any County merit system employee), and the County's compensation and benefit system, including wages, retirement benefits, seniority, medical leave, vacation, healthcare, and other benefits, with those costs paid by the Authority while the employee is detailed to the Authority. Employees detailed under this section 7.2(b) are subject to direction and

supervision in the performance of tasks by the Authority, but the County will function as the employer of the employees detailed under this section 7.2(b) and will otherwise have the responsibility, authority, and right to manage and direct the employees. The Authority and the County may enter into agreements relating to the detail of employees under this section 7.2(b).

ARTICLE 8
RECORDS AND FINANCES

8.1 Authority Records

(a) The Authority shall keep and maintain at the principal office of the Authority all documents and records of the Authority.

(b) The records of the Authority must include a copy of this agreement, each Participation Agreement, any amendments to this agreement, and any amended and restated agreement.

(c) The Authority shall make the records of the Authority available to the parties.

(d) The records and documents of the Authority must be maintained until termination of this agreement. Upon termination of this agreement, the records and documents of the Authority must be transmitted to the County.

8.2 Freedom of Information Act

The Authority shall comply with the Freedom of Information Act, 1976 PA 442, as amended, MCL 15.231 to 15.246.

8.3 Uniform Budgeting and Accounting Act

(a) The Authority shall be subject to and comply with the Uniform Budgeting and Accounting Act, 1968 PA 2, as amended, MCL 141.421 to 141.440a.

(b) Unless otherwise designated by the Executive Committee, the Executive Director shall serve as the chief administrative officer of the Authority for purposes of the Budget Act.

(c) The Executive Committee shall prepare all budgets and budget amendments and the Executive Committee shall approve all budgets and budget amendments for the Authority for each fiscal year of the Authority.

8.4 Financial Statements and Reports

(a) The Authority shall prepare, or cause to be prepared, at the Authority's expense, audited financial statements (balance sheet, statement of revenue and expenses, statement of cash flows, and changes in fund balance) on an annual basis.

(b) The audited financial statements must be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm.

(c) A copy of the annual financial statement and report must be filed with the Michigan Department of Treasury and the Authority shall make a copy available to the Authority Board, the Executive Committee, and each of the parties.

8.5 **Deposits and Investments**

The Authority shall deposit and invest money of the Authority not otherwise employed in carrying out the purposes of the Authority in accordance with an investment policy adopted by the Executive Committee that is consistent with applicable law.

8.6 **Disbursements**

Disbursements of money of the Authority must be in accordance with the budget for the Authority adopted by the Executive Committee, consistent with any guidelines or disbursement policies established by the Executive Committee, and in accordance with applicable law.

8.7 **Audits**

(a) The Executive Committee may establish a dedicated audit committee for the purpose of overseeing the accounting and financial reporting processes of the Authority and audits of its financial statements and making recommendations to the Authority Board on approval of the annual audit.

(b) If an audit committee is established, the Executive Committee shall establish specific duties and obligations for the audit committee and standards and qualifications for membership of that committee.

(c) The Executive Committee may require at least one member of an audit committee to be specifically knowledgeable about financial reports.

ARTICLE 9
ADMISSION OF PARTICIPANTS

9.1 **Admission Procedure**

(a) After the Effective Date, a Public Agency may become a Participant by submitting to the Authority a participation agreement signed by the Public Agency in the form included at exhibit A (a "**Participation Form**") in a manner consistent with this section 9.1 and any procedures adopted by the Executive Committee.

(b) A Participation Form must be accompanied by a resolution of the governing body of the Public Agency in substantially the form provided at exhibit B (the "**Authorizing Resolution**").

(c) A Participation Form also must be accompanied by a CLEMIS MSA signed by the Public Agency.

(d) The Executive Director may approve or deny a request from a Public Agency to become a Participant. If the Executive Director approves the request from the Public Agency, the Executive Director shall sign the Participation Form and the CLEMIS

MSA submitted by the Public Agency and transmit a signed copy of the Participation Form and the CLEMIS MSA to the Public Agency.

(e) A Public Agency approved under section 9.1(d) shall do both of the following:

(1) File a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the county clerk of each county in which the Public Agency is located; and

(2) Notify the Authority of the Public Agency's compliance with section 9.1(e)(1).

(f) After notification under section 9.1(e)(2), the Authority shall file a copy of (A) the Participation Form signed by the Public Agency and the Authority, (B) a copy of the Authorizing Resolution for the Public Agency, and (C) this agreement with the clerk of the County.

(g) If the Executive Director does not approve a request from a Public Agency under this section 9.1, the Public Agency is not a Participant.

9.2 **Admission Date**

The effective date of admission of a Participant is the day on which sections 9.1(e) and 9.1(f) are complied with for the Participant.

9.3 **Admission not an Amendment**

The admission of an additional Participant is not otherwise an amendment to this agreement.

ARTICLE 10
TERM, DURATION, WITHDRAWAL, AND TERMINATION

10.1 **Effective Date**

(a) This agreement is effective beginning on the day (the "**Effective Date**") that all of the following are satisfied:

(1) this agreement is approved by the township board of Bloomfield Township;

(2) this agreement is approved by the township board of White Lake Township;

(3) this agreement is approved by the board of commissioners of the County;

(4) this agreement is signed by the supervisor of Bloomfield Township;

(5) this agreement is signed by the supervisor of White Lake Township;

(6) this agreement is signed by the County Executive;

(7) a copy of this agreement is filed with the clerk of the County; and

(8) a copy of this agreement is filed with the Secretary of State.

10.2 **Term**

(a) This agreement is effective beginning on the Effective Date and continues for an initial term of 15 years (the "**Initial Term**").

(b) After the Initial Term, the agreement is extended in five-year increments unless not extended by joint action of the parties.

(c) The term of this agreement also ends upon one or more of the following:

(1) withdrawal by all parties under sections 10.3 and 10.4;

(2) withdrawal by the County under section 10.3;

(3) withdrawal by all Initial Participants and Participants under section 10.4; or

(4) the Transfer Agreement is not approved and effective before February 1, 2026.

10.3 **Withdrawal by County**

The County may withdraw as a party to this agreement upon 18 months' notice of its withdrawal to the Authority. The Authority by the vote of at least three-fourths of the serving members of the Executive Committee may waive the notice period under this section 10.3.

10.4 **Withdrawal by Others**

Initial Participants and Participants other than the County may withdraw from this agreement upon six months' notice to the Authority. The withdrawal of an Initial Participant or Participant other than the County will not terminate or otherwise affect this agreement as to the remaining parties if the County and at least one additional Initial Participant or Participant remains a party to this agreement.

10.5 **Termination or Expiration of CLEMIS MSA**

After January 31, 2026, if an Initial Participant or a Participant terminates the CLEMIS MSA between the Initial Participant or Participant and the Authority or the CLEMIS MSA between the Initial Participant or Participant and the Authority expires, the Initial Participant or the Participant's status as a party to this agreement expires upon the termination or expiration of the CLEMIS MSA.

10.6 **Disposition upon Termination**

(a) As soon as possible after termination of this agreement, the Authority shall wind up its affairs as follows:

(1) all of the Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the Authority and distribution of its assets must be paid first; and

(2) title to all property and assets owned by the Authority must be distributed as directed by the Executive Committee, which may include transfer of the property and assets to the County.

ARTICLE 11
ADDITIONAL PROVISIONS

11.1 Legal Compliance

Each party shall comply with the laws and regulations applicable to its activities under this agreement.

11.2 Relationship and Responsibilities of Parties

(a) No party is responsible for the acts of the Authority or of the Representatives of any other party, whether acting separately or in conjunction with the implementation of this agreement. The parties are only bound and obligated under this agreement as expressly agreed by each party under this agreement and no party may otherwise obligate any other party because of this agreement.

(b) Each party is responsible for any Nonparty Claims brought against that party and for the acts or omissions of its Representatives arising out of this agreement.

(c) Except as otherwise provided in this agreement, for any dispute arising out of this agreement, each party shall seek its own legal representation and bear the costs of that representation.

(d) The parties hereby acknowledge that no party is legally authorized to indemnify any other party or the Authority. The parties hereby acknowledge that the Authority is not legally authorized to indemnify any party.

(e) A party will not be liable to another party or any other Person for any consequential, incidental, indirect, special, or punitive damages arising out of this agreement regardless of whether the party was informed of the possibility of those damages.

(f) For purposes of this section 11.2, the following definitions apply:

(1) "**Nonparty Claim**" means any Proceeding brought by someone other than a party against one or more parties that arises out of this agreement.

(2) "**Representative**" means, with respect to a party, any of that party's officers, employees, agents, consultants, advisors, or other representatives.

11.3 Nonparties

Except as expressly provided in this agreement, this agreement does not create for any Person and is not intended to create by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any party's rights in this agreement, or any other right.

11.4 Governmental Function

The parties acknowledge that the performance of this agreement is the governmental function of providing criminal justice and public safety services to serve and to provide aid for persons and property.

11.5 **No Waiver of Governmental Immunity**

The parties believe that nothing in this agreement is a waiver by any party of any governmental immunity provided under Act 7 or other law.

11.6 **Non-Assignment**

No party may assign any of its rights or delegate any of its obligations under this agreement without the prior written consent of the other parties.

11.7 **Modification; Waiver**

(a) No amendment of this agreement will be effective unless it is in writing, approved by the governing body of each party, and signed by an authorized officer of the party.

(b) Each party hereby consents to the filing by the Authority of an amendment under section 11.7(a) approved by each party to the amendment on behalf of each party to the amendment.

(c) No waiver under this agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

11.8 **Notice**

(a) A notice or other communication under this agreement will be effective if it is in writing and received by the party to which it is addressed. It will be deemed to have been received as follows:

(1) if a paper copy is delivered by a delivery organization that allows users to track deliveries, upon receipt as stated in the tracking system;

(2) if a paper copy is delivered by another means, when the intended recipient or a representative of the intended recipient signs for it; or

(3) if it is delivered by email, when the intended recipient acknowledges by notice in accordance with this section 11.8 (but without need for further acknowledgement) having received that message, except that a read receipt or an automatic reply will not constitute acknowledgement of a message for purposes of this section 11.8; and

(4) if the intended recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.

(b) For a notice under this agreement to be valid, it must be addressed using the information below for that party or any other information stated by that party in a notice in accordance with this section 11.8:

To County: Oakland County
2100 Pontiac Lake Rd
Waterford, MI 48328-2762

To Bloomfield Township	Charter Township of Bloomfield 4200 Telegraph Rd Bloomfield Township, MI 48302-2038
To White Lake Township	White Lake Police Department 7525 Highland Rd White Lake, MI 48383-2938
To a Participant:	To the address provided by the Participant in the Participation Agreement for that Participant.

(c) If a notice addressed to a party is received after 5:00 p.m. on a Business Day at the location specified in the address for that party, or on a day that is not a Business Day at the location specified in the address for that party, then the notice will be deemed to have been received at 9:00 a.m. on the next Business Day.

11.9 **Severability**

The parties acknowledge that if a dispute between the parties arises out of this agreement or the subject matter of this agreement, they would want the court to interpret this agreement as follows:

(1) with respect to any provision that it holds to be unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable or, if that modification is not permitted by law, by disregarding that provision;

(2) if an unenforceable provision is modified or disregarded in accordance with this section 11.9, by holding that the rest of the contract will remain in effect as written;

(3) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable; and

(4) if modifying or disregarding the unenforceable provision would result in failure of an essential purpose of this agreement, by holding the entire contract unenforceable.

11.10 **Electronic Signatures**

(a) If a Participation Agreement is an Electronically Signed Document, all of the following apply:

(1) the Authority states that the intention of the individual signing on behalf of the Authority on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(2) each Participant states that the intention of the individual signing on behalf of the Participant on the Electronically Signed Document is to attribute the individual's signature to the Electronically Signed Document, and that the Electronic Signature on the Electronically Signed Document is the signer's signature to the Electronically Signed Document;

(3) the parties acknowledge that the Electronic Signatures on all Electronically Signed Documents are legally binding; and

(4) each party hereby waives all rights to repudiate the authenticity or validity of an Electronic Signature on an Electronically Signed Document to the extent the repudiation is based in whole or in part on the fact that the signature is not in an original handwritten form using physical ink and paper.

(b) The Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN), as amended, 15 USC 7001 to 7031, or the Uniform Electronic Transactions Act, 2000 PA 305, as amended, MCL 450.831 to 450.849, or both, as applicable, govern an Electronic Signature on this agreement or a Participation Agreement for a Participant. The Uniform Computer Information Transactions Act (UCITA) does not govern an Electronic Signature on this agreement or a Participation Agreement for a Participant.

(c) For purposes of this section 11.10, the following definitions apply:

(1) **"Electronic Signature"** means any form of signature provided on behalf of a party other than an original handwritten signature, including any type of image created in any manner (whether electronically or otherwise), which image could reasonably be interpreted as an indication of the signer's intent to sign the document.

(2) **"Electronically Signed Document"** means any document received by a party in connection with this agreement or a Participation Agreement for a Participant, or the correction or amendment of any such document, to which an Electronic Signature is affixed, attached, or otherwise logically associated.

11.11 Counterparts

If the parties sign this agreement in several counterparts, each will be deemed an original, but all counterparts together will constitute one instrument.

11.12 Governing Law

Michigan law governs any adversarial Proceeding arising out of this agreement.

11.13 Jurisdiction and Venue

Except as otherwise required by law or court rule, as the exclusive means of bringing an adversarial Proceeding to resolve any dispute arising out of this agreement or the subject matter of this agreement, a party may bring the Proceeding in the Southern Division of the

United States District Court for the Eastern District of Michigan, the 6th Circuit Court of the State of Michigan, or the 50th District Court of the State of Michigan.

11.14 **Scope of Agreement; Entire Agreement**

This agreement (including for each Participant the Participation Agreement for that Participant) is the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether oral or written, between the parties.

11.15 **Date of Agreement**

The date of this agreement will be the date this agreement is signed by the last of the Initial Participants to sign it (as indicated by the date associated with each Initial Participant's signature). If an Initial Participant signs this agreement but fails to date its signature, the date the County receives that Initial Participant's signature will be deemed to be the date that Initial Participant signed this agreement.

Each Initial Participant is signing this agreement on the date stated opposite the Initial Participant's signature.

[*signature pages follow*]

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

OAKLAND COUNTY

Date: 10/8/25, 2025

By: _____
David T. Woodward
Chairperson of the County Board of Commissioners

Date: 10/7/25, 2025

By: _____
David Coulter
County Executive

CHARTER TOWNSHIP OF BLOOMFIELD

Date: SEPTEMBER 9, , 2025

By: _____
Mike McCready
Township Supervisor

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

CHARTER TOWNSHIP OF WHITE LAKE

Date: 8-21-25, 2025

By: _____
Rik Kowall
Township Supervisor

122486.000003 4897-1642-7050.9

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

EXHIBIT A
FORM FOR PARTICIPATION IN COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) INTERLOCAL AGREEMENT

CLEMIS

PARTICIPATION AGREEMENT
Courts and Law Enforcement Information System (CLEMIS) Authority

By execution of this Participation Agreement by the Participant and the CLEMIS Authority, the Participant, Oakland County, the Initial Participants, and each other Participant under the CLEMIS Interlocal Agreement enter into an agreement incorporating the interlocal agreement initially between Oakland County, the Charter Township of Bloomfield, and the Charter Township of White Lake creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority by this reference (available at https://www.clemis.org/forms/). A reference copy of the CLEMIS Interlocal Agreement must be attached. This agreement also includes the contents of this cover page. Capitalized terms used but not defined in this agreement are as defined in the CLEMIS Interlocal Agreement.

PARTICIPANT	
Full Legal Name: **Notice Address:** (choose Delivery Address or both Delivery Address and Email)	☐ Delivery Address: ☐ Email:

ATTACHMENTS *(attach)*	
The following attachments are included with this agreement.	
Authorizing Resolution	☐ An authorizing resolution in substantially the form as provided in exhibit B of the CLEMIS Interlocal Agreement has been adopted by the governing body of the Participant and a copy is attached.
CLEMIS Main Services Agreement	☐ An executed copy of the Cover Page for the CLEMIS MSA between the Participant and the CLEMIS Authority is attached.

SIGNATURES

Each party is signing this participation agreement on the date stated below that party's signature. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Participant:	**Authority:**
[PUBLIC AGENCY NAME]	COURTS AND LAW ENFORCEMENT MANAGEMENT INFORMATION SYSTEM (CLEMIS) AUTHORITY
By: _____	By: _____
Name: _____	Name: _____ Executive Director
Title: _____	
Date: _____	Date: _____

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

EXHIBIT B
FORM FOR RESOLUTION FOR GOVERNING BODY OF PARTICIPANT

[NAME OF PARTICIPANT]
[Name of Governing Body of Participant]

RESOLUTION
Participation in CLEMIS Authority Interlocal Agreement

[Name of Participant] (the "Public Agency"), is a "public agency" as that term is defined under section 2(e) of the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.502(e).

Under section 28 of article 7 of the Michigan Constitution of 1963 and the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512 ("Act 7"), a public agency may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately.

The Public Agency possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems.

The Public Agency wants to exercise powers, privileges, and authorities jointly with Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies under an interlocal agreement creating the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "CLEMIS Interlocal Agreement") and become a participating public agency under and party to the CLEMIS Interlocal Agreement.

The Public Agency also wants to use the services of the CLEMIS System operated by the Courts and Law Enforcement Management Information System (CLEMIS) Authority (the "Authority") by entering into a services agreement with the Authority.

The [name of governing body] of the Public Agency therefore resolves as follows:

- that the interlocal agreement between Oakland County, the Charter Township of Bloomfield, the Charter Township of White Lake, and other participating public agencies creating the CLEMIS Interlocal Agreement is hereby approved;
- that the Public Agency is hereby authorized to enter into a participation agreement with the Authority to enter into and become a party to the CLEMIS Interlocal Agreement;
- that the Public Agency is hereby authorized to enter into the CLEMIS Main Services Agreement (the "CLEMIS MSA") between the Public Agency and the Authority;
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to transmit a copy of this resolution to the Authority and execute the participation agreement for the CLEMIS Interlocal Agreement and the CLEMIS MSA on behalf of the Public Agency; and
- that the [designated officer of the Public Agency] of the Public Agency is hereby authorized and directed to file a copy of the participation agreement for the CLEMIS Interlocal Agreement, including the CLEMIS Interlocal Agreement, on behalf of the Public Agency with the clerk of each county in which the Public Agency is located.

Certification

I, [Public Agency governing body clerk/secretary name], [secretary/clerk] of the [governing body of Public Agency] (the "Board") of the [Public Agency Name] (the "Public Agency"), hereby certify all of the following:

(1) that this resolution of the Board was adopted at a meeting of the Board held on [date];
(2) that the resolution remains in effect;
(3) that the meeting was held in compliance with the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275; and
(4) that the minutes of the meeting were kept and have been or will be made available as required by the Open Meetings Act, 1976 PA 267, as amended, MCL 15.261 to 15.275.

Date: _____ By: _____

Name: _____
[Secretary/Clerk]

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

OAKLAND COUNTY MICHIGAN
BOARD OF COMMISSIONERS

September 18, 2025
RESOLUTION #2025-5723 _ 25-32
Sponsored By: Gwen Markham
Executive's Office - Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority
Chair and Members of the Board:

WHEREAS the Courts & Law Enforcement Management Information System (CLEMIS) is a multifaceted, regional public safety information system, which provides mission critical technology and vital information to governmental entities at an affordable cost and is operated, maintained, and subsidized by the Oakland County Department of Information Technology; and

WHEREAS CLEMIS was created in approximately 1968 to address the inability of criminal justice/public safety agencies to electronically share data in a timely/real time manner; and

WHEREAS CLEMIS is used by approximately 250 governmental entities across ten counties in Michigan; and

WHEREAS the State of Michigan encourages governmental entities to share services with each other for efficiency and cost savings; and

WHEREAS CLEMIS must be modernized to become an independent, self-sustaining operation that continues to provide affordable and accessible solutions to governmental entities; and

WHEREAS to accomplish these objectives a separate legal entity must be formed pursuant to State law; and

WHEREAS pursuant to the Urban Cooperation Act, Public Act 7 of 1967, MCL 124.501, et seq., and the Interlocal Agreement, attached as Schedule A, Bloomfield Township, Oakland County, and White Lake Township will form a separate legal entity; and

WHEREAS the County Executive recommends that the Oakland County Board of Commissioners approve and execute the attached Interlocal Agreement.

NOW THEREFORE BE IT RESOLVED that the Oakland County Board of Commissioners approves the attached Interlocal Agreement and directs its Chairperson and requests the County Executive to each execute the attached Interlocal Agreement on behalf of Oakland County and file the executed Interlocal Agreement with the Oakland County Clerk and the Oakland County Clerk shall file the Agreement with the Office of the Great Seal of the Michigan Secretary of State.

BE IT FURTHER RESOLVED that the Oakland County employees identified in the attached Schedule B, shall be assigned/detailed to the new separate legal entity and retain full benefits and rights as an Oakland County employee, as long as they remain an Oakland County employee; the full cost of such assignment/detail of personnel to be reimbursed to Oakland County.

BE IT FURTHER RESOLVED that the Oakland County employees identified in attached Schedule C

will be transferred to the divisions set forth therein.

BE IT FURTHER RESOLVED that those Oakland County positions assigned/detailed to the new separate legal entity, identified in Schedule B, shall be deleted if the position becomes vacant.

BE IT FURTHER RESOLVED that Oakland County shall account for the new separate legal entity and any financial transfers to the new separate legal entity in a manner consistent with the accounting and financial reporting standards for state and local governments established by the Government Accounting Standards Board.

BE IT FURTHER RESOLVED that ten million dollars ($10,000,000.00) be transferred from the Strategic Investment Plan Fund Balance (383554) to the new separate legal entity, and the transfer shall be executed pursuant to the attached Interlocal Agreement as approved by this resolution.

Chair, the following Commissioners are sponsoring the foregoing Resolution: **Gwen Markham**.

David Woodward, Commissioner — Date: September 18, 2025

David Coulter, Oakland County Executive — Date: September 19, 2025

Lisa Brown, County Clerk / Register of Deeds — Date: September 30, 2025

COMMITTEE TRACKING
2025-09-10 Finance - Recommend to Board
2025-09-18 Full Board - Adopt

Motioned by Commissioner Gwen Markham seconded by Commissioner Robert Hoffman to adopt the attached Resolution: Formation of the Courts & Law Enforcement Management Information System (CLEMIS) Authority.

Yes: Ann Erickson Gault, Michael Gingell, Marcia Gershenson, Robert Hoffman, Brendan Johnson, Christine Long, Penny Luebs, Gwen Markham, William Miller III, Angela Powell, Robert Smiley, Yolanda Smith Charles, Michael Spisz, Linnie Taylor, Philip Weipert, David Woodward (16)
No: Charles Cavell, Kristen Nelson (2)
Abstain: None (0)
Absent: Karen Joliat (1)
Passed

ATTACHMENTS
1. CLEMIS Authority Position Schedule B and C

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

2. Resolution 25-014 CLEMIS Interlocal Agreement
3. CLEMIS Participation Agreement
4. 4897-1642-7050.10 - CLEMIS Authority Interlocal Agreement

STATE OF MICHIGAN)
COUNTY OF OAKLAND)
I, Lisa Brown, Clerk of the County of Oakland, do hereby certify that the foregoing resolution is a true and accurate copy of a resolution adopted by the Oakland County Board of Commissioners on September 18, 2025, with the original record thereof now remaining in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Circuit Court at Pontiac, Michigan on Thursday, September 18, 2025.

Lisa Brown

Lisa Brown, Oakland County Clerk / Register of Deeds

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

PRESENT:

Supervisor Mike McCready	Trustee Mark Antakli
Clerk Martin Brook	Trustee Neal Barnett
Treasurer Michael Schostak	Trustee Christopher Kolinski
	Trustee Valerie Murray

ABSENT:

ITEM 3. Consider Approval of the CLEMIS Authority Formation Interlocal Agreement

Police Chief James Gallagher presented on the proposed formation of the CLEMIS Authority. Chief Gallagher was accompanied by Bo Chang, Interim Director of CLEMIS.

CLEMIS (Courts and Law Enforcement Management Information System) was originally established in 1968 by Oakland County in collaboration with several local police departments. Bloomfield Township is one of the founding members. CLEMIS serves as a data-sharing platform among law enforcement agencies to support crime-solving efforts and public safety services. The system, however, has not been modernized since its creation.

The agreement was reviewed by our Township attorney. Chief Gallagher requested that Bloomfield Township continue its leadership role in CLEMIS and approve the Interlocal Agreement to move forward in creating the CLEMIS Authority.

MOTION by Barnett and SUPPORT by Murray to APPROVE the CLEMIS Authority Formation Interlocal Agreement with an Amendment to Mail all Notices Pursuant to the Agreement to the Township Police Department and Township Supervisor (Exhibit 1).

A voice vote was called.

MOTION DECLARED ADOPTED 7-0.

I, MARTIN C. BROOK, TOWNSHIP CLERK of the Charter Township of Bloomfield, County of Oakland, Michigan, do hereby certify the foregoing is a true and correct copy of a resolution adopted by the Board at its regular meeting held on the 8th day of September 2025.

MARTIN C. BROOK
BLOOMFIELD TOWNSHIP CLERK

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

CHARTER TOWNSHIP OF WHITE LAKE
OAKLAND COUNTY, MICHIGAN

RESOLUTION #25-014

APPROVE OAKLAND COUNTY CLEMIS INTERLOCAL AGREEMENT

At the regular meeting of the Township Board of the Charter Township of White Lake, County of Oakland, Michigan, held in Township Annex Hall, 7527 Highland Road, in accordance with the Open Meetings Act, Public Act 267 of 1976 as amended, on the 19th day of August, 2025, at 6:30 p.m., with those present and absent being:

Present: Rik Kowall, Anthony L. Noble, Mike Roman, Scott Ruggles, Andrea C. Voorheis, and Liz Smith.

Absent: Steve Anderson.

The following preamble and resolution were offered by Clerk Noble and seconded by Supervisor Kowall.

WHEREAS, the Township Board has considered the Oakland County CLEMIS Interlocal (the "Agreement"), attached as Exhibit A.

WHEREAS, the Township has the authority to enter into Interlocal agreements under the Urban Cooperation act of 1967, 1967 (Ex Sess) PA 7, as amended, MCL 124.501 to 124.512. The Township may exercise jointly with any other public agency any power, privilege, or authority that the public agencies share in common and that each might exercise separately. The Township possesses the powers, privileges, and authorities to perform various activities relating to courts and law enforcement management information systems ("CLEMIS").

WHEREAS, the Township wants to exercise powers, privileges, and authorities jointly with Oakland County and the Charter Township of Bloomfield under the Agreement creating the CLEMIS Authority as an Initial Participant. The Agreement parties will be expanded at a later date to include other Participants who agree to the terms of the Agreement;

WHEREAS, the Authority will be a separate legal entity that will have the authority to enter into contracts, hire employees, accept grants, borrow money and exercise other authority outlined in the Agreement. The Authority is not authorized to levy a tax.

WHEREAS, the Agreement transfers the functions of the CLEMIS System from Oakland County to the CLEMIS Authority, with the Township designated as an Authority Board member.

WHEREAS, the day to day responsibilities of the CLEMIS System will be overseen by an Executive Board and an Executive Director. The Executive Committee will be comprised of 9 members from the Authority Board who are appointed by the County Executive. The Executive

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

Committee is required to establish fees and other charges sufficient to pay for the expenses of the CLEMIS System and Authority among other responsibilities outlined in the Agreement;

WHEREAS, as part of the transfer of the assets and liabilities of CLEMIS from the County, the Authority shall receive $250,000 from the County for the initial startup costs of the Authority and the County will transfer $9,750,000.00 to the Authority on February 1, 2026, as well as the CLEMIS System. The County will also transfer certain employees, which will be outlined in a Transfer Agreement;

WHEREAS, the County shall provide the Authority with the use of County facilities, property, and the County telecommunications and network, needed to operate the CLEMIS system through September 30, 2027. The Authority may enter into agreements with the County for use of County property and facilities and network after September 20, 2027;

WHEREAS, the Agreement will not be effective until it is approved by both White Lake and Bloomfield Townships, the County Board of Commissioners, is signed by the Township Supervisors and the County Executive and is filed with the County and the Secretary of State.

WHEREAS, the Agreement is for an initial term of 15 years, which may be extended in 5 year increments. The Township may withdraw from the Authority upon providing 6 months advance notice. The County may withdraw from the Agreement upon providing 18 months advance notice. If the County withdraws from the Agreement, the Agreement terminates.

WHEREAS, the Township Board has determined that it will benefit the Township to enter into the Agreement.

NOW, THEREFORE, the Township Board of the Charter Township of White Lake, Oakland County resolves as follows:

1. The Township Board resolves to approve the Agreement, attached as Exhibit A to this Resolution, in substantially the same form as presented.

2. The Township Board authorizes the Township Supervisor to execute the Agreement on behalf of the Township.

A vote on the foregoing resolution was taken and was as follows:

AYES:	6
NAYS:	0
ABSENT:	1

RESOLUTION DECLARED ADOPTED BY VOICE VOTE.

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

CLERKS CERTIFICATION

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

I, Anthony L. Noble, duly qualified Clerk of the Charter Township of White Lake, County of Oakland, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a meeting of the Township Board held on the 19h day of August 2025, the original of which resolution is on file in my office

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 22nd day of September, 2025.

Anthony L. Noble, Clerk MiPMC
Charter Township of White Lake

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)§§
COUNTY OF OAKLAND)

The foregoing Certified Record was acknowledged before me by Anthony L. Noble, the duly authorized Clerk of White Lake Township, Michigan, on September 22, 2025.

DOUGLAS D. SANTIAGO
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES May 18, 2028
ACTING IN COUNTY OF

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

Exhibit A

(Agreement Attached)

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

CLEMIS Authority

Quote: Oak Park DPS

Oak Park DPS
13800 Oak Park Blvd
Oak Park, MI 48237

Steve Cooper
scooper@ci.oak-park.mi.us

Reference: 20260521-144519750

Department/Organization: Oak Park DPS

Public Agency: City of Oak Park

Effective Date: October 1, 2026

Quote created: May 21, 2026
Quote expires: July 31, 2026
Quote created by: Lisa Werner
CLEMIS Authority Support
wernerl@clemisauthority.org
+19478136903

This CLEMIS Order Form ("Order Form") is entered into by the Courts and Law Enforcement Management Information System (CLEMIS) Authority created as a public body corporate and politic (the "Authority"), and the public agency listed above ("Public Agency").

Comments from the CLEMIS Authority:

Please review your Products & Services listed below along with the Terms of this quote and confirm that they are complete and accurate.

This quote is provided for your review while your community's agreement is being approved.

- The Order form with signature lines will be sent to you once that agreement is in place.
- Your membership term begins October 1, 2026, and payment will be due at that time for the period October 2026 through September 2027.
- If anything in this quote needs to be added, removed, or corrected, please contact us before September 1, 2026 so we can get your Order corrected before it is sent for signature.
- You can reach us at membership@clemisauthority.org or (947) 813-6903.

Products & Services

Item & Description	Quantity	Unit Price	Total
CLEMIS Membership Tier 1 16+ FTEs [FY27] Provides membership for government agencies and they share their data. Pricing is per MCOLES FTE (Sworn Officer). License includes CAD, RMS, Crash, Citations, Impounds, Electronic Activity Logs, Evidence & Property, Search, and Talon/LEIN **Payment starts: October 1, 2026**	49	$269.00 / year	$13,181.00 / year
MDC Wireless with Card [FY27] **Payment starts: October 1, 2026**	16	$1,149.00 / year	$18,384.00 / year
Dataworks Criminal Livescan 10+Palm (Existing) [FY27] **Payment starts: October 1, 2026**	1	$6,800.00 / year	$6,800.00 / year
Dataworks Mugshot Workstation [FY27] **Payment starts: October 1, 2026**	1	$2,500.00 / year	$2,500.00 / year
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5) **Payment starts: October 1, 2026**	1	$605.00 / year	$605.00 / year
LEADS Online Subscription (35-49 FTEs) [FY27] **Payment starts: October 1, 2026**	1	$3,800.00 / year	$3,800.00 / year
Fire Membership - In County Main [FY27] Provides membership for government agencies. Pricing is per Main Station. Fire membership includes, Fire and basic EMS reporting, Hydrants, Training, Occupancy, Daily Roster, Equipment & Vehicles, Daily Journal. **Payment starts: October 1, 2026**	1	$5,324.00 / year	$5,324.00 / year
		Due now	**$0.00**

Future Payments Summary

Item	Payment
CLEMIS Membership Tier 1 16+ FTEs [FY27]	$13,181.00 / year starting on October 1, 2026

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

Item	Payment
MDC Wireless with Card [FY27]	$18,384.00 / year starting on October 1, 2026
Dataworks Criminal Livescan 10+Palm (Existing) [FY27]	$6,800.00 / year starting on October 1, 2026
Dataworks Mugshot Workstation [FY27]	$2,500.00 / year starting on October 1, 2026
Dataworks Livescan as a Service, Transition Price Protection Adjustment (Years 2-5)	$605.00 / year starting on October 1, 2026
LEADS Online Subscription (35-49 FTEs) [FY27]	$3,800.00 / year starting on October 1, 2026
Fire Membership - In County Main [FY27]	$5,324.00 / year starting on October 1, 2026

Terms and Conditions

The terms and conditions governing this Order Form, including payment terms, are set forth in the Main Services Agreement (the "MSA"). A copy of the MSA is available at www.clemisauthority.org/membership. Capitalized terms not defined in this Order Form have the meaning given them in the MSA.

1. Subscription

1.1 Public Agency Departments. Public Agency is subscribing for the Service to be provided to the departments of Public Agency listed above.

1.2 Subscription Term. The subscription term for the products below commences on the Order Form Effective Date above and will remain in effect through September 30 of the same fiscal year (October 1 through September 30). The subscription term will automatically renew for consecutive one-year terms, unless terminated by either party providing written notice at least 30 days prior to expiration of the then-current term.

2. Products, Services, and Fees

2.1 Product Subscription. Public Agency is subscribing to the products listed in this Order Form, which products will constitute the "Service" (as defined in the MSA) to be provided to Public Agency. Public Agency may purchase additional products to be included as part of the Service through the execution of additional Order Forms.

2.2 Professional Services. Public Agency is purchasing the services listed in this Order Form, which services will constitute "Professional Services" (as defined in the MSA) to be provided to Public Agency.

3. Signature Authority. The individual signing on behalf of Public Agency represents that they are duly authorized to sign this Order Form on behalf of Public Agency and contractually bind Public Agency to its terms.

Docusign Envelope ID: 86F1C533-1394-8516-802E-887DE080F4CE

Questions? Contact me



Lisa Werner
CLEMIS Authority Support
wernerl@clemisauthority.org
+19478136903

CLEMIS Authority
51111 Woodward Avenue, Suite 723
Pontiac, MI 48342
United States

Certificate Of Completion

Envelope Id: 86F1C533-1394-8516-802E-887DE080F4CE
Status: Sent
Subject: CLEMIS Authority: Your Participation Agreement is Enclosed
Source Envelope:
Document Pages: 60
Signatures: 0
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Majd Soueid
1200 North Telegraph Road
Pontiac, MI 48341
soueidm@clemisauthority.org
IP Address: 54.174.62.158

Record Tracking

Status: Original
5/25/2026 4:29:19 PM
Holder: Majd Soueid
soueidm@clemisauthority.org
Location: DocuSign

Signer Events	Signature	Timestamp
Erik Tungate etungate@oakparkmi.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 5/28/2026 10:27:57 AM
Bo Cheng chengb@clemisauthority.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Steve Cooper scooper@ci.oak-park.mi.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 5/28/2026 10:27:58 AM Viewed: 5/28/2026 10:42:43 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/28/2026 10:27:58 AM

Payment Events	Status	Timestamps

CITY OF OAK PARK, MI
STAFF REPORT

12.E.1

AGENDA FOR: June 15, 2026

SUBJECT: Request authorization to purchase two vehicles to be assigned to the Public Safety Department.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, Deputy City Manager

SUMMARY: The Public Works Department is requesting authorization to purchase the following vehicles from the State of Michigan (MiDeal) pre-bid contract. These vehicles are a much-needed addition to our fleet. If authorization for these purchases is approved, we can expect delivery of both vehicles by approx. August 2026. Approving the advance purchase of a second vehicle would allow us to take delivery sooner as well as lock in the current pricing.

Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account
2026 Chevrolet Tahoe	Public Safety	$55,673.00 (MiDeal Contract)	General Fund - Fund Balance:
2026 Chevrolet Tahoe	Public Safety	$55,673.00 (MiDeal Contract)	Motor Pool: 654-18.875-970 Move forward from FY 2026-27

FINANCIAL STATEMENT: For the first vehicle, funding is available in the General Fund - Fund Balance for FY 2025-26. The purchase of the second vehicle will require a budget amendment to move Motor Pool funding ahead from FY 2026-27 to the current FY budget.

RECOMMENDED ACTION: It is recommended that City Council authorize use of the General Fund - Fund Balance in FY 2025-26 and to allow the Finance Department to perform a budget amendment to move for the Motor Pool funding ($75,000) in FY 2026-27 to FY 2025-26 for the purchase of the vehicles listed above. It is further recommended that City Council authorize the Public Works Department to participate in the State of Michigan (MiDeal) pre-bid contract for these vehicle purchases totaling $111,346.00.

EXHIBITS:

None

CITY OF OAK PARK, MI
STAFF REPORT

12.E.2

AGENDA FOR: June 15, 2026

SUBJECT: Approval of Pay Application No. 12 and Change Order No. 10 for the Event Hub Project in the amounts of $602,777.72 and $0.00 respectively.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, Deputy City Manager

SUMMARY: Attached is Pay Application No. 12 and Change Order No. 10 for the Event Hub Project. The Construction Manager, Architect, and City Administration have all approved this payment. The Change Order is for construction / field changes associated with the project. Our Construction Manager, Frank Rewold & Sons, Inc. (FRS), will disperse these funds to the various contractors. This payment is for the period ending May 31, 2026. The project is nearing completion as we approach the Grand Opening on June 30, 2026. The project is approximately 90% complete.

FINANCIAL STATEMENT:

Original Guaranteed Maximum Price (GMP):	$9,405,996.00
Change Order No. 1:	$41,008.33
Change Order No. 2:	$0.00
Change Order No. 3:	$0.00
Change Order No. 4:	$0.00
Change Order No. 5:	$0.00
Change Order No. 6:	$0.00
Change Order No. 7:	$0.00
Change Order No. 8:	$0.00
Change Order No. 9:	$0.00
Proposed Change Order No. 10:	$0.00
Proposed Guaranteed Maximum Price (GMP):	**$9,447,004.33**
Total Work Completed to Date:	$6,791,607.60
Less Retainage:	$339,500.70
Net Earned:	$6,542,106.90
Payments to Date:	$5,849,329.18

Amount Due to FRS: **$602,777.72**

RECOMMENDED ACTION: It is recommended that Pay Application No. 12 and Change Order No. 10 for the Event Hub Project be approved in the amounts of $602,777.72 and $0.00 respectively. Funding is available in the Event Hub Fund (405-18.447-970.204).

EXHIBITS:

1. Event Hub - Pay Application 12
2. Event Hub - Change Order 10

Docusign Envelope ID: 17593053-4DD7-8660-81EC-B285194167FF

Oak Park Event Hub

Company:		Frank Rewold and Sons, Inc.
Job No.		11644
Project:		Oak Park Event Hub
Billing Period this Invoice Covers:		May 2026 Pay Application #12
FRS Amount Due this Invoice:		**$602,777.72**
Owner Held's		
Notation(s):		

Docusign Envelope ID: 17593053-4DD7-8660-81EC-B285194167FF

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner:
Oak Park;City of

From Contractor
Frank Rewold & Sons Inc.
303 E 3rd Street Suite 300
Rochester,MI 48307

Project:
11644 - Oak Park Event Hub and Bandshell
Contract: Oak Park Event Hub and Bandshell
Via Architect:
Neumann / Smith Architecture

Application #:11644-12
Period to:05/31/2026
Contract for:City Buildout
Contract date:06/13/2025
Project #s

Distribution to:
Owner ☐
Architect ☐
Contractor ☐
Field ☐
Other ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, is attached

1.	Original contract sum	$9,405,996.00
2.	Net change by Change orders	$41,008.33
3.	Contract sum to date (Line 1 & 2)	$9,447,004.33
4.	Total completed and stored to date	$6,791,607.60
5.	Retainage	$339,500.70
	a. Less Retainage of completed work (Column D and E on G703)	$339,500.70
	b. Less Retainage of stored materials (Column F on G703	$0.00
6.	Total retainage (Lines 5a + 5b or total of Column I of G703)	$339,500.70
7.	Total earned less retainage	$6,452,106.90
8.	Less previous certificates for payment (Line 7 from prior cert.)	$5,849,329.18
9.	Current payment due	$602,777.72
10.	Balance to finish, including retainage	$2,994,897.43
11.	Overall Percentage Complete	71.89%

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$932,432.83	$-891,424.50
Total approved this month	$89,978.00	$-89,978.00
TOTALS	$1,022,410.83	$-981,402.50
NET CHANGES by change order		$41,008.33

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract documents. All amounts have been paid by the contractor for work for which previous Certificates of Payment were issued and payments received from the contractor, and that current payment shown herein is now due.

Contractor: Frank Rewold & Sons Inc.

By DocuSigned by: Jordan Sirjan 85113DFA2E27468... Date 6/1/2026

State Of Michigan

County Of Oakland

Subscribed and sworn to before me this 1st day of June, 2026

Notary Public: Signed by: L. Wilson 326A7090E13244A...

Acting in County

My Commission expires: May 26, 2029

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that the Contractor is entitled to payment of the AMOUNT CERTIFIED

Amount certified **$ 602,777.72**

ARCHITECT:

By Signed by: Philip Herriges 2342A9F739414BA... Date 6/8/2026

Signed by: Dave DeCoster 6A434E5991544CF... 6/8/2026

Docusign Envelope ID: 17593053-4DD7-8660-81EC-B285194167FF

APPLICATION AND CERTIFICATE FOR PAYMENT

CONTINUATION SHEET

Project: Oak Park Event Hub and Bandshell

Project Application and Certification for Payment. Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed Certification is attached. In tabulations below, amounts are in US dollars nearest dollars. Use Column I on Contracts where variable retainage for line items may apply.

Application #:11644-12
Application Date: 05/28/2026
Period to:05/31/2026
Architect's Project #: Oak Park Event Hub and Bandshell

A	B	C			D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	Work Completed From previous application	Work Completed Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
01-0000	General Conditions	459,975.00	-25,975.00	434,000.00	106,748.21	23,580.86	0.00	130,329.07	30.03 %	303,670.93	0.00
01-0001	Staffing	448,708.00	8,080.00	456,788.00	345,647.50	29,917.50	0.00	375,565.00	82.22 %	81,223.00	0.00
01-0410	General Liablility	45,026.00	196.41	45,222.41	45,222.41	0.00	0.00	45,222.41	100.00 %	0.00	0.00
01-6100	Bonds	102,340.00	432.08	102,772.08	102,772.08	0.00	0.00	102,772.08	100.00 %	0.00	0.00
01-9250	Construction Contingency	407,453.00	-66,744.00	340,709.00	0.00	0.00	0.00	0.00	0.00 %	340,709.00	0.00
01-9900	CM Fee	253,407.00	1,099.84	254,506.84	184,553.31	0.00	0.00	184,553.31	72.51 %	69,953.53	0.00
03-3001	Concrete Foundations	219,669.00	25,585.00	245,254.00	245,254.00	0.00	0.00	245,254.00	100.00 %	0.00	12,262.70
03-3002	Concrete Flatwork	420,964.00	58,164.00	479,128.00	296,814.00	182,314.00	0.00	479,128.00	100.00 %	0.00	47,912.80
03-3500	Concrete Finishing & Polishing	20,200.00	15,000.00	35,200.00	15,000.00	20,200.00	0.00	35,200.00	100.00 %	0.00	2,510.00
04-2000	Masonry	600,800.00	0.00	600,800.00	0.00	0.00	0.00	0.00	0.00 %	600,800.00	0.00
05-1000	Structural Steel	783,000.00	78,946.00	861,946.00	808,446.05	18,664.20	0.00	827,110.25	95.96 %	34,835.75	42,288.72
05-5200	Handrails	35,000.00	-23,267.00	11,733.00	0.00	0.00	0.00	0.00	0.00 %	11,733.00	0.00
06-1001	Carpentry	194,261.00	5,100.00	199,361.00	194,801.00	4,560.00	0.00	199,361.00	100.00 %	0.00	9,968.05
06-2200	Millwork	39,825.00	0.00	39,825.00	39,825.00	0.00	0.00	39,825.00	100.00 %	0.00	3,982.50
07-4100	Metal Roofing	70,550.00	-737.00	69,813.00	74,650.00	-4,837.00	0.00	69,813.00	100.00 %	0.00	0.00
07-4200	Metal Siding	369,300.00	86,308.00	455,608.00	448,525.00	7,083.00	0.00	455,608.00	100.00 %	0.00	45,560.80
07-5000	Membrane Roofing	204,134.00	11,931.00	216,065.00	216,065.00	0.00	0.00	216,065.00	100.00 %	0.00	10,803.25
07-9200	Joint Sealants	132,500.00	22,305.00	154,805.00	64,500.00	0.00	0.00	64,500.00	41.67 %	90,305.00	3,225.00
08-1113	Doors, Frames & Hardware	45,700.00	1,504.00	47,204.00	43,644.00	0.00	0.00	43,644.00	92.46 %	3,560.00	4,364.40
08-3600	Overhead Doors	145,756.00	0.00	145,756.00	145,756.00	0.00	0.00	145,756.00	100.00 %	0.00	0.00
08-8000	Aluminum, Glass & Glazing	213,000.00	14,753.00	227,753.00	203,365.55	24,387.45	0.00	227,753.00	100.00 %	0.00	11,387.65

Docusign Envelope ID: 17593053-4DD7-8660-81EC-B285194167FF

APPLICATION AND CERTIFICATE FOR PAYMENT

A	B	C			D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	Work Completed From previous application	Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
09-3000	Hard Tile	9,425.00	0.00	9,425.00	9,425.00	0.00	0.00	9,425.00	100.00 %	0.00	0.00
09-5100	Acoustical Ceilings	26,615.00	105,670.00	132,285.00	132,285.00	0.00	0.00	132,285.00	100.00 %	0.00	6,614.25
09-6500	Resilient Flooring	4,050.00	1,500.00	5,550.00	0.00	0.00	0.00	0.00	0.00 %	5,550.00	0.00
09-6723	Resinous Flooring	44,585.00	0.00	44,585.00	39,585.00	0.00	0.00	39,585.00	88.79 %	5,000.00	3,958.50
09-9100	Painting	27,200.00	39,138.00	66,338.00	49,558.00	16,780.00	0.00	66,338.00	100.00 %	0.00	0.00
10-1400	Signage	30,000.00	2,542.00	32,542.00	4,187.00	17,431.00	0.00	21,618.00	66.43 %	10,924.00	2,161.80
10-2113	Toilet Partitions & Access	11,285.00	0.00	11,285.00	0.00	0.00	0.00	0.00	0.00 %	11,285.00	0.00
10-3100	Fireplace	14,115.00	-12,978.00	1,137.00	0.00	0.00	0.00	0.00	0.00 %	1,137.00	0.00
10-7300	Canopies & Awnings	32,500.00	0.00	32,500.00	14,800.00	0.00	0.00	14,800.00	45.54 %	17,700.00	0.00
11-4000	Food Service Equipment	183,773.00	5,867.00	189,640.00	180,187.20	9,452.80	0.00	189,640.00	100.00 %	0.00	9,684.39
21-0001	Fire Suppression	51,150.00	3,876.00	55,026.00	51,150.00	3,876.00	0.00	55,026.00	100.00 %	0.00	2,751.30
22-0001	Plumbing	323,851.00	11,146.00	334,997.00	334,771.08	225.90	0.00	334,996.98	100.00 %	0.02	16,749.86
23-0001	HVAC	413,500.00	27,560.50	441,060.50	437,959.50	3,101.00	0.00	441,060.50	100.00 %	0.00	22,053.03
26-0001	Electrical	865,548.00	73,539.00	939,087.00	918,649.50	20,437.50	0.00	939,087.00	100.00 %	0.00	46,954.35
31-1000	Site Cleaning	444,000.00	190,427.00	634,427.00	584,427.00	50,000.00	0.00	634,427.00	100.00 %	0.00	31,721.35
32-3100	Fence	60,120.00	15,400.00	75,520.00	25,860.00	0.00	0.00	25,860.00	34.24 %	49,660.00	2,586.00
32-3300	Site Furnishings	255,075.00	-115,000.00	140,075.00	0.00	0.00	0.00	0.00	0.00 %	140,075.00	0.00
32-9000	Landscaping	316,624.00	-12,322.00	304,302.00	0.00	0.00	0.00	0.00	0.00 %	304,302.00	0.00
60-1001	AWL-Floor Prep	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
60-1002	ALW-Flooring Moisture Mitigation	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	0.00
60-1003	ALW-Poor Soils/Undercuts	75,000.00	-25,408.00	49,592.00	0.00	0.00	0.00	0.00	0.00 %	49,592.00	0.00
60-1004	ALW-Topsoil Screening	15,000.00	-15,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1005	ALW-Gate Well and Valve	8,500.00	-8,500.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1006	ALW-Concrete Restoration at Transformer	5,000.00	-3,597.00	1,403.00	0.00	0.00	0.00	0.00	0.00 %	1,403.00	0.00
60-1007	ALW-Miscellaneous Restoration	7,500.00	-3,245.00	4,255.00	0.00	0.00	0.00	0.00	0.00 %	4,255.00	0.00
60-1008	ALW-Landscape and Irrigation Trade Alternates (Landscape Maintenance,	7,300.00	-7,300.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1009	ALW-Dust Control and Maintenance	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00

Docusign Envelope ID: 17593053-4DD7-8660-81EC-B285194167FF

APPLICATION AND CERTIFICATE FOR PAYMENT

A	B	C			D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	Work Completed From previous application	Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
60-1010	ALW-Decorative Bollard Foundations	3,500.00	-3,500.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1011	ALW-Non-Earthwork Spoils	23,205.00	-15,768.00	7,437.00	0.00	0.00	0.00	0.00	0.00 %	7,437.00	0.00
60-1012	ALW-Concrete Foundations Trade Alternates (Frost Footings at Overhead	24,040.00	-14,800.00	9,240.00	0.00	0.00	0.00	0.00	0.00 %	9,240.00	0.00
60-1013	ALW-Polished Concrete Alternate and Trade Alternate (Dye, Grout Coat, and	12,500.00	0.00	12,500.00	0.00	0.00	0.00	0.00	0.00 %	12,500.00	0.00
60-1014	ALW-Resinous Flooring Trade Alternates (3.05 Field Quality Control)	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
60-1015	ALW-Structural Steel Trade Alternates (AESS Mock-Up and Interior Ladder)	15,000.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00 %	15,000.00	0.00
60-1016	ALW-Site Concrete and Concrete Flatwork Trade Alternates and Voluntary Alternate	57,510.00	0.00	57,510.00	0.00	0.00	0.00	0.00	0.00 %	57,510.00	0.00
60-1017	ALW-2026 Site Concrete and Additional ADA Ramps	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
60-1018	ALW-Revised Concrete Step Details at Bandshell	20,000.00	-15,108.00	4,892.00	0.00	0.00	0.00	0.00	0.00 %	4,892.00	0.00
60-1019	ALW-Masonry Trade Alternates (Alternate Footing Detail)	4,250.00	0.00	4,250.00	0.00	0.00	0.00	0.00	0.00 %	4,250.00	0.00
60-1020	ALW-Caulking and Joint Sealant Trade Alternates (Air Barrier at Bandshell Soffit	29,930.00	-29,930.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1021	ALW-Aluminum, Glass, and Glazing Trade Alternates (Delegated Design for Transluc	17,000.00	-12,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
60-1022	ALW-Temporary Drives and Temporary Site Work	85,000.00	-19,481.00	65,519.00	0.00	0.00	0.00	0.00	0.00 %	65,519.00	0.00
60-1023	ALW-Concrete Removal/Replacement For Sanitary Tap	23,060.00	-23,060.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1024	ALW-Miscellaneous Bent Plates (2&7/A511)	30,000.00	-14,245.00	15,755.00	0.00	0.00	0.00	0.00	0.00 %	15,755.00	0.00
60-1025	ALW-Concrete Overages with Trench Foundations	7,500.00	-350.00	7,150.00	0.00	0.00	0.00	0.00	0.00 %	7,150.00	0.00
60-1026	ALW-Temporary Fence Adjustments	13,115.00	0.00	13,115.00	0.00	0.00	0.00	0.00	0.00 %	13,115.00	0.00
60-1027	ALW-Irrigation Booster Pump	18,025.00	0.00	18,025.00	0.00	0.00	0.00	0.00	0.00 %	18,025.00	0.00
60-1028	ALW-Electrical Trade Alternates (Alt L7, Wire Push Buttons, Firepit Switch, Door	19,542.00	-12,678.00	6,864.00	0.00	0.00	0.00	0.00	0.00 %	6,864.00	0.00
60-1029	ALW-Emergency Radio Responder System	34,011.00	0.00	34,011.00	0.00	0.00	0.00	0.00	0.00 %	34,011.00	0.00
60-1030	ALW-Field Applied Decorative Masonry Sealer	63,000.00	-29,755.00	33,245.00	0.00	0.00	0.00	0.00	0.00 %	33,245.00	0.00
60-1031	60-1031	28,680.00	-28,680.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1032	Metal Siding Trade Alternates (Fiberglass Girts, Mechanical Screen Wall, Delegat	86,330.00	-82,830.00	3,500.00	0.00	0.00	0.00	0.00	0.00 %	3,500.00	0.00
60-1033	Metal Roofing Trade Alternates (Fascia at Bandshell and Event Hub, Custom Color	90,750.00	-18,250.00	72,500.00	0.00	0.00	0.00	0.00	0.00 %	72,500.00	0.00
60-1034	Membrane Roofing Trade Alternates (Tapered Insulation at Low Roof)	27,020.00	-27,020.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1035	ALW-Hard Tile Trade Alternate (Wall Tile Waterproofing)	1,750.00	-1,750.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1036	ALW-Interior Linear Metal Ceiling	140,000.00	-91,425.00	48,575.00	0.00	0.00	0.00	0.00	0.00 %	48,575.00	0.00

Docusign Envelope ID: 17593053-4DD7-8660-81EC-B285194167FF

APPLICATION AND CERTIFICATE FOR PAYMENT

A	B	C			D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	Work Completed From previous application	Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
60-1037	ALW-Additional Soffit Framing at Bandshell	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	0.00
60-1038	ALW-Carpet and Resilient Flooring Trade Alternates (99% Adhesive, Additional Bas	1,400.00	-750.00	650.00	0.00	0.00	0.00	0.00	0.00 %	650.00	0.00
60-1039	ALW-AED	2,449.00	-2,449.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1040	ALW-Food Service Equipment Trade Alternate (Stainless Steel Shroud)	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00 %	3,000.00	0.00
60-1041	ALW-HVAC Dual Wall Spiral	20,000.00	-20,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1042	ALW-Fire Protection, Plumbing, Mechanical, Electrical Inspection Fees	3,645.00	0.00	3,645.00	0.00	0.00	0.00	0.00	0.00 %	3,645.00	0.00
60-1043	ALW-General Wall Patch/Painting Touch-Up	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	0.00
60-1044	ALW - Unawarded/Uncommitted	0.00	18,840.50	18,840.50	0.00	0.00	0.00	0.00	0.00 %	18,840.50	0.00
Total		9,405,996.00	41,008.33	9,447,004.33	6,364,433.39	427,174.21	0.00	6,791,607.60		2,655,396.73	339,500.70

PCCO #010

Frank Rewold & Son, Inc.
303 E. 3rd Street Suite 300
Rochester, Michigan 48307
Phone: (248) 651-7242

Project: 11644 - Oak Park Event Hub and Bandshell
14000 Oak Park Boulevard
Oak Park, Michigan 48237

Prime Contract Change Order #010

TO:		**FROM:**	
DATE CREATED:	5/15/2026	**REVIEW DATE:**	05/15/2026
CONTRACT STATUS:	Approved	**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	11644C:Oak Park Event Hub and Bandshell	**TOTAL AMOUNT:**	$0.00
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
059	Paint T&M		$0.00
060	Site Security		$0.00
061	Refabrication of Translucent Glass Panels		$0.00
062	Building sign letter change		$0.00
063	RFI #68 - additional support at bandshell battens		$0.00
064	Fire suppression & HVAC rough T&M		$0.00
		Total:	$0.00

The original (Contract Sum)	$9,405,996.00
Net change by previously authorized Change Orders	$41,008.33
The contract sum prior to this Change Order was	$9,447,004.33
The contract sum will not be changed by this Change Order in the amount of	$0.00
The new contract sum including this Change Order will be	$9,447,004.33
The contract time will not be changed by this Change Order.	

ARCHITECT/ENGINEER

Signed by: Philip Herriges 5/20/2026
2342A9EZ39414BA...
SIGNATURE DATE

OWNER

Signed by: Dave DeCoster 5/20/2026
6A424E5994544CF...
SIGNATURE DATE

CONTRACTOR

DocuSigned by: Jordan Swan 5/18/2026
85113DFA2E27468...
SIGNATURE DATE

CITY OF OAK PARK, MI
STAFF REPORT

12.E.3

AGENDA FOR: June 15, 2026

SUBJECT: Request from Limb Walkers Tree & Snow of Kenockee, MI for a contract extension of the 2025 Block Pruning Contract.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, Deputy City Manager

SUMMARY: Limb Walkers Tree & Snow has requested a contract extension of the 2025 Block Pruning Contract. The city would also like to execute a one (1) year extension of this project to perform the 2026 Block Pruning Contract. The current contract allows for two - one (1) year extensions, this being the second extension. Exhibit A (attached) includes the unchanged pricing for this contract extension. This project includes the trimming, removal, and stumping of select trees around the City of Oak Park.

FINANCIAL STATEMENT: There is $90,000 budgeted for this project in the Major Streets (202-18.479-801) and Local Streets (203-18.479-801) budgets.

RECOMMENDED ACTION: It is recommended City Council approve the offer for the contract extension from Limb Walker Tree & Snow for the 2026 Block Tree Pruning Contract for a total amount of $90,000.00. Funding is available in the both the Major and Local Street Funds for this expenditure..

EXHIBITS:

1. 2026 Block Pruning Extension_Exhibit A
2. Limb Walker_2026 Extension Letter

Exhibit A
2026 Block Pruning Contract Pricing

Item #	Item Description	Total Bid Amount
1	**TRADITIONAL BLOCK PRUNING (RAISING)** To provide for pedestrian and vehicular clearance. Clearance heights shall be determined at a point over the sidewalk and a lowest point of branch overhang over the street, to provide 8 feet and 14 feet respectively for several years.	$50.00
2	**CROWN CLEANING** Crown cleaning shall removal all non-productive growth of the tree and well as deadwood of 1.5" or larger throughout the entire crown of the tree. This item shall also include the pruning (crown raising) listed above.	$125.00
3	As needed Tree Removal, 8" to 19"	$300.00
4	As needed Tree Removal, 20" to 27"	$675.00
5	As needed Tree Removal, 28" to 35"	$1,250.00
6	As needed Tree Removal, 36" to 43"	$2,275.00
7	As needed Tree Removal, 44" and over	$3,255.00
8	As needed Stump Grinding, 8" to 19"	$100.00
9	As needed Stump Grinding, 20" to 27"	$150.00
10	As needed Stump Grinding, 28" to 35"	$200.00
11	As needed Stump Grinding, 36" to 43"	$310.00
12	As needed Stump Grinding, 44" and over	$400.00
	2026 CONTRACT AMOUNT:	**$90,000.00**



Limb Walkers Tree & Snow
10073 Bryce Rd
Avoca, Mi 48006
(810)304-4665
Samantha & Jacob Cantlin

Greetings,

We understand the block pruning contract ends June 30th, 2026 and we would formally like to extend our contract for another year to July 2027, keeping all the same pricing as current. If you have any questions please feel free to contact us at 810- 304-4665 or by email limb_walker@yahoo.com.

Thank you,

Limb Walkers Tree & Snow

Jake and Samantha Cantlin

CITY OF OAK PARK, MI
STAFF REPORT

12.E.4

AGENDA FOR: June 15, 2026

SUBJECT: Request to approve a one-year Professional Services agreement with JNISSAN Services LLC.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, Deputy City Manager

SUMMARY: This contract includes services to assist the city with public works and community projects as assigned by City management, under the direction of the City Manager. The agreement is effective July 1, 2026 through June 30, 2027. This award falls under the professional services exception to the sealed bidding requirements, Sec. 2-379.

FINANCIAL STATEMENT: Funding for this work is budgeted in the Major Streets (202-18.479-801), Local Streets (203-18.479-801), Water / Sewer (592-18.538-801), and Solid Waste (226-18.528-801) Funds.

RECOMMENDED ACTION: It is recommended that City Council approve the professional services contract with JNISSAN Services LLC, subject to final review by the City Attorney. It is further recommended to allow the City Manager to sign on behalf of the city.

EXHIBITS:

1. 2026-27 Independent Contract Agreement

INDEPENDENT CONTRACT AGREEMENT
BETWEEN THE CITY OF OAK PARK
AND JNISSAN SERVICES LLC

MEMORANDUM OF AGREEMENT made as of this _____ day of _____, 2026, by and between the **CITY OF OAK PARK,** hereinafter referred to as the City and **JNISSAN LLC,** hereinafter referred to as **CONTRACTOR.**

W.I.T.N.E.S.S.E.T.H.

WHEREAS, the **CITY** requires the services of an official to assist the **CITY** with public works and community projects as assigned by City management.

WHEREAS, said **CONTRACTOR** has made known to the **CITY** that he is available to serve as on a contractual basis;

NOW THEREFORE, in consideration of the aforesaid and of the mutual covenants and agreements herein contained, it is mutually agreed by and between the parties hereto as follows:

1) **CITY** does hereby retain **CONTRACTOR** as an independent **CONTRACTOR** on a contractual basis commencing July 1, 2026.
2) The work and duties of the **CONTRACTOR** shall be as follows:
    - Perform all administrative tasks for the **CITY** as a director of special projects for the City of Oak Park DPW.
    - In order to perform the assigned tasks he shall have access to all **CITY** equipment and vehicles.
3) The **CITY** shall pay **CONTRACTOR** at the rate of $35.00 per hour. Payments will be made on a bi-weekly basis and **CONTRACTOR** will submit bi-weekly invoices showing the number of hours performed. The **CITY** will only be responsible to pay up to 32 hours per week, unless additional hours are agreed upon by both parties.

4) Paid vacation, sick or personal time is not a part of this Agreement and **CONTRACTOR** will not receive any medical coverage from the **CITY OF OAK PARK.**

5) It is understood and agreed that no Social Security deductions will be made from **CONTRACTOR'S** bi-weekly installments and that the **CITY** will pay no Social Security Tax or Medicare in connection with the **CONTRACTOR** inasmuch as the employer-employee relationship does not exist between the **CITY** and **CONTRACTOR** and that **CONTRACTOR** will pay his own self-employment tax as a self-employed person.

6) It is understood and agreed for the same reasons set forth in Paragraph 5 above that neither the **CITY** nor **CONTRACTOR** will make any contributions to the City Retirements Funds in regard to any pension for **CONTRACTOR.**

7) This Agreement may be cancelled by either party at any time, provided fifteen (15) days prior written notice is given to the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Erik Tungate, City Manager	**Josiaf Nissan**
City of Oak Park	JNISSAN Services LLC

CITY OF OAK PARK, MI
STAFF REPORT

12.F.1

AGENDA FOR: June 15, 2026

SUBJECT: Request to award Event Hub Security Contract to DK Security of Grand Rapids, Michigan

DEPARTMENT: Administration

FROM: Adam Owczarzak, Deputy City Manager

SUMMARY: Administration is seeking City Council approval to enter into a one-year contract with DK Security of Grand Rapids, MI, for unarmed security services running July 1, 2026, through June 30, 2027, with the option to renew for two additional one-year terms. DK Security will be deployed on an as-needed basis for any Event Hub rental with attendance exceeding 100 people. Responsibilities will include crowd management, access control, perimeter monitoring, and incident documentation. These rates will be passed on to the renter. The hourly rate is $26.82 per officer. Should Council elect to extend the contract, rates for subsequent years will be as follows: Year 2 $27.76/hr and Year 3 $28.73/hr. Pricing was sourced through the State of Michigan MiDeal Extended Purchasing Program, which allows the City to forgo an independent bid process as rates are competitively established by the State.

FINANCIAL STATEMENT: Residents renting the Event Hub will be assessed an hourly security fee of $26.82, reflective of the City's contracted pass-through rate with DK Security.

RECOMMENDED ACTION: Staff recommends that City Council authorize the City Manager to execute a one-year professional services contract with DK Security of Grand Rapids, Michigan, for unarmed security services for Event Hub Events

EXHIBITS:

1. Event Hub Security List

AGREEMENT FOR SECURITY SERVICES

City of Oak PArk
Contract Number: CXXXXXX

This agreement ("Agreement") is made _____ (the "Effective" date), by and between **City of Oak Park** ("Client") and **DuHadway, Kendall & Associates, Inc. (dba DK Security)**, a Michigan corporation ("Contractor" or "DK Security"), collectively referred to as "Parties".

Preliminary Statement

Contractor is a licensed private investigation and security firm in the business of providing armed and unarmed uniformed security officers and investigative services. Client is in need of the uniformed unarmed security officer protection services of Contractor as set forth herein ("Services"). The purpose of this Agreement is to set forth the terms and conditions of the Parties regarding the performance of the security officer Services described herein.

Agreement

Section 1. General

1.1 The Client engages Contractor, and Contractor accepts such engagement to serve as an independent contractor to provide protection Services to the Client on the terms and conditions set forth in this Agreement. As an independent contractor, the Contractor is not an employee of the Client and no employee or subcontractor of the Contractor is an employee of the Client. Contractor represents and warrants that it has the right to sign and deliver, and perform its obligations under, this Agreement.

1.2 Contractor agrees to furnish the protection Services described herein for the protection of all personal and real property now or hereafter owned, leased, or possessed by Client and its affiliates as described on Exhibit A (the "Premises" or "Service Location"), against vandalism, theft, trespass, fire, and any other events detrimental to the security of such property. The specific number of security officers, the principal posts and hours of duty shall be agreed upon between Client and the Contractor from time to time, and are initially agreed as described in the "Statement of Work" attached as Exhibit A.

1.3 Contractor shall furnish security officers to provide such protection Services, completely outfitted with all uniforms and necessary equipment.

1.4 The uniformed security officers will be employees of the Contractor, and the Contractor will pay all salaries and expenses of, and all federal Social Security taxes, federal and state unemployment taxes, and any similar taxes relating to such employees.

1.5 Contractor shall maintain, during the term of the Agreement all workers compensation insurance required by law, and general liability insurance of at least $1,000,000 for bodily or personal injury per person and at least $1,000,000

of property damage per occurrence. The insurance policies shall be non-cancelable except on fifteen (15) days written notice to the Client. Upon request, certificates evidencing such insurance may be delivered to the Client and thereafter as the applicable insurance policies are renewed.

1.6 Without limiting responsibility of the Contractor for the proper conduct of the security officers and the protection of the specified property, the conduct of the security officers is to be guided by mutually agreed upon post guidelines. All Services shall be rendered in compliance with all applicable laws, rules, regulations, and legal requirements.

1.7 Contractor represents and warrants that all work and Services supplied under this Agreement shall be supplied in a workmanlike professional manner; shall meet normal trade standards and shall comply with all legal requirements. Contractor represents and warrants that it has the right to sign and deliver, and perform its obligations under, this Agreement.

1.8 Contractor shall indemnify and hold harmless the Client and its officers, directors, employees, agents and affiliates with respect to all liability, loss, damage, claims, actions and expenses (including reasonable attorney fees) based upon or arising out of (a) property damage or personal injury caused by or sustained in connection with any act or omission to act by Contractor; (b) any failure by Contractor to perform its obligations under this Agreement; or (c) a breach of any warranty or representation made by Contractor to Client in this Agreement. This indemnity shall survive termination of this Agreement to the extent that incidents or events occurring during the term of this Agreement are not discovered or reasonably should have been discoverable prior to the expiration of this Agreement.

Section 2. Security Officer Qualifications

2.1 The personnel assigned by Contractor for Services at any Service Location will be selected by Contractor. When selecting such persons, Contractor may consider all relevant factors including experience in similar capacities, the general health of the person including any physical defects or abnormalities which would interfere with the performance of normal duties, height and weight, vision, hearing, and the ability to perform normal or emergency duties requiring moderate to arduous physical exertion such as standing or walking for an entire shift, climbing stairs and ladders, lifting or carrying objects, running for short distances and self-defense.

2.2 Any personnel assigned by Contractor shall have a full background check completed including the following: State Criminal, Federal Felony, Sex Offender's Registry, Social Security Number Verification, Department of Corrections (OTIS), and Motor Vehicle Driving History.

2.3 **UNARMED:** Contractor shall be responsible for all guard training which may include legal restrictions on arrest, report writing, patrol techniques, indicators of terrorist activity, officer safety, conflict resolution, active shooter response, professionalism, and training in appearance, attitude, and conduct.

2.4 Contractor agrees that the protection Services provided by this Agreement shall be performed by qualified, careful, and efficient employees of the Contractor in conformity with best practices, and in accordance with such standards as may be prescribed from time to time. Contractor further agrees that, upon written request, Contractor will remove from service hereunder any employee(s) who, in Client's reasonable opinion, may be guilty of improper conduct or is not qualified to perform the work assigned.

2.5 Contractor personnel shall make no arrests or detentions without the express consent or written instruction from the authorized Client representative unless otherwise specified in the written post guidelines. Security officers may not sign a complaint on behalf of the Client and any request for a signed complaint by a law enforcement agency must be referred to the authorized Client representative.

Section 3. Equipment

3.1 As agreed between the Client and Contractor from time to time, Contractor will be responsible for providing any special equipment to its security officers assigned to the Client. The cost of providing such equipment shall be borne by the Client. Contractor maintains all control, responsibility and liability for the special equipment, including, but not limited to, the use, testing, training, maintenance and any required insurance of such special equipment.

3.2 The Client will supply keys as needed for use by the Contractor's security officers. These keys are not to be duplicated or removed at any time from the Premises unless agreed upon in writing by the Client prior to the duplication or removal.

Section 4. Compensation, Audit, and Payment

4.1 Contractor will furnish the Client a summary of hours of service provided, both regular and special, in a format acceptable to the Client. Contractor will invoice the Client on a weekly basis and will mail or deliver same to such office as the Client may from time to time direct. These invoices shall be due and payable to Contractor, Net 30.

4.2 As full compensation for the performance of its obligations hereunder, the Client will pay the Contractor at the hourly rate specified in Exhibit B.

4.3 Contractor understands that additional hours may be requested by the Client not outlined in Exhibit A of this Agreement on a temporary or semi-permanent basis ("**Additional Services**"). Contractor may invoice 1.5 times the standard-listed bill rate for any **Additional Services** with less than three (3) business days written notice, unless otherwise mutually agreed upon in writing.

For **Additional Services** being requested, Contractor reserves the right to invoice any officer-incurred mileage for any staff working that must commute greater than 15 miles, one way, outside of the location where **Additional Services** are being requested. Client will only be invoiced for each working staff member's round-trip mileage, minus 30 miles, at a rate of $0.72/mile, unless otherwise mutually agreed upon in writing.

For **Additional Services** being requested, Contractor reserves the right to invoice any drive time for any staff receiving reimbursement for mileage and must commute greater than 15 minutes, one way, outside of the location where **Additional Services** are being requested. Unless otherwise mutually agreed upon in writing, Client will only be invoiced for each working staff member's total drive time, minus 30 minutes, at either 1.) the standard-listed bill rate or 2.) 1.5 times the standard-listed bill rate if less than three (3) business days written notice is provided.

4.4 The Contractor shall invoice the Client for four (4) hours of service, per employee, in cases where the duration an employee(s) is/are requested to be on site less than four (4) hours.

4.5 Any requested overtime and Holidays (which shall include New Year's Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve) will be billed at 1.5 times the hourly rate for each position outlined in Exhibit B.

4.6 Client agrees that if government legislation passes that forces an increase in minimum wage or requires Contractor employees to receive additional Contractor-provided benefits that in turn increase Contractor costs and expenses, Client and Contractor would discuss the impact of that legislation and mutually determine the new billing rate(s).

Section 5. Period of Performance

5.1 This Agreement shall commence at xx:xx A.M. on D/M/YYYY, and shall expire at 12:01 A.M. on D/M/YYYY, as indicated in Exhibit B, unless terminated at an earlier date by thirty (30) days' written notice by either party to the other.

5.2 Client shall have the right to suspend this Agreement for failure to perform the whole or any part of the Statement of Work attached as Exhibit A to this Agreement within the time specified herein or therein of any extension thereof. If Contractor fails to satisfy any of the other requirements of this Agreement and does not cure such failure within a period of ten (10) business days (or such longer period as Client authorizes in writing) after receipt of written notice from Client specifying such failure, then Client may terminate this Agreement.

5.3 Either party may, at any time by thirty (30) day written notice to the other party, terminate this Agreement for such party's convenience, in which event; Contractor agrees to stop work immediately as to this Agreement. If this Agreement is terminated, in whole or in part for Client's convenience, Contractor shall impose no penalty. In the event Contractor terminates this Agreement, Client will have no further obligation to Contractor under this Agreement.

5.4 Following Year 1, the Agreement will automatically renew for an additional option year, up to two (2) option years as listed in Exhibit B, commencing on the date after the end of the immediately preceding year and ending three hundred sixty-five (365) days thereafter, unless there is a cancellation request of Services by

thirty (30) days written notice from the Client. If no cancellation request is received within the above listed time constraint, Client will be deemed to have renewed Services under the new pricing listed in Exhibit B for the respectively worked position. Any renewals of this Agreement shall be subject to these same terms and conditions.

Section 6. Hiring Contractor's Employees

6.1 Client agrees that it will not, either during the term of this Agreement or for a period of one (1) year following its termination, hire for its own employment any of the employees of Contractor who performed services at any time in carrying out the terms of this Agreement, unless agreed in advance by the Contractor. In the event this Section is violated, a $5,000 fee would be assessed for each Contractor employee hired by Client, unless agreed to be waived by Contractor.

Section 7. Miscellaneous

7.1 This Agreement shall not be assignable by any party without the prior written consent of the other party.

7.2 All notices, requests, demands, approvals and other communications provided for in this Agreement shall be in writing and shall be deemed to have been given when delivered in person to the recipient, or forty-eight (48) hours after depositing the same in the United States mail, by certified mail, postage fees prepaid, addressed as follows:

To Contractor:

Joe Budnik
Chief Operating Officer
DuHadway, Kendall & Associates, Inc.
5160 Falcon View Ave. SE
Grand Rapids, MI 49512

To Client:

Representative's Name
CLIENT TITLE
Client Name
CLIENT ADDRESS
CLIENT ADDRESS

7.3 All the terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of and shall be enforceable by the respective heirs, beneficiaries, personal representatives, successors and assigns of the Parties to this Agreement.

7.4 This Agreement along with the exhibits attached to it or delivered in connection with it, set forth the entire understanding of the Parties and supersede all prior agreements, arrangements, and understandings whether written or oral. This Agreement will be amended only by written instrument signed by all of the Parties to this Agreement.

7.5 Neither party shall be held liable or responsible to the other party nor be deemed to have breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, epidemic, pandemic, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil

commotions, strikes or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

7.6 The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement.

7.7 This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Client and Contractor must comply with all applicable state, federal, and local laws and ordinances in providing its Services.

7.8 This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. Signatures provided by facsimile or scanned transmission shall be deemed to be original signatures.

7.9 The Contractor, all covered subcontractors, and Client shall abide by the requirements of 29 CFR Part 471, Appendix A to Subpart A, 41 CFR § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

7.10 The Contractor shall not be held liable or responsible to the other party nor be deemed to have breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the Contractor due to Contractor personnel not reporting to the Service Location, early departure from the Service Location, or inability to provide the Services agreed upon due to a reason covered under Michigan's Earned Sick Time Act. Contractor agrees to make every reasonable effort to provide alternative Contractor personnel as soon as possible.

The Parties signing below are executing this Agreement as of the date indicated in the first line of this Agreement. All Parties to this Agreement agree that either electronic or handwritten signatures are acceptable to execute the Agreement.

CONTRACTOR: DuHadway, Kendall & Associates, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CLIENT: Client Name

Signature: _____

Name: _____

Title: _____

Date: _____

Client Billing Information

Billing Contact Name: _____

Billing Contact Title: _____

Billing Contact Email: _____

Billing Contact Phone Number: _____

DRAFT

EXHIBIT A
STATEMENT OF WORK

UNARMED: Unarmed security officer duties consist of routine fixed post and patrol duties as described in the mutually agreed upon Post Guidelines. Security officers are primarily responsible for performing rounds of the building and associated spaces. Security officers may be required to perform other security related tasks, such as escorting staff to their vehicles.

SERVICE LOCATION

City of Oak Park
14000 Oak Park Blvd
Oak Park, MI 48237

COVERAGE HOURS

Day of the Week	Coverage Hours	Number of Officers

EXHIBIT B
PRICING SCHEDULE

Bill Rate	**Year 1** M/D/YYYY – M/D/YYYY	**Year 2 - Option** M/D/YYYY – M/D/YYYY	**Year 3 - Option** M/D/YYYY – M/D/YYYY
Unarmed Security Officer	$26.82/hr/officer	$27.76/hr/officer	$28.73/hr/officer

Pay Rate	**Year 1** M/D/YYYY – M/D/YYYY	**Year 2 - Option** M/D/YYYY – M/D/YYYY	**Year 3 - Option** M/D/YYYY – M/D/YYYY
Unarmed Security Officer	$19.40/hr/officer	$19.79/hr/officer	$20.18/hr/officer



Oak Park Event Hub & Bandshell
Construction Progress Report
May 2026

Prepared for:
Erik Tungate, City Manager
ETungate@oakparkmi.gov
David Decoster, Deputy City Manager
DDecoster@oakparkmi.gov

FRANK REWOLD & SONS INC.
CONSTRUCTION MANAGER | GENERAL CONTRACTOR
303 E. THIRD STREET | SUITE 300 | ROCHESTER, MICHIGAN 48307 | **p** 248.651.7242

May Progress

- Site concrete completed
- Site landscaping, irrigation, electrical and furnishings ongoing
- Security/low volt/fiberoptic/AV work substantially complete
- Carpet and resilient base installed
- Exterior anti-graffiti sealer installed on decorative CMU
- Exterior painting completed
- Final inspections started
- Punch list work ongoing
- Project nearing substantial completion and occupancy

Scheduled for June

- Substantial project completion
- Punchlist
- Final inspections
- Owner occupancy

Financial Summary

Description	April	May
Original GMP	$ 9,405,996	$ 9,405,996.00
Approved Changes To-Date	$ 41,008	$ 41,008.33
Total GMP	$ 9,447,004	$ 9,447,004.33
Billed To-Date*	$6,965,234.00	$ 7,392,407.00
Retainage To-Date*	$ 575,185.00	$ 399,580.00
Current Payment Due*	$ 633,019	$ 602,778.00
Percentage Billed*	74%	78%
*Includes owner-held contracts		



May 5 Event Space interior nearing completion



May 5 site concrete ongoing



May 5 site concrete poured at north side of Event Space



May 28 landscaping progress - view from Bandshell



May 28 fresh sod being watered by new sprinkler system

Oak Park Event Hub

Company:		Frank Rewold and Sons, Inc.
Job No.		11644
Project:		Oak Park Event Hub
Billing Period this Invoice Covers:		May 2026 Pay Application #12
FRS Amount Due this Invoice:		**$602,777.72**
Owner Held's		
Notation(s):		

APPLICATION AND CERTIFICATE FOR PAYMENT

To Owner:
Oak Park;City of

From Contractor
Frank Rewold & Sons Inc.
303 E 3rd Street Suite 300
Rochester,MI 48307

Project:
11644 - Oak Park Event Hub and Bandshell
Contract: Oak Park Event Hub and Bandshell
Via Architect:
Neumann / Smith Architecture

Application #:11644-12
Period to:05/31/2026
Contract for:City Buildout
Contract date:06/13/2025
Project #s

Distribution to:
Owner ☐
Architect ☐
Contractor ☐
Field ☐
Other ☐

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, is attached

1.	**Original contract sum**	**$9,405,996.00**
2.	**Net change by Change orders**	**$41,008.33**
3.	**Contract sum to date (Line 1 & 2)**	**$9,447,004.33**
4.	**Total completed and stored to date**	**$6,791,607.60**
5.	**Retainage**	**$339,500.70**
	a. Less Retainage of completed work (Column D and E on G703)	**$339,500.70**
	b. Less Retainage of stored materials (Column F on G703	**$0.00**
6.	**Total retainage (Lines 5a + 5b or total of Column I of G703)**	**$339,500.70**
7.	**Total earned less retainage**	**$6,452,106.90**
8.	**Less previous certificates for payment (Line 7 from prior cert.)**	**$5,849,329.18**
9.	**Current payment due**	**$602,777.72**
10.	**Balance to finish, including retainage**	**$2,994,897.43**
11.	**Overall Percentage Complete**	**71.89%**

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$932,432.83	$-891,424.50
Total approved this month	$89,978.00	$-89,978.00
TOTALS	$1,022,410.83	$-981,402.50
NET CHANGES by change order		**$41,008.33**

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract documents. All amounts have been paid by the contractor for work for which previous Certificates of Payment were issued and payments received from the contractor, and that current payment shown herein is now due.

Contractor: Frank Rewold & Sons Inc.

By _____ **Date** _____

State Of Michigan

County Of

Subscribed and sworn to before me this _____ day of _____, _____

Notary Public:

Acting in County

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising the above application, the Architect certifies to the Owner that the Work has progressed to the point indicated; that to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents and that the Contractor is entitled to payment of the AMOUNT CERTIFIED

Amount certified **$ 602,777.72**

ARCHITECT:

By **Date**

APPLICATION AND CERTIFICATE FOR PAYMENT

CONTINUATION SHEET

Project: Oak Park Event Hub and Bandshell

Project Application and Certification for Payment. Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed Certification is attached. In tabulations below, amounts are in US dollars nearest dollars. Use Column I on Contracts where variable retainage for line items may apply.

Application #:11644-12
Application Date: 05/28/2026
Period to:05/31/2026
Architect's Project #: Oak Park Event Hub and Bandshell

A	B	C			D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	Work Completed From previous application	Work Completed Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
01-0000	General Conditions	459,975.00	-25,975.00	434,000.00	106,748.21	23,580.86	0.00	130,329.07	30.03 %	303,670.93	0.00
01-0001	Staffing	448,708.00	8,080.00	456,788.00	345,647.50	29,917.50	0.00	375,565.00	82.22 %	81,223.00	0.00
01-0410	General Liablility	45,026.00	196.41	45,222.41	45,222.41	0.00	0.00	45,222.41	100.00 %	0.00	0.00
01-6100	Bonds	102,340.00	432.08	102,772.08	102,772.08	0.00	0.00	102,772.08	100.00 %	0.00	0.00
01-9250	Construction Contingency	407,453.00	-66,744.00	340,709.00	0.00	0.00	0.00	0.00	0.00 %	340,709.00	0.00
01-9900	CM Fee	253,407.00	1,099.84	254,506.84	184,553.31	0.00	0.00	184,553.31	72.51 %	69,953.53	0.00
03-3001	Concrete Foundations	219,669.00	25,585.00	245,254.00	245,254.00	0.00	0.00	245,254.00	100.00 %	0.00	12,262.70
03-3002	Concrete Flatwork	420,964.00	58,164.00	479,128.00	296,814.00	182,314.00	0.00	479,128.00	100.00 %	0.00	47,912.80
03-3500	Concrete Finishing & Polishing	20,200.00	15,000.00	35,200.00	15,000.00	20,200.00	0.00	35,200.00	100.00 %	0.00	2,510.00
04-2000	Masonry	600,800.00	0.00	600,800.00	0.00	0.00	0.00	0.00	0.00 %	600,800.00	0.00
05-1000	Structural Steel	783,000.00	78,946.00	861,946.00	808,446.05	18,664.20	0.00	827,110.25	95.96 %	34,835.75	42,288.72
05-5200	Handrails	35,000.00	-23,267.00	11,733.00	0.00	0.00	0.00	0.00	0.00 %	11,733.00	0.00
06-1001	Carpentry	194,261.00	5,100.00	199,361.00	194,801.00	4,560.00	0.00	199,361.00	100.00 %	0.00	9,968.05
06-2200	Millwork	39,825.00	0.00	39,825.00	39,825.00	0.00	0.00	39,825.00	100.00 %	0.00	3,982.50
07-4100	Metal Roofing	70,550.00	-737.00	69,813.00	74,650.00	-4,837.00	0.00	69,813.00	100.00 %	0.00	0.00
07-4200	Metal Siding	369,300.00	86,308.00	455,608.00	448,525.00	7,083.00	0.00	455,608.00	100.00 %	0.00	45,560.80
07-5000	Membrane Roofing	204,134.00	11,931.00	216,065.00	216,065.00	0.00	0.00	216,065.00	100.00 %	0.00	10,803.25
07-9200	Joint Sealants	132,500.00	22,305.00	154,805.00	64,500.00	0.00	0.00	64,500.00	41.67 %	90,305.00	3,225.00
08-1113	Doors, Frames & Hardware	45,700.00	1,504.00	47,204.00	43,644.00	0.00	0.00	43,644.00	92.46 %	3,560.00	4,364.40
08-3600	Overhead Doors	145,756.00	0.00	145,756.00	145,756.00	0.00	0.00	145,756.00	100.00 %	0.00	0.00
08-8000	Aluminum, Glass & Glazing	213,000.00	14,753.00	227,753.00	203,365.55	24,387.45	0.00	227,753.00	100.00 %	0.00	11,387.65

APPLICATION AND CERTIFICATE FOR PAYMENT

A	B	C			D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	Work Completed From previous application	Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
09-3000	Hard Tile	9,425.00	0.00	9,425.00	9,425.00	0.00	0.00	9,425.00	100.00 %	0.00	0.00
09-5100	Acoustical Ceilings	26,615.00	105,670.00	132,285.00	132,285.00	0.00	0.00	132,285.00	100.00 %	0.00	6,614.25
09-6500	Resilient Flooring	4,050.00	1,500.00	5,550.00	0.00	0.00	0.00	0.00	0.00 %	5,550.00	0.00
09-6723	Resinous Flooring	44,585.00	0.00	44,585.00	39,585.00	0.00	0.00	39,585.00	88.79 %	5,000.00	3,958.50
09-9100	Painting	27,200.00	39,138.00	66,338.00	49,558.00	16,780.00	0.00	66,338.00	100.00 %	0.00	0.00
10-1400	Signage	30,000.00	2,542.00	32,542.00	4,187.00	17,431.00	0.00	21,618.00	66.43 %	10,924.00	2,161.80
10-2113	Toilet Partitions & Access	11,285.00	0.00	11,285.00	0.00	0.00	0.00	0.00	0.00 %	11,285.00	0.00
10-3100	Fireplace	14,115.00	-12,978.00	1,137.00	0.00	0.00	0.00	0.00	0.00 %	1,137.00	0.00
10-7300	Canopies & Awnings	32,500.00	0.00	32,500.00	14,800.00	0.00	0.00	14,800.00	45.54 %	17,700.00	0.00
11-4000	Food Service Equipment	183,773.00	5,867.00	189,640.00	180,187.20	9,452.80	0.00	189,640.00	100.00 %	0.00	9,684.39
21-0001	Fire Suppression	51,150.00	3,876.00	55,026.00	51,150.00	3,876.00	0.00	55,026.00	100.00 %	0.00	2,751.30
22-0001	Plumbing	323,851.00	11,146.00	334,997.00	334,771.08	225.90	0.00	334,996.98	100.00 %	0.02	16,749.86
23-0001	HVAC	413,500.00	27,560.50	441,060.50	437,959.50	3,101.00	0.00	441,060.50	100.00 %	0.00	22,053.03
26-0001	Electrical	865,548.00	73,539.00	939,087.00	918,649.50	20,437.50	0.00	939,087.00	100.00 %	0.00	46,954.35
31-1000	Site Cleaning	444,000.00	190,427.00	634,427.00	584,427.00	50,000.00	0.00	634,427.00	100.00 %	0.00	31,721.35
32-3100	Fence	60,120.00	15,400.00	75,520.00	25,860.00	0.00	0.00	25,860.00	34.24 %	49,660.00	2,586.00
32-3300	Site Furnishings	255,075.00	-115,000.00	140,075.00	0.00	0.00	0.00	0.00	0.00 %	140,075.00	0.00
32-9000	Landscaping	316,624.00	-12,322.00	304,302.00	0.00	0.00	0.00	0.00	0.00 %	304,302.00	0.00
60-1001	AWL-Floor Prep	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
60-1002	ALW-Flooring Moisture Mitigation	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	0.00
60-1003	ALW-Poor Soils/Undercuts	75,000.00	-25,408.00	49,592.00	0.00	0.00	0.00	0.00	0.00 %	49,592.00	0.00
60-1004	ALW-Topsoil Screening	15,000.00	-15,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1005	ALW-Gate Well and Valve	8,500.00	-8,500.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1006	ALW-Concrete Restoration at Transformer	5,000.00	-3,597.00	1,403.00	0.00	0.00	0.00	0.00	0.00 %	1,403.00	0.00
60-1007	ALW-Miscellaneous Restoration	7,500.00	-3,245.00	4,255.00	0.00	0.00	0.00	0.00	0.00 %	4,255.00	0.00
60-1008	ALW-Landscape and Irrigation Trade Alternates (Landscape Maintenance,	7,300.00	-7,300.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1009	ALW-Dust Control and Maintenance	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

A	B	C			D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	Work Completed From previous application	Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
60-1010	ALW-Decorative Bollard Foundations	3,500.00	-3,500.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1011	ALW-Non-Earthwork Spoils	23,205.00	-15,768.00	7,437.00	0.00	0.00	0.00	0.00	0.00 %	7,437.00	0.00
60-1012	ALW-Concrete Foundations Trade Alternates (Frost Footings at Overhead	24,040.00	-14,800.00	9,240.00	0.00	0.00	0.00	0.00	0.00 %	9,240.00	0.00
60-1013	ALW-Polished Concrete Alternate and Trade Alternate (Dye, Grout Coat, and	12,500.00	0.00	12,500.00	0.00	0.00	0.00	0.00	0.00 %	12,500.00	0.00
60-1014	ALW-Resinous Flooring Trade Alternates (3.05 Field Quality Control)	5,000.00	0.00	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
60-1015	ALW-Structural Steel Trade Alternates (AESS Mock-Up and Interior Ladder)	15,000.00	0.00	15,000.00	0.00	0.00	0.00	0.00	0.00 %	15,000.00	0.00
60-1016	ALW-Site Concrete and Concrete Flatwork Trade Alternates and Voluntary Alternate	57,510.00	0.00	57,510.00	0.00	0.00	0.00	0.00	0.00 %	57,510.00	0.00
60-1017	ALW-2026 Site Concrete and Additional ADA Ramps	10,000.00	0.00	10,000.00	0.00	0.00	0.00	0.00	0.00 %	10,000.00	0.00
60-1018	ALW-Revised Concrete Step Details at Bandshell	20,000.00	-15,108.00	4,892.00	0.00	0.00	0.00	0.00	0.00 %	4,892.00	0.00
60-1019	ALW-Masonry Trade Alternates (Alternate Footing Detail)	4,250.00	0.00	4,250.00	0.00	0.00	0.00	0.00	0.00 %	4,250.00	0.00
60-1020	ALW-Caulking and Joint Sealant Trade Alternates (Air Barrier at Bandshell Soffit	29,930.00	-29,930.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1021	ALW-Aluminum, Glass, and Glazing Trade Alternates (Delegated Design for Transluc	17,000.00	-12,000.00	5,000.00	0.00	0.00	0.00	0.00	0.00 %	5,000.00	0.00
60-1022	ALW-Temporary Drives and Temporary Site Work	85,000.00	-19,481.00	65,519.00	0.00	0.00	0.00	0.00	0.00 %	65,519.00	0.00
60-1023	ALW-Concrete Removal/Replacement For Sanitary Tap	23,060.00	-23,060.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1024	ALW-Miscellaneous Bent Plates (2&7/A511)	30,000.00	-14,245.00	15,755.00	0.00	0.00	0.00	0.00	0.00 %	15,755.00	0.00
60-1025	ALW-Concrete Overages with Trench Foundations	7,500.00	-350.00	7,150.00	0.00	0.00	0.00	0.00	0.00 %	7,150.00	0.00
60-1026	ALW-Temporary Fence Adjustments	13,115.00	0.00	13,115.00	0.00	0.00	0.00	0.00	0.00 %	13,115.00	0.00
60-1027	ALW-Irrigation Booster Pump	18,025.00	0.00	18,025.00	0.00	0.00	0.00	0.00	0.00 %	18,025.00	0.00
60-1028	ALW-Electrical Trade Alternates (Alt L7, Wire Push Buttons, Firepit Switch, Door	19,542.00	-12,678.00	6,864.00	0.00	0.00	0.00	0.00	0.00 %	6,864.00	0.00
60-1029	ALW-Emergency Radio Responder System	34,011.00	0.00	34,011.00	0.00	0.00	0.00	0.00	0.00 %	34,011.00	0.00
60-1030	ALW-Field Applied Decorative Masonry Sealer	63,000.00	-29,755.00	33,245.00	0.00	0.00	0.00	0.00	0.00 %	33,245.00	0.00
60-1031	60-1031	28,680.00	-28,680.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1032	Metal Siding Trade Alternates (Fiberglass Girts, Mechanical Screen Wall, Delegat	86,330.00	-82,830.00	3,500.00	0.00	0.00	0.00	0.00	0.00 %	3,500.00	0.00
60-1033	Metal Roofing Trade Alternates (Fascia at Bandshell and Event Hub, Custom Color	90,750.00	-18,250.00	72,500.00	0.00	0.00	0.00	0.00	0.00 %	72,500.00	0.00
60-1034	Membrane Roofing Trade Alternates (Tapered Insulation at Low Roof)	27,020.00	-27,020.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1035	ALW-Hard Tile Trade Alternate (Wall Tile Waterproofing)	1,750.00	-1,750.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1036	ALW-Interior Linear Metal Ceiling	140,000.00	-91,425.00	48,575.00	0.00	0.00	0.00	0.00	0.00 %	48,575.00	0.00

APPLICATION AND CERTIFICATE FOR PAYMENT

A	B	C			D	E	F	G	G.1	H	I
Item #	Description of work	Original Contract value	Approved Changes	Revised Contract Amount	Work Completed From previous application	Completed This period	Materials presently stored	Total completed and stored (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage
60-1037	ALW-Additional Soffit Framing at Bandshell	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	0.00
60-1038	ALW-Carpet and Resilient Flooring Trade Alternates (99% Adhesive, Additional Bas	1,400.00	-750.00	650.00	0.00	0.00	0.00	0.00	0.00 %	650.00	0.00
60-1039	ALW-AED	2,449.00	-2,449.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1040	ALW-Food Service Equipment Trade Alternate (Stainless Steel Shroud)	3,000.00	0.00	3,000.00	0.00	0.00	0.00	0.00	0.00 %	3,000.00	0.00
60-1041	ALW-HVAC Dual Wall Spiral	20,000.00	-20,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %	0.00	0.00
60-1042	ALW-Fire Protection, Plumbing, Mechanical, Electrical Inspection Fees	3,645.00	0.00	3,645.00	0.00	0.00	0.00	0.00	0.00 %	3,645.00	0.00
60-1043	ALW-General Wall Patch/Painting Touch-Up	7,500.00	0.00	7,500.00	0.00	0.00	0.00	0.00	0.00 %	7,500.00	0.00
60-1044	ALW - Unawarded/Uncommitted	0.00	18,840.50	18,840.50	0.00	0.00	0.00	0.00	0.00 %	18,840.50	0.00
Total		9,405,996.00	41,008.33	9,447,004.33	6,364,433.39	427,174.21	0.00	6,791,607.60		2,655,396.73	339,500.70