AGENDA
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
OCTOBER 9, 2025
7:00 PM

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1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF AGENDA**

5. **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 September 15, 2025

   B. Request to approve Payment Application No. 5 for the 2025 Landscape Maintenance Contract, to Capital Landscapes of Ferndale, MI in the amount of $8,514.00.

   C. Request to approve Payment Application No. 5 for the 2025 Lawn Maintenance Contract, to Capital Landscapes of Ferndale, MI in the amount of $16,590.58.

   D. Request to approve the Winter Maintenance Agreement with the Road Commission for Oakland County for the 2025/26 winter maintenance on County roads.

   E. Approval of Pay Application No. 5 and Change Order No. 3 to Eminent Excavating Local LLC of Dearborn, MI for the 2025 Water Main Replacement Project, M-769 in the amount of $70,645.68 and ($125,466.83) respectively.

   F. 2026-2028 Oakland County Animal Shelter Interlocal Agreement for Services.

   G. Approval of Pay Application No. 4 and Change Order No. 1 to A&G Construction and Remodeling of Detroit, MI for the 2025 Northfield Reconstruction Project, M-770 in the amount of $87,898.66 and ($57,116.96) respectively.

   H. Resolution approving Salud Eleven, LLC for a Social District Permit.

   I. Request to advertise for bids for the City Complex Asbestos and Universal Waste Abatement Project.

   J. Request to advertise for bids for the City Complex Building Demolition Project.

K. Request to approve Payment Application No. 3 for the 2025 Block Pruning Project, to Limb Walkers Tree & Snow, LLC of Kenockee, MI in the amount of $11,510.00.

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS

A. Public Safety Merit Citations

8. ACCOUNTING REPORTS

A. Approval for payment of an invoice submitted by Shifman Fournier for legal services retainer for October 1, 2025 – December 31, 2025 in the total amount of $20,000.00

9. CITY MANAGER

A. City Clerk

1. November 4, 2025 City General Election

B. Municipal Services

1. Approval of Pay Application No. 2 and Change Order No. 1 for the 11 Mile Road Alleys & Parking Lot Reconfiguration Project, M-694 in the amount of $296,539.81 and $25,830.00 respectively.

C. Public Safety

1. Request to authorize the the Public Safety Department to participate in the OMNIA Parter contract for the Dispatch console replacement project totaling $79,773.63.

D. Department of Public Works

1. Payment request and Change Order No. 2 from Neumann Smith Architecture for Architectural Services on the Event Hub Project for the total amount of $16,841.13 and $10,500.00 respectively.

10. PUBLIC HEARINGS

A. Public hearing and adoption of Special Assessment Resolutions to confirm the rolls and set the due date of November 11, 2025 together with penalty of ten percent (10%) for Special Assessment Districts #725 - Delinquent Utilities, #726 - False Alarms, #727 - Miscellaneous Concrete Replacement, #728 - Property Blight and #729 - Sidewalk Replacement.

11. 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.

12. CALL TO THE COUNCIL

13. 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
40TH CITY COUNCIL
OAK PARK, MICHIGAN
SEPTEMBER 15, 2025
7:00 PM

1. CALL TO ORDER

The meeting was called to order at 7:00 PM by Mayor Pro Tem Whitehead 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: Council Member Edgar, Council Member Whitehead, Council Member Crawford

ABSENT: Mayor McClellan, Council Member Radner

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

4. APPROVAL OF AGENDA

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

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

5. CONSENT AGENDA

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

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

A. Regular City Council Meeting Minutes for September 2, 2025
CM-09-297-2025

B. Traffic Safety Board Commission Meeting Minutes for August 20, 2025
CM-09-298-2025

C. Planning Commission Meeting Minutes for July 14, 2025
CM-09-299-2025

D. Request to approve Payment Application No. 2 for the 2025 Block Pruning Project, to Limb Walkers Tree & Snow, LLC of Kenockee, MI in the amount of $11,250.00.
CM-09-300-2025

E. Approval of Payment Application No. 1 to Albaugh Masonry Stone & Tile Inc., of Waterford, MI for the Event Hub masonry work in the amount of $122,590.23.
CM-09-301-2025

F. New and Renewal Licenses for September 15, 2025
CM-09-302-2025

G. Beautification Advisory Commission resolution and recommendation for nominees of the 2025 Beautification Awards.
CM-09-303-2025

6. RECOGNITION OF VISITING ELECTED OFFICIALS

There were no elected officials present who wished to speak.

7. SPECIAL RECOGNITION/PRESENTATIONS

A. Constitution Week Proclamation

B. Special retirement recognition for Public Safety Officer John Stanson

C. Special retirement recognition for Engineering Technician II Jennifer Wilson

8. PUBLIC HEARINGS

A. Public Hearing to receive public comments regarding the request by Salud Eleven, LLC, D/B/A Salud Eleven, 14701 W. Eleven Mile, for the issuance of a Class C Liquor License.

Mayor Pro Tem Whitehead opened the public hearing and it was immediately closed as there were no members of the public who wanted to speak.

B. Resolutions approving issuance of a Class C Liquor License to Salud Eleven, LLC, D/B/A Salud Eleven, 14701 W. Eleven Mile.
CM-09-304-2025

Motion by Edgar, seconded by Whitehead, CARRIED, to approve resolutions (Oak Park Resolution and Local Government Approval Resolution for the Michigan Liquor Control Commission) regarding the issuance of a Class C Liquor License to Salud Eleven, LLC, D/B/A Salud Eleven, 14701 W. Eleven Mile subject to the following conditions:

1. The Michigan Liquor Control Commission issues a Class C Liquor License to Salud Eleven, LLC, D/B/A Salud Eleven located at 14701 W. Eleven Mile, Oak Park, Michigan 48237.

2. The Michigan Liquor Control Commission issues the following permit(s): Entertainment permit, as the applicant may want to have live music and dancing.

3. Upon issuance of the Class C Liquor License and any related permits by the Michigan Liquor Control Commission, Salud Eleven shall provide the City Clerk’s Office with copies of the License and permits along with a Certificate of Liquor Liability Insurance for the subject business.

4. Salud Eleven executes a Contract for a Class C Liquor License with the City of Oak Park, Michigan.

5. Salud Eleven must obtain all requisite building and related permits as well as a Business License from the Municipal Services Department prior to commencing operations at 14701 W. 11 Mile.

6. Payment of the delinquent water bill for 14701 W. Eleven Mile in the amount of $1,359.95 as of August 20, 2025, along with any additional penalties and payment of any water bill(s) that become(s) due from the date of the adoption of this resolution and the issuance of the City of Oak Park, Michigan Class C Liquor License by the City Clerk.

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

Salud Eleven, LLC D/B/A Salud Eleven located at 14701 W. Eleven Mile has applied for a Class C Liquor License and various related permits from both the Michigan Liquor Control Commission and the City of Oak Park.

9. SPECIAL LICENSES

A. Request for a Special Event License submitted by Dog and Pony Show Brewing, 14661 W. 11 Mile Rd. Ste. 200, for the Angellfish Elementary PTA Cornhole Tournament, to be held September 29, 2024 from 10:00 am. – 4:00 pm.
CM-09-305-2025

Motion by Crawford, seconded by Edgar, CARRIED, to approve the following special event request subject to all departmental approvals:

NAME	EVENT	FEE
Dog and Pony Show Brewing 14661 . 11 Mile Rd. St. 200	Angellfish Elementary PTA Cornhole Tournament 9-29-25 10am-4pm	$100 app fee paid

Voice Vote:	YES:	Edgar, Whitehead, Crawford
	NO:	None
	ABSENT:	McClellan, Radner

10. ACCOUNTING REPORTS

A. Approval for payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of $17,885.24
CM-09-306-2025

Motion by Edgar, seconded by Whitehead, CARRIED, to approve payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of $17,885.24.

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

B. Approval for payment of an invoice submitted by Dizik, Faber, Kaplan for legal services in the total amount of $6,500.
CM-09-307-2025

Motion by Crawford, seconded by Edgar, CARRIED, to approve payment of an invoice submitted by Dizik, Faber, Kaplan for legal services in the total amount of $6,500.

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

11. ORDINANCES

A. Second reading and adoption of an ordinance to amend Chapter 2, Administration, Article III, Boards and Commissions, by adding a new Division 2, Juneteenth Commission.
CM-09-308-2025

Motion by Crawford, seconded by Julie Edgar, CARRIED, to approve the second reading and adopt the following ordinance to amend Chapter 2, Administration, Article III, Boards and Commissions, by adding a new Division 2, Juneteenth Commission:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. O-25-741
ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, ARTICLE III, BOARDS AND COMMISSIONS, BY ADDING A NEW DIVISION 2, JUNETEENTH COMMISSION.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Chapter 2, Administration, Article III Boards and Commissions, of the Code of Ordinances of the City of Oak Park is hereby amended by the addition of a new Division 2, Juneteenth Commission, which shall read as follows:

DIVISION 2. – Juneteenth Commission

Sec. 2-256. - Created.

There is hereby created a Juneteenth commission for the City of Oak Park for the purpose of planning and implementing the annual Juneteenth celebration.

Sec. 2-257. - Composition.

The Juneteenth commission shall be composed of 9 members and shall include one member of the city council, appointed by the city council, and one member of the city administration, appointed by the City Manager, to serve as ex officio members and shall be entitled to vote.

Sec. 2-258. - Appointment.

The resident members of the Juneteenth commission shall be appointed by the city council.

Sec. 2-259. - Terms.

The members of the Juneteenth commission shall serve for terms of three years. The first commission shall be composed of two members whose term shall be one year, two members whose term shall be two years and two members whose term shall be three years. Terms shall expire on August 31 of a calendar year.

Sec. 2-260. - General duties.

It shall be the duty of the Juneteenth commission to support the city administration in the planning, promotion and execution of the annual Juneteenth celebration.

Sec. 2-261. - Compensation.

The members of the Juneteenth commission shall serve without compensation.

Sec. 2-262. - Officers.

(a) The officers of the Juneteenth commission shall consist of a chairperson, vice-chairperson, and secretary. The Juneteenth Commission shall, from its appointed members, elect a chairperson who shall be the presiding officer of the commission, a vice-chairperson who shall serve as presiding officer in the absence of the chairperson and a secretary who shall keep and maintain the proceedings of the commission.

(b) Officers shall serve for one year and may serve an unlimited number of terms in that office.

(c) Officers shall be elected at the January meeting each year.

Sec. 2-263. - Meetings.

The Juneteenth commission shall meet monthly beginning in January and conclude with an evaluation meeting in August, at a time and location determined by the commission. Commission meetings are public meetings subject to the Open Meeting Act and shall be properly noticed. Additional meetings of this commission and subcommittee meetings may be called by the chairperson on an "as necessary" basis. Subcommittee meetings do not require notice.

Sec. 2-264. - Organization.

The Juneteenth commission shall adopt rules for transaction of business that follow Robert’s Rules of Order and shall keep minutes of its proceedings, which shall be a public record.

Sec. 2-265. - Staff.

The city manager shall be responsible for providing necessary staff assistance to serve the Juneteenth commission.

Sec. 2-266. - Funds.

Funds may be appropriated for the Juneteenth commission as a part of the annual budgeting process to defray its expenses. Such appropriations shall follow established procedures set forth by city ordinance.

Sec. 2-267. – Sub-committees.

(a) Sub-committees may be formed by the commission to work on specific aspects of the celebration.

(b) A member of the Juneteenth commission shall serve as the chairperson of each subcommittee and shall present recommendations to the commission for approval.

(c) The commission may appoint volunteers who are not members of the commission to serve on sub-committees of the commission.

Sec. 2-268. - Quorum; majority.

Attendance by 50 percent or more of the current membership of the commission shall constitute a quorum. Any action of the commission shall require a concurrence by the majority of the quorum present at the meeting.

Secs. 2-269 - 2-275. - Reserved.

SECTION 2. Severability.

No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this ordinance, except as to the above section and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park.

SECTION 3. Effective Date.

This ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

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

The ordinance formally establishes the Juneteenth Commission to plan and implement the annual Juneteenth celebration.

12. CITY MANAGER

A. Finance/Assessing

1. Resolution authorizing the City Assessor to prepare Special Assessment Rolls, assessing unpaid charges together with a 10% penalty on private property for Delinquent Utilities - $355,687.16; False Alarms - $2,200.00; Miscellaneous Concrete Replacement - $4,120.33; Property Blight - $32,597.43; and Sidewalk Replacements - $317,450.91
CM-09-309-2025

Motion by Edgar, seconded by Crawford, CARRIED, to approve the following resolution authorizing the City Assessor to prepare Special Assessment Rolls, assessing unpaid charges together with a 10% penalty on private property for Delinquent Utilities - $355,687.16; False Alarms - $2,200.00; Miscellaneous Concrete Replacement - $4,120.33; Property Blight - $32,597.43; and Sidewalk Replacements - $317,450.91.

PROPOSAL FOR
SPECIAL ASSESSMENT DISTRICTS

WHEREAS, As required by City Code, Article III, Sec. 12.14, the City Treasurer has reported the sums expended which represent City expenses incurred on private premises which remain unpaid, or in respect thereto, listed herewith;

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make Special Assessment Rolls for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment Districts therefore according to the benefits derived in the sum of $712,055.83:

Delinquent Utilities	$355,687.16
False Alarms	$2,200.00
Misc. Concrete	$4,120.33
Property Blight	$32,587.43
Sidewalk Replacement	$317,450.91 and

THAT, Said Special Assessment Rolls shall be numbered to correspond with the number of the Special Assessment to which it pertains; and

THAT, The Assessor, when s/he shall have completed the said assessment rolls, shall report the same to the Council in the manner provided by the City Charter.

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

The Deputy Treasurer is submitting a list of properties that have outstanding charges for Delinquent Utilities, False Alarms, Miscellaneous Concrete Replacement, Property Blight and Sidewalk Replacements and is requesting that the City Assessor be authorized and directed to prepare Special Assessment Rolls; assessing unpaid charges, together with a penalty of ten percent (10%), to the real property tax roll.

2. Resolution receiving Special Assessment Rolls and establishing October 9, 2025 as the date for the Public Hearing on the rolls for unpaid charges for city expenses incurred on private premises for Delinquent Utilities #725, False Alarms #726, Miscellaneous Concrete Replacement #727, Property Blight #728 and Sidewalk Replacements #729.
   CM-09-310-2025

Motion by Crawford, seconded by Edgar, CARRIED, to approve the following resolution receiving Special Assessment Rolls and establishing October 9, 2025 as the date for the Public Hearing on the rolls for unpaid charges for city expenses incurred on private premises for Delinquent Utilities #725, False Alarms #726, Miscellaneous Concrete Replacement #727, Property Blight #728 and Sidewalk Replacements #729:

SPECIAL ASSESSMENT RESOLUTION

DISTRICT NO. 725, 726, 727, 728 and 729

The Assessor reported Special Assessment Rolls No. 725, 726, 727, 728 and 729 to the City Council. Attached to said Special Assessment Roll was the certificate of the City Assessor in form as required in Chapter XII of the City Charter.

BE IT RESOLVED, that Special Assessment Rolls No. 725, 726, 727, 728 and 729 this day submitted to the City Council by the City Assessor, be filed in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council and the City Assessor shall meet in the City Council room in the City of Oak Park, Michigan, on the 7th day of October 9, 2025 at 7:00 P.M. Eastern Standard Time, for the purpose of reviewing the assessment contained in said Special Assessment Rolls.

BE IT FURTHER RESOLVED, that the City Clerk be and is hereby ordered to cause notice of said review and of the filing of said Special Assessment Rolls to be published once prior to said hearing in the Daily Tribune, a newspaper circulating in said City of Oak Park, the first publication to be at least one week before such hearing, and that said notice shall be in form as provided in Chapter XII of the City Charter.

BE IT STILL FURTHER RESOLVED that the City Clerk be and is hereby instructed to serve notice of said Special Assessment Hearing to each owner of, or party in interest in, property to be assessed, whose name appears upon the last general tax assessment records by mailing the notice first class mail, addressed to such owner or party at the address shown on the tax records, at least ten (10) days before the date of said hearing.

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

B. Department of Public Works

1. Request to approve Payment Application No. 8 (final) and Change Order No. 4 for the Eight Mile Booster Station Rehabilitation Project, M-732, to CSM Mechanical of Milford, MI in the amounts of $16,020.00 and ($6,480.00) respectively.
   CM-09-311-2025

Motion by Edgar, seconded by Crawford, CARRIED, to approve Payment Application No. 8 (final) and Change Order No. 4 for the Eight Mile Booster Station Rehabilitation Project, M-732, to CSM Mechanical of Milford, MI in the amounts of $16,020.00 and ($6,480.00) respectively.

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

Payment Application No. 8 (final) and Change Order No. 4 for the Eight Mile Booster Station Rehabilitation Project, M-732

2. Approval of Payment Application No. 3 and Change Order No. 1 for the Event Hub Project in the amount of $630,516.86 and $41,008.33 respectively.
CM-09-312-2025

Motion by Crawford, seconded by Edgar, CARRIED, to approve Payment Application No. 3 and Change Order No. 1 for the Event Hub Project in the amount of $630,516.86 and $41,008.33 respectively.

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

Deputy City Manager DeCoster reviewed Payment Application No. 1 for the Event Hub Project. The Construction Manager and Architect have approved this payment and with Frank Rewold & Sons (FRS) disbursing the funds on behalf of the city. This is for a period ending June 30, 2025. Currently, footings are being installed for the Event Hub and Band Shell. The project is approximately 5% complete.

C. Human Resources

1. Request to approve Collective Bargaining Agreement Two-Year Extensions:

- POLC representing OPDS Command Officers Association
- Police Officers Association of Michigan (POAM)
- Police Officers Association of Michigan - Dispatchers
- Technical and Professional Office Workers of Michigan (TPOAM)

CM-09-313-2025

Motion by Julie Edgar, seconded by Stephanie Crawford, CARRIED, to approve the following Collective Bargaining Agreement Two-Year Extensions:

<u>Collective Bargaining Agreement Two-Year Extension - POLC</u>

The City of Oak Park (hereinafter, "City) and the POLC representing the OPDPS Command Officers Association. (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2026;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2024 - June 30, 2026;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional two-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:
1. The current Collective Bargaining Agreement shall be extended for a period of two (2) years, which shall now expire on June 30, 2028.

2. Wages:

October 1, 2025: 3%
July 1, 2026: 2.5%
July 1, 2027: 2.5%

3. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and cany over until the expiration date contained in this Extension Agreement.

Collective Bargaining Agreement Two Year Extension - PAOM

The City of Oak Park (hereinafter, “City”) and the Police Officers Association of Michigan, (hereinafter, “Union”) are parties to a Collective Bargaining Agreement which expires June 30, 2026;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of June 30, 2024-June 30, 2026;

WHEREAS; The parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional two-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, The parties agree as follows:
1. The Collective Bargaining Agreement shall be extended for a period of two (2) years, which shall now expire June 30, 2028.

2. Wages:
October 1, 2025: 3%
July 1, 2026: 2.5%
July 1, 2027: 2.5%

3. The parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this extension agreement.

Collective Bargaining Agreement Two-Year Extension - Dispatchers

The City of Oak Park (hereinafter, "City) and the Police Officers Association of Michigan - Dispatch Unit of Michigan (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2026;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2024 - June 30, 2026;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional two-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.
NOW THEREFORE, the Parties agree as follows:

1. The current Collective Bargaining Agreement shall be extended for a period of two (2)

years, which shall now expire on June 30, 2028.

2. Wages:
October 1, 2025: 3%
July 1, 2026: 2.5%
July 1, 2027: 2.5%

3. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement.

<u>Collective Bargaining Agreement Two-Year Extension - TPOAM</u>

The City of Oak Park (hereinafter, "City) and the Technical and Professional Officeworkers of Michigan (hereinafter, "Union") are parties to a Collective Bargaining Agreement which expires June 30, 2026;

WHEREAS; Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2024 - June 30, 2026;

WHEREAS; The Parties wish to extend the terms and conditions of the Collective Bargaining Agreement for an additional two-year period;

WHEREAS; The provisions of the Collective Bargaining Agreement shall remain unchanged except for as specified below.

NOW THEREFORE, the Parties agree as follows:

1. The current Collective Bargaining Agreement shall be extended for a period of two (2) years, which shall now expire on June 30, 2028.

2. Wages:
October 1, 2025: 3%
July 1, 2026: 2.5%
July 1, 2027: 2.5%

3. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force and carry over until the expiration date contained in this Extension Agreement.
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Roll Call Vote:	Yes:	Edgar, Whitehead, Crawford
	No:	None
	Absent:	McClellan, Radner

D. Elevate Oak Park

Deputy City Manager DeCoster provided an update on Elevate Oak Park indicating that all the projects are on schedule.

13. CALL TO THE AUDIENCE

Sharon Thomas, 15151 Pearson, expressed concerns about speeding vehicles and is requesting a guard rail be placed on the right of way in front of her home.

Ken Sherman, 23840 Jerome, was unclear of the process of the public hearing in regard to a liquor licensee and asked that the protocol for such hearings be better explained.

14. CALL TO THE COUNCIL

15. ADJOURNMENT

There being no further business to come before the City Council, Mayor Pro Tem Whitehead adjourned the meeting at 8:14 PM.

T. Edwin Norris, City Clerk

CITY OF OAK PARK, MI
STAFF REPORT

5.B

AGENDA FOR: October 9, 2025

SUBJECT: Request to approve Payment Application No. 5 for the 2025 Landscape Maintenance Contract, to Capital Landscapes of Ferndale, MI in the amount of $8,514.00.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Payment Application No. 5 for the 2025 Landscape Maintenance Contract

FINANCIAL STATEMENT: Attached is Payment Application No. 5 for the 2025 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. 5 for the 2025 Landscape Maintenance Contract, to Capital Landscapes of Ferndale, MI be approved in the amount of $8,514.00. 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. Pay Application No. 5_Landscape

PAYMENT APPLICATION

PROJECT: 2025 Landscape Maintenance Contract

APPLICATION NO.: 5

OWNER: City of Oak Park, MI

PERIOD ENDING: September 5, 2025

CONTRACTOR: Capital Landscapes
23133 Woodward Avenue #172
Ferndale, MI, 48220

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	$1,720.00	3.00	$5,160.00	10.10	$17,372.00
2	Bi-weekly maintenance at the Nine Mile and Coolidge Hwy. Intersection (See Exhibit B)	14	Weeks	$698.75	3.00	$2,096.25	10.40	$7,267.00
3	Bi-weekly maintenance at the city welcome signage and DPW Service Center (See Exhibit C)	14	Weeks	$209.63	3.00	$628.88	11.00	$2,305.88
4	Bi-weekly maintenance at the Nine Mile Cooridor (See Exhibit D)	14	Weeks	$209.63	3.00	$628.88	10.40	$2,180.10
5	Fertilizer and Broadleaf application on all turf areas	4.00	Apps	$1,383.53	0.00	$0.00	1.60	$2,213.64
6	Mulch placement (3" of Brown Double Shredded Hardwood)	150	CYD	$75.25	0.00	$0.00	150.00	$11,287.50
7	Spring Clean up	1	Each	$6,987.50	0.00	$0.00	1.00	$6,987.50
8	Fall Clean up	1	Each	$8,734.38	0.00	$0.00	0.00	$0.00

Period Amount:	**$8,514.00**	**Total Amount:**	**$49,613.62**

Original Contract Amount: **$72,275.48**

Earnings This Period:	**$8,514.00**
Total Earnings to Date:	$49,613.62
Deductions:	$0.00
Payments to Date:	$41,099.62
Amount Due to Capital Landscapes:	**$8,514.00**

Accepted By: ______________________ Date: ______________
Capital Landscapes

Approved By: ______________________ Date: ______________
Erik Nock, City of Oak Park

CITY OF OAK PARK, MI
STAFF REPORT

5.C

AGENDA FOR: October 9, 2025

SUBJECT: Request to approve Payment Application No. 5 for the 2025 Lawn Maintenance Contract, to Capital Landscapes of Ferndale, MI in the amount of $16,590.58.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Payment Application No. 5 for the 2025 Landscape Maintenance Contract

FINANCIAL STATEMENT: Attached is Payment Application No. 5 for the 2025 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. 5 for the 2025 Landscape Maintenance Contract, to Capital Landscapes of Oak Park, MI be approved in the amount of $16,590.58. 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. Pay Application No. 5_Lawn

PAYMENT APPLICATION

PROJECT: 2025 Lawn Maintenance Contract
APPLICATION NO.: 5
OWNER: City of Oak Park, MI
PERIOD ENDING: October 3, 2025
CONTRACTOR: Capital Landscapes
23133 Woodward Avenue #172
Ferndale, MI, 48220

ITEM NO.	ITEM DESCRIPTION	ORIGINAL BID QUANTITY		BID PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Kingston / Water tank / Gardens (behind parking)	28	Weeks	$92.40	4.00	$369.60	19.85	$1,834.14
2	Harding Tot Lots (Dead end of Harding)	28	Weeks	$21.00	4.00	$84.00	18.00	$378.00
3	Tyler Park (adjacent to Tyndall School)	28	Weeks	$138.60	4.00	$554.40	18.00	$2,494.80
4	Lincoln Blvds. (Greenfield Rd. to Coolidge Hwy.)	28	Weeks	$112.35	4.00	$449.40	20.00	$2,247.00
5	Rothstein / Victoria Parks	28	Weeks	$355.95	4.00	$1,423.80	19.40	$6,905.43
6	I-696, 10 Mile Road - Greenfield to Sherman Bridge	28	Weeks	$191.10	4.00	$764.40	16.40	$3,134.04
7	10 Mile Pump Station area (13641 Ten Mile Rd.)	28	Weeks	$60.90	4.00	$243.60	20.00	$1,218.00
8	Greenfield green belts (north and south of Oak Park Blvd.)	28	Weeks	$92.40	4.00	$369.60	19.00	$1,755.60
9	Oak Park Blvds. (Greenfield Rd. to Ferndale)	28	Weeks	$243.60	2.75	$669.90	16.00	$3,897.60
10	City Complex (not including Shepherd Park)	28	Weeks	$619.50	6.00	$3,717.00	21.45	$13,288.28
11	Nine Mile and Coolidge Intersection	28	Weeks	$224.70	6.00	$1,348.20	22.00	$4,943.40
12	9 Mile Road green belts (McClain to Rosewood Ave.)	28	Weeks	$165.90	4.00	$663.60	17.50	$2,903.25
13	9 Mile Road green belts (Greenfield to Church)	28	Weeks	$112.35	4.00	$449.40	20.00	$2,247.00
14	Hubbell / Stratford / Greenbriar Green belts	28	Weeks	$106.05	4.00	$424.20	19.25	$2,041.46
15	8 Mile Pump Station (20751 Coolidge Hwy.)	28	Weeks	$73.50	4.00	$294.00	20.00	$1,470.00
16	Oneida Blvds. (Seneca Ave. to Dartmouth Ave.)	28	Weeks	$7.35	4.00	$29.40	19.00	$139.65
17	Majestic Outlot (dead end of Majestic)	28	Weeks	$13.65	4.00	$54.60	18.00	$245.70
18	Northfield Blvds. (Coolidge Hwy. to Scotia Rd.)	28	Weeks	$86.10	4.00	$344.40	20.00	$1,722.00
19	McClain / Granzon	28	Weeks	$39.90	3.75	$149.63	18.85	$752.12
20	Troy Avenue green belt	28	Weeks	$27.30	4.00	$109.20	18.00	$491.40
21	Lessenger Park	28	Weeks	$66.15	4.00	$264.60	19.75	$1,306.46
22	Albany green belts (Coolidge Hwy. to Rosewood Ave.)	28	Weeks	$191.10	4.00	$764.40	20.00	$3,822.00
23	DPW Service Center (10600 Capital Ave.)	28	Weeks	$27.30	4.00	$109.20	20.00	$546.00
24	Meyers Blvds. (Capital Ave. to Eight Mile Road)	28	Weeks	$53.55	4.00	$214.20	19.00	$1,017.45
25	Cul-de-Sacs (39 Locations around town)	28	Weeks	$244.65	3.95	$966.37	14.40	$3,522.96
26	8 Mile Blvds. / Greenfield to Meyers (Mowing)	12	Weeks	$287.28	3.00	$861.84	11.95	$3,433.00
27	8 Mile Blvds. / Greenfield to Meyers (Picking)	24	Weeks	$149.63	6.00	$897.75	14.00	$2,094.75
					Period Amount:	**$16,590.68**	**Total Amount:**	**$69,851.48**

Original Contract Amount: **$96,499.20**

Earnings This Period:	**$16,590.68**
Total Earnings to Date:	$69,851.48
Deductions:	$0.00
Payments to Date:	$53,260.80

Amount Due to Capital Landscapes: $16,590.68

Accepted By: ______________________ Date: ______________
Capital Landscapes

Approved By: ______________________ Date: ______________
Erik Nock, City of Oak Park

CITY OF OAK PARK, MI
STAFF REPORT

5.D

AGENDA FOR: October 9, 2025

SUBJECT: Request to approve the Winter Maintenance Agreement with the Road Commission for Oakland County for the 2025/26 winter maintenance on County roads.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Enclosed is the maintenance agreement with the Road Commission for Oakland County for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Woodward. If executed, this will require our City crews to plow and salt these sections of roadway, as needed, throughout the winter.

FINANCIAL STATEMENT: The Road Commission for Oakland County has offered to compensate the City of Oak Park $56,455.09 for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Woodward. This contract includes a 4% price increase from last year ($54,283.72)

RECOMMENDED ACTION: It is recommended that the 2025/26 Winter Maintenance Agreement with the Road Commission for Oakland County be approved in the amount of $56,455.09, upon review by the City Attorney.

EXHIBITS:

1. Letter to Oak Park 2025-2026
2. RCOC/OP Agreement

ROAD COMMISSION for OAKLAND COUNTY

QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

September 10, 2025

Mr. Dave DeCoster
Director of Public Works
City of Oak Park
10600 Capital
Oak Park, MI 48237

RE: 2025-2026 Winter Maintenance Agreement

Dear Mr. DeCoster

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Oak Park.

This 2025-2026 agreement has an increase of 4%, which increases the amount from $54,283.72 to $56,455.09.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your Board to my account assistant, email, lsabbagh@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/ls
Attachment

2025-2026 WINTER MAINTENANCE AGREEMENT
CITY OF OAK PARK

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____day of ___________, 2025, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Oak Park, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of $56,455.09, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2025
50% in March 2026

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage district(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local unit(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the Board. Therefore, the City falls within the governmental immunity protection of the Board.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

Without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. Certificates of insurance for each policy of insurance required by this Agreement shall provide for 30 days actual (not "endeavor to"), prior, written notice to the RCOC by the insurance carrier of any cancellation, termination, reduction or other material change of the policy; and the City shall deliver such certificates to the RCOC.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State**.** In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2025, and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2026, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of ________________________________, and by the City by authority of a resolution of its governing body, adopted __________________________, (copy attached as Exhibit C).

Witnesses:

CITY OF OAK PARK
A Municipal Corporation

________________________________ By:________________________________

Its:________________________________

________________________________ By:________________________________

Its:________________________________

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

________________________________ By:________________________________

Its:________________________________

________________________________ By:________________________________

Its:________________________________

WINTER MAINTENANCE 2025-2026 CITY OF OAK PARK

EXHIBIT A

10 MILE ROAD

Extending from Woodward Avenue to Greenfield

	Miles	Cost Per Mile		
	4.92	$4,624.26		$ 22,751.36
	0.53	$8,092.46		$ 4,289.00
	5.45			$ 27,040.36

GREENFIELD ROAD

Extending from Eight Mile Road to Eleven Mile Road

	Miles	Cost Per Mile		
	0.28	$8,092.46		$ 2,265.89
	2.72	$9,981.19		$ 27,148.84
	3.00			$ 29,414.73
Total Miles				
	8.45		TOTAL	$ 56,455.09

TWO LANES ($4,624.26 per mile)

	Miles	Cost Per Mile		
	4.92	$4,624.26		$ 22,751.36

FOUR OR FIVE LANES ($8,092.46 per mile)

	Miles	Cost Per Mile		
	0.81	$8,092.46		$ 6,554.89

SIX OR MORE LANES ($9,981.19 per mile)

	Miles	Cost Per Mile		
	2.72	$9,981.19		$ 27,148.84
Total Miles				
	8.45		TOTAL	$ 56,455.09

50% in December 2025	$ 28,227.54
50% in March 2026	$ 28,227.55
	$ 56,455.09

EXHIBIT B

2025-2026 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION
(CITY)

Insurance Coverage:
The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.

1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:		or: Combined Single Limit:	
Each Person	$1,000,000	Aggregate	$2,000,000
Each Occurrence	$1,000,000		
Aggregate	$2,000,000		

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability: Each Person $1,000,000 Each Occurrence $1,000,000	or: Combined Single Limit: Each Occurrence: $1,000,000

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

c. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.

d. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.

e. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.

f. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.

CITY OF OAK PARK, MI
STAFF REPORT

5.E

AGENDA FOR: October 9, 2025

SUBJECT: Approval of Pay Application No. 5 and Change Order No. 3 to Eminent Excavating Local LLC of Dearborn, MI for the 2025 Water Main Replacement Project, M-769 in the amount of $70,645.68 and ($125,466.83) respectively.

DEPARTMENT: Municipal Services

FROM: Daniel Fairless, Deputy Director of Municipal Services

SUMMARY: Attached is proposed Pay Application No. 5 and Change Order No. 3 for the 2025 Water Main Replacement Project, M-769, by Eminent Excavating Local LLC, of Dearborn, MI. With this project now 100% complete, the Change Order is to balance the final pay items for the actual work completed. This project included Water Main Replacement along Nine Mile Rd. and Sussex. This project is partially funded through a $900,000 reimbursement grant that was received.

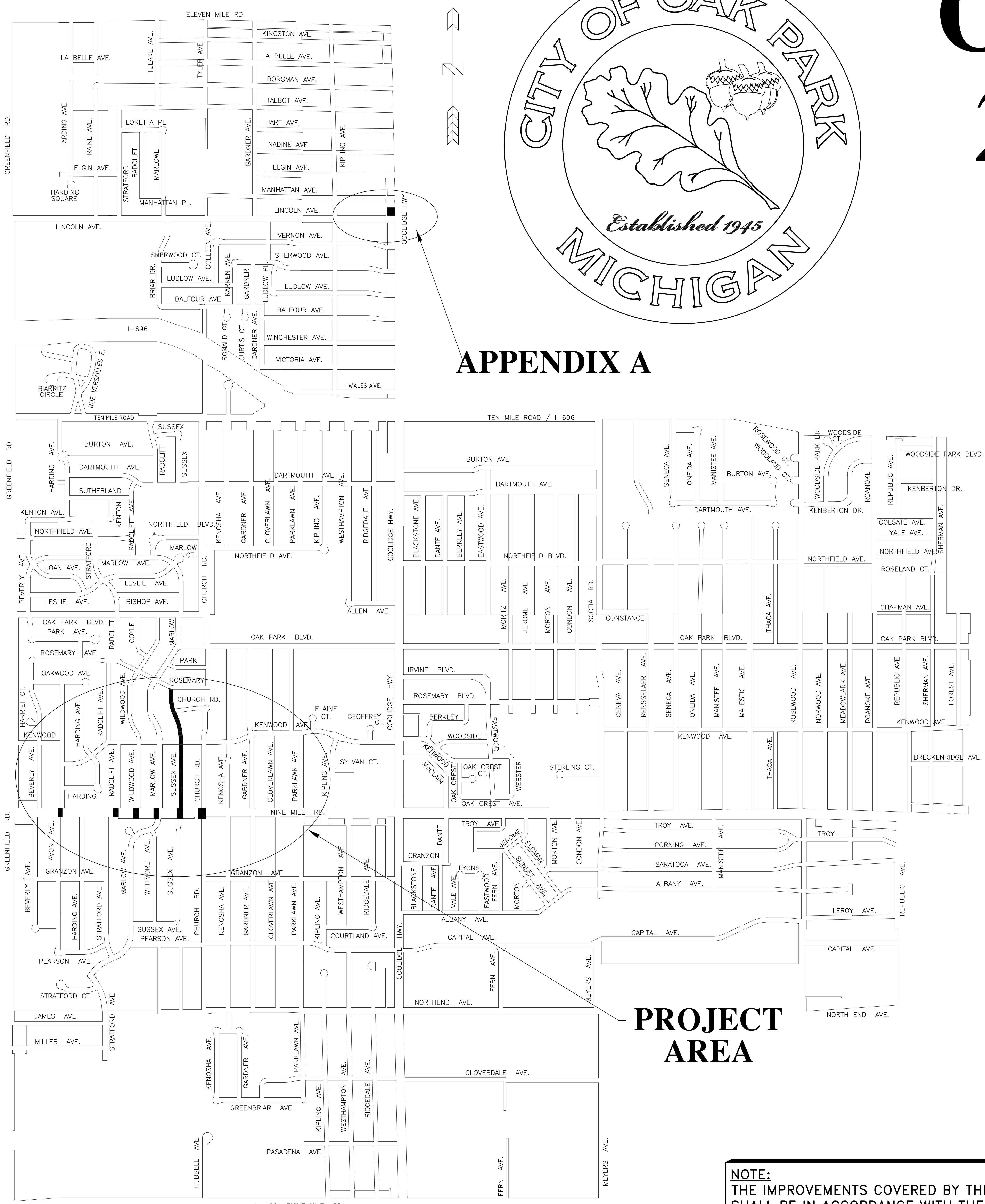
FINANCIAL STATEMENT:

Original Contract Amount:	$1,149,431.00
Change Order No. 1:	$17,530.20
Change Order No. 2:	$12,342.38
Change Order No. 3:	($125,466.83)
Proposed Contract Amount	**$1,053,836.75**
Total Earnings to Date:	$1,053,836.75
Less Retainage:	$10,000.00
Net Earned:	$1,043,836.75
Deductions:	$0.00
Balance:	$1,043,836.75
Payments to Date:	$973,191.07
Amount Due Eminent Excavating Local LLC	**$70,645.68**

RECOMMENDED ACTION: It is recommended that Pay Application No. 5 and Change Order No. 3 for the 2025 Water Main Replacement Project, M-769, to Eminent Excavating Local LLC of Dearborn, MI be approved for the amount of $70,645.68 and ($125,466.83) respectively. Funding is available in the Water and Sewer Fund (592-18.538-970) for this expenditure.

EXHIBITS:

1. Project Map
2. Pay App 5 and Change Order 3



CITY OF OAK PARK MICHIGAN Established 1945

CITY OF OAK PARK 2025 WATER MAIN REPLACEMENT PROJECT, M-769

MARIAN McCLELLAN
- MAYOR -

CAROLYN BURNS
- MAYOR PRO TEM -

SOLOMON RADNER
JULIE EDGAR
SHAUN WHITEHEAD
- COUNCIL MEMBERS -

ERIK TUNGATE
-CITY MANAGER -

KARA GRISAMER, P.E
-CITY ENGINEER -

SHEET NO.	TITLE
1	COVER SHEET
2–3	SUSSEX AVE. TOPOGRAPHIC SURVEY
4–5	SUSSEX AVE. REMOVAL PLANS
6–7	SUSSEX AVE. CONSTRUCTION PLANS
8–9	SUSSEX AVE. CONNECTIONS
10–11	NINE MILE CROSSINGS TOPOGRAPHIC SURVEY
12–13	NINE MILE CROSSINGS REMOVAL PLANS
14–15	NINE MILE CROSSINGS CONSTRUCTION PLANS
16–20	NINE MILE CROSSINGS CONNECTIONS
21	STANDARD WATER DETAILS
22–23	STANDARD PAVING DETAILS

NOTE:
THE IMPROVEMENTS COVERED BY THESE PLANS SHALL BE IN ACCORDANCE WITH THE MICHIGAN DEPARTMENT OF TRANSPORTATION 2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION, MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY STANDARDS, AND THE ACCOMPANYING PROPOSAL FOR THIS PROJECT.

MISS DIG System, Inc.
1-800-482-7171
811

CITY OF OAK PARK
ENGINEERING DIVISION

COVER SHEET	SCALE: N.T.S.	DRAWN BY: JLW REVISED: 12/9/24
2025 WATER MAIN REPLACEMENT PROJECT, M-769		
DATE: 09/12/23	APPROVED BY: KMG	DRAWING NUMBER: 1 OF 23

PAYMENT APPLICATION

PROJECT:	2025 Water Main Replacement Project	***JOB NUMBER:***	M-769
OWNER:	City of Oak Park, Michigan	***APPLICATION NO.:***	5
CONTRACTOR:	Eminent Excavating Local LLC	***PERIOD ENDING:***	9/19/25
	22161 Outer Dr.	***PAGE:***	1 of 4
	Dearborn, MI 48124		

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	$50,000.00	0.00	$0.00	1.00	$50,000.00
2	Minor Traffic Device, Modified SP	1	LSUM	$20,000.00	0.00	$0.00	1.00	$20,000.00
3	Pavement Removal, Modified SP	2,314	SYD	$9.00	57.00	$513.00	2,081.91	$18,737.19
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	27	EACH	$145.00	0.00	$0.00	35.00	$5,075.00
5	Project Cleanup	1	LSUM	$2,500.00	1.00	$2,500.00	1.00	$2,500.00
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	500	SYD	$17.00	57.00	$969.00	517.91	$8,804.47
7	Gate well , 1040C Frame and Cover	9	EACH	$750.00	0.00	$0.00	8.00	$6,000.00
8	Sanitary Manhole 1040A Frame and Cover	4	EACH	$850.00	0.00	$0.00	0.00	$0.00
9	Catch Basin 5080M3 6 Hole Frame and Cover	4	EACH	$950.00	0.00	$0.00	0.00	$0.00
10	Underdrain Subgrade, Open Graded 6", Modified SP	200	LFT	$20.00	0.00	$0.00	82.33	$1,646.60
11	Conc. Pavt. 24" curb and gutter Section, Non-Reinf. 7", Modified SP	200	LFT	$32.00	0.00	$0.00	130.40	$4,172.80
12	Conc. Pavt W/integral curb and gutter, Non-Reinf. 7", Modified SP	50	SYD	$75.00	57.10	$4,282.50	160.83	$12,062.25
13	Conc. Pavt W/integral curb and gutter, Non-Reinf. 10", Modified SP	400	SYD	$95.00	0.00	$0.00	539.53	$51,255.35
14	Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk	10,400	SFT	$6.00	0.00	$0.00	8,306.62	$49,839.72
15	Sidewalk Conc. NonReinf. Modified SP 6" Conc. Sidewalk	6,270	SFT	$7.00	0.00	$0.00	4,563.64	$31,945.48
16	Sidewalk Curb	300	LFT	$30.00	0.00	$0.00	199.00	$5,970.00
17	Class A Sodding, Modified SP	3,000	SYD	$15.00	0.00	$0.00	3,438.73	$51,580.95

18	Water Main D.I CL 54 8" Trench Det B Modified	2,400	LFT	$157.00	0.00	$0.00	2,302.58	$361,505.06
19	Sussex ave. Water Main Connection "A" Sussex ave.@ Nine Mile Rd.	1	LSUM	$10,000.00	0.00	$0.00	1.00	$10,000.00
20	Sussex Ave. Water Main Connection "B" Sussex ave. @ Kenwood Ave.	1	LSUM	$6,500.00	0.00	$0.00	1.00	$6,500.00
21	Sussex Ave. Water Main Connection "C" Sussex Ave. @ Church Ave.	1	LSUM	$6,500.00	0.00	$0.00	1.00	$6,500.00
22	Sussex Ave. Water Main Connection "D" Sussex Ave. @ Rosemary Ave.	1	LSUM	$7,500.00	0.00	$0.00	1.00	$7,500.00
23	Nine Mile Crossings Water Main Connection "E" Nine Mile Rd. @ Avon Ave.(north side)	1	LSUM	$7,500.00	0.00	$0.00	1.00	$7,500.00
24	Nine Mile Crossings Water Main Connection "F" Nine Mile Rd. @ Avon Ave.(South side)	1	LSUM	$12,500.00	0.00	$0.00	1.00	$12,500.00
25	Nine Mile Crossings Water Main Connection "G" Nine Mile Rd. @ Radclift Ave.(north side)	1	LSUM	$6,500.00	0.00	$0.00	1.00	$6,500.00
26	Nine Mile Crossings Water Main Connection "H" Nine Mile Rd. @ Radclift Ave. (South side)	1	LSUM	$12,500.00	0.00	$0.00	1.00	$12,500.00
27	Nine Mile Crossings Water Main Connection "I" Nine Mile Rd. @ Wildwood Ave. (north side)	1	LSUM	$7,500.00	0.00	$0.00	1.00	$7,500.00
28	Nine Mile Crossings Water Main Connection "J" Nine Mile Rd. @ Wildwood Ave. (South side)	1	LSUM	$12,500.00	0.00	$0.00	1.00	$12,500.00
29	Nine Mile Crossings Water Main Connection "K" Nine Mile Rd. @ Marlow Ave.(north side)	1	LSUM	$7,500.00	0.00	$0.00	1.00	$7,500.00
30	Nine Mile Crossings Water Main Connection "L" Nine Mile Rd. @ Marlow Ave.(South side)	1	LSUM	$10,000.00	0.00	$0.00	1.00	$10,000.00
31	Nine Mile Crossings Water Main Connection "M" Nine Mile Rd. @ Church Ave.(north side)	1	LSUM	$7,500.00	0.00	$0.00	1.00	$7,500.00
32	Nine Mile Crossings Water Main Connection "N" Nine Mile Rd. @ Church Ave. (South side)	1	LSUM	$16,500.00	0.00	$0.00	1.00	$16,500.00
33	Lincoln @ Coolidge Hydrant Tee Removal	1	LSUM	$12,000.00	1.00	$12,000.00	1.00	$12,000.00
34	Install Fire Hydrant EJIW 5BR-250	5	EACH	$7,500.00	0.00	$0.00	5.00	$37,500.00
35	Install Stainles Steel 8" taping Sleeve, Valve & Well	3	EACH	$15,000.00	0.00	$0.00	3.00	$45,000.00
36	Install 8" Gate Valve and Well	6	EACH	$6,500.00	0.00	$0.00	6.00	$39,000.00

37	Remove & Replace Short Side Service Curb Box 3/4" to 2"	29	EACH	$800.00	0.00	$0.00	26.00	$20,800.00
38	Service Transfers	53	EACH	$850.00	0.00	$0.00	51.00	$43,350.00
39	3/4" to 2" Diameter Type K Copper	275	LFT	$50.00	0.00	$0.00	69.67	$3,483.50
40	Remove Existing Fire Hydrant	4	EACH	$750.00	0.00	$0.00	4.00	$3,000.00
41	Remove Existing Gate Valve and Well	7	EACH	$1,000.00	0.00	$0.00	7.00	$7,000.00
42	Drainage Structure Adjust	4	EACH	$1,000.00	0.00	$0.00	0.00	$0.00
43	Crossing Existing Water Mains, Sewers, and sewer leads	10	EACH	$500.00	0.00	$0.00	4.00	$2,000.00
44	Cast in Place Detectable, Tactile warning Surfaces	300	SFT	$20.00	0.00	$0.00	240.00	$4,800.00
45	Abandon Existing Water Main, Sussex Ave. Water main	1	LSUM	$15,000.00	0.00	$0.00	0.00	$0.00
46	Abandon Existing Avon Water Main (crossing)	1	LSUM	$3,000.00	0.00	$0.00	0.00	$0.00
47	Abandon Existing Radclift Water Main (crossing)	1	LSUM	$3,000.00	0.00	$0.00	0.00	$0.00
48	Abandon Existing Wildwood Water Main (crossing)	1	LSUM	$3,000.00	0.00	$0.00	0.00	$0.00
49	Abandon Existing Marlow Water Main (crossing)	1	LSUM	$3,000.00	0.00	$0.00	0.00	$0.00
50	Abandon Existing Church Water Main (crossing)	1	LSUM	$3,000.00	0.00	$0.00	0.00	$0.00
51	Maintenance Gravel, Modified SP	1,000	TON	$30.00	0.00	$0.00	0.00	$0.00
52	Salvage Sign, Modified SP	20	EACH	$100.00	0.00	$0.00	9.00	$900.00
53	Unidentified Irrigation System Repairs - Sprinkler Lines	250	LFT	$12.00	58.00	$696.00	343.00	$4,116.00
54	Unidentified Irrigation System Repairs - Sprinkler Heads	50	EACH	$80.00	9.00	$720.00	40.00	$3,200.00
55	Remove/ Replace Catch Basin - Church @ Sussex	0	LSUM	$3,250.00	0.00	$0.00	1.00	$3,250.00
56	Marlow excavation to check for leak 7/16/25	0	LSUM	$12,342.38	0.00	$0.00	1.00	$12,342.38
					TOTALS:	**$21,680.50**		**$1,053,836.75**

Original Contract Amount:	$1,149,431.00	Earnings This Period:	$21,680.50
Change Order #1:	$17,530.20	Total Earnings to Date:	$1,053,836.75

Change Order #2:	$12,342.38	Less Retainage:	$10,000.00
Proposed Change Order #3:	($125,466.83)	Net Earned:	$1,043,836.75
Propsed New Contract Amount:	$1,053,836.75	Deductions:	$0.00
		Balance:	$1,043,836.75
		Payments to Date:	$973,191.07
		Amount Due:	**$70,645.68**

Accepted By: ______________________ Date: ______________________

Eminent Excavating Local LLC

Accepted By: ______________________ Date: ______________________

Kim Marrone, Director of Municipal Services
City of Oak Park, Michigan

CHANGE ORDER

PROJECT:	2025 Water Main Replacement Project	***JOB NUMBER:***	M-769
OWNER:	City of Oak Park, Michigan	***CHANGE ORDER NO.:***	3
CONTRACTOR:	Eminent Excavating Local LLC 22161 Outer Dr. Dearborn, MI 48124		

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.

This change order reflects work completed or anticipated. Documentation supporting these changes is on file with the City Engineer.

THE FOLLOWING ITEMS AND OR CONTRACT UNITS PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Increased Amount
6	Aggregate Base under Concrete (6" 21AA Crush Limestone)	500	SYD	$17.00	17.91	517.91	$304.47
12	Conc. Pavt. W/Integral curb & gutter, Non-Reinf 7", Modified sp	103.83	SYD	$75.00	57.00	160.83	$4,275.00
13	Conc. Pavt. W/Integral curb & gutter, Non-Reinf 10", Modified sp	495.61	SYD	$95.00	43.92	539.53	$4,172.40
17	Class A Sodding, Modified SP	3,000	SYD	$15.00	438.73	3,438.73	$6,580.95
53	Unidentified Irrigation System Repairs- Sprinkler Lines	250	LFT	$12.00	93.00	343.00	$1,116.00
						Total:	**$16,448.82**

THE FOLLOWING ITEMS AND OR CONTRACT UNITS PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	Decreased Amount
3	Pavement removal, Modified SP	2,314	SYD	$9.00	-232.09	2,081.91	-$2,088.81
7	Gate Well, 1040C Frame and Cover	9	EACH	$750.00	-1.00	8.00	-$750.00
8	Sanitary Manhole, 1040A Frame and Cover	4	EACH	$850.00	-4.00	0.00	-$3,400.00
9	Catch Basin 5080M3 6 hole Frame And Cover	4	EACH	$950.00	-4.00	0.00	-$3,800.00
10	Underdrain Subgrade, Open Graded 6", Modified SP	200	LFT	$20.00	-117.67	82.33	-$2,353.40
11	Conc. Pavt. 24" Curb and Gutter Section, Non-Reinf 7", Modified SP	200	LFT	$32.00	-69.60	130.40	-$2,227.20
14	Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk	10,400	SFT	$6.00	-2,093.38	8,306.62	-$12,560.28
15	Sidewalk Conc. NonReinf. Modified SP 6" Conc. Sidewalk	6,270	SFT	$7.00	-1,706.36	4,563.64	-$11,944.52
16	Sidewalk Curb Wall	300	LFT	$30.00	-101.00	199.00	-$3,030.00
18	Water Main D.I CL 54 8" Trench Det B Modified SP	2,400	LFT	$157.00	-97.42	2,302.58	-$15,294.94
37	Remove & Replace Short Side Service Curb Box 3/4" to 2"	29	EACH	$800.00	-3.00	26.00	-$2,400.00
38	Service Transfers	53	EACH	$850.00	-2.00	51.00	-$1,700.00
39	3/4" to 2" Diameter Type K Copper	275	LFT	$50.00	-205.33	69.67	-$10,266.50
42	Drainage Structure Adjust	4	EACH	$1,000.00	-4.00	0.00	-$4,000.00

43	Crossing Existing Water Mains, Sewers, Sewer Leads	10	EACH	$500.00	-6.00	4.00	-$3,000.00
44	Cast in place Detectable, Tactile Warning Surfaces	300	SFT	$20.00	-60.00	240.00	-$1,200.00
45	Abandon Existing Water Main, Sussex Ave Water Main	1	LSUM	$15,000.00	-1.00	0.00	-$15,000.00
46	Abandon Existing Water Main, Avon ave Water Main (crossing)	1	LSUM	$3,000.00	-1.00	0.00	-$3,000.00
47	Abandon Existing Water Main, Radclift ave Water Main (crossing)	1	LSUM	$3,000.00	-1.00	0.00	-$3,000.00
48	Abandon Existing Water Main, Wildwood ave Water Main (crossing)	1	LSUM	$3,000.00	-1.00	0.00	-$3,000.00
49	Abandon Existing Water Main, Marlow ave Water Main (crossing)	1	LSUM	$3,000.00	-1.00	0.00	-$3,000.00
50	Abandon Existing Water Main, Church ave Water Main (crossing)	1	LSUM	$3,000.00	-1.00	0.00	-$3,000.00
51	Maintenance Gravel, Modified SP	1,000	TON	$30.00	-1,000.00	0.00	-$30,000.00
45	Salvage Sign, Modified SP	20	EACH	$100.00	-11.00	9.00	-$1,100.00
46	Unidentified Irrigation System Repairs- Sprinkler Heads	50	EACH	$80.00	-10.00	40.00	-$800.00
						Total:	**($141,915.65)**

SUMMARY

Total Increase	$16,448.82
Total Decrease	($141,915.65)
Total Amount for Change Order No. 3:	($125,466.83)

Eminent Excavating Local LLC Date

Original Contract Amount:	$1,149,431.00
Change Order No.1:	$17,530.20
Change Order No.2:	$12,342.38
Proposed Change Order #3:	($125,466.83)
	$1,053,836.75

Kim Marrone, Director of Municipal Services Date

As reviewed and recommended for approval by City Council

CITY OF OAK PARK, MI
STAFF REPORT

5.F

AGENDA FOR: October 9, 2025

SUBJECT: 2026-2028 Oakland County Animal Shelter Interlocal Agreement for Services.

DEPARTMENT: Municipal Services

FROM: Daniel Fairless, Deputy Director of Municipal Services

SUMMARY: This is a two-year interlocal agreement between the City of Oak Park and Oakland County Animal Shelter for animal boarding and treatment as needed.

FINANCIAL STATEMENT: Funding for this service is budgeted in the Contractual Services, Animal Control Account (101-16.371-818.015).

RECOMMENDED ACTION: It is recommended that the 2026-2028 interlocal Agreement between the City of Oak Park and Oakland County Animal Shelter be approved upon review of the City Attorney. It is further recommended to allow the contract to be executed by Mayor McClellan and City Clerk Norris.

EXHIBITS:

1. 2026_2028 City of Oak Park Contract

ANIMAL SHELTER

SERVICES AND DISPOSAL

INTERLOCAL AGREEMENT

This COUNTY OF OAKLAND AGREEMENT TO PROVIDE ANIMAL CARE SERVICES FOR THE CITY OF OAK PARK, (hereafter "AGREEMENT") is made and entered into by and between Oakland County, a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341, hereinafter referred to as "COUNTY," and the CITY OF OAK PARK whose principal address is 14000 Oak Park Blvd, Oak Park, Michigan 48237, hereinafter referred to as "MUNICIPALITY." In this Agreement the COUNTY and the MUNICIPALITY may also be referred to individually as "PARTY" or jointly as "PARTIES."

PURPOSE OF AGREEMENT Pursuant to the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501 et seq., the COUNTY and the MUNICIPALITY enter into this Agreement for the purpose of providing the MUNICIPALITY with assistance in the enforcement of the animal laws and regulations of the State of Michigan.

In consideration of the mutual promises, obligations, representations, and assurances in this Agreement, the Parties agree to the following:

§1. DEFINITIONS The following words and expressions used throughout this Agreement, whether used in singular or plural, within or without quotation marks, or possessive or nonposessive, shall be defined, read, and interpreted as follows.

1.1. **Agreement** means the terms and conditions of this Agreement, any Exhibits attached hereto, and any other mutually agreed to written and executed modification, amendment, addendum, or change order.

1.2. **Claim** means any alleged loss, claim, complaint, demand for relief or damages, cause of action, proceeding, judgement, deficiency, liability, penalty, fine, litigation, costs, and/or expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses and amounts paid in settlement, which are imposed on, incurred by, or asserted against the County, its employees or agents, whether such claim is brought in law or equity, tort, contract, or otherwise.

1.3. **County** means Oakland County, a Municipal and Constitutional Corporation including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such person's successors.

1.4. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.

1.5. **Animal Shelter and Pet Adoption Center** means a facility owned and operated by the COUNTY to care for impounded animals.

1.6. **Impounded Small Animals** means all dogs, cats, wildlife (excluding live, healthy skunks), rodents and all other animals commonly kept as domestic pets which are impounded and confined at the

Animal Shelter and Pet Adoption Center by: (1) agents of MUNICIPALITIES carrying out rabies program (1'. A. 146, 1919) and animal control programs and/or (2) action of residents of MUNCIPALITIES under contract.

1.7. **Owned Animals** and **Give Up Animals** means any animal from any area released directly to the COUNTY by the owners or any person(s) having proper custody thereof.

1.8. **Bite Case** means any stray or owned animal from the contracted service area requiring quarantine or observation by order of the Oakland County Department of Health or their authorized representative.

1.9. **Required Holding Period** shall be in accordance with the provisions of P. A. 224, 1969, and any subsequent amendments thereto, and P. A. 287, 1969.

1.10. **License Fees** means those charges to the owner of a dog which are claimed at the Animal Shelter an Pet Adoption in accordance with contracted MUNICIPALTIES' policies, practices, and procedures.

1.11. **Impounding Fees** means pick-up fee charges, determined by the contracted MUNICIPALITY'S ruling agent, rendered to an owner upon his application to reclaim an animal which, by action of a MUNICIPALITY, has been impounded.

1.12. **Euthanasia** means the humane destruction of animals.

1.13. **Rabies** means an infectious disease of certain animals, especially dogs, communicated to man by direct inoculation, as by bite or an infected animal.

1.14. **Rabies Specimen** means brain tissue taken from an animal suspected of being rabid.

1.15. **Transported** means the delivery by the COUNTY of a rabies specimen to the Michigan State Laboratory in Lansing.

1.16. **Community Cat** is a term used to describe outdoor unowned free-roaming cats. These cats could be friendly, feral, adults, kittens, healthy, sick, altered and/or unaltered. They may or may not have a caregiver but do not have an owner.

§2. COUNTY RESPONSIBILITIES' Subject to the terms and conditions contained in this Agreement, and applicable changes in law, the COUNTY shall carry out the following:

2.1. The COUNTY shall comply with the animal regulation laws of the State of Michigan, those being P.A. 339, 1919 as amended.

2.2. The COUNTY shall Provide proper food, water, shelter, and humane care for all stray and give- up animals impounded by the MUNCIPALITY and such animals that are brought to the COUNTY'S Animal Care Center by residents of the MUNICIPALITY until they are placed or otherwise humanely disposed in accordance with applicable laws, consistent with the provisions of this Agreement.

2.3. The COUNTY shall provide proper food, water, shelter, and humane care for any small animal, which is suspected of infection with rabies, quarantined by MUNICIPALITY for such a period of time as may be required by applicable law.

2.4. The COUNTY shall make every effort to maintain office hours at the COUNTY'S Animal Shelter and Pet Adoption Center suitable for the purpose of transacting business in connection with the duties under this Agreement and for the purpose of receiving animals and for accepting applications for the redemption of impounded animals.

2.5. The COUNTY shall make every effort to notify owners of identifiable impounded animals, by telephone or mail consistent with the COUNTY'S procedures.

2.6. Upon completion of the required holding period, impounded animals become the property of the COUNTY and may be disposed of according to law.

2.7. Prior to release by the COUNTY to residents of the MUNICIPALITY, the COUNTY shall vaccinate all dogs of required vaccination age against rabies within the legally required time. No dog shall be released to a resident until a dog license has been obtained.

2.8. The COUNTY shall provide for the sale of dog licenses consistent with the policies, practices, and procedures of the City Clerk/Township Treasurer, consistent with the provisions of this agreement. If the local dog license is not provided to the County for sale, an Oakland County dog license will be sold.

2.9. The COUNTY shall provide for the collection of impoundment fees. All impoundment fees and license fees shall be paid over by the COUNTY to the MUNICIPALITY within a time period not to exceed one (1) month.

2.10. The COUNTY shall retain all vaccination and veterinarian fees and proceeds from adoption of animals.

2.11. The COUNTY shall keep proper financial records and account to the MUNICIPALITY monthly for all fees collected on its behalf. The COUNTY will permit the MUNICIPALITY at all reasonable times to inspect COUNTY records maintained pursuant to this agreement.

2.12. The COUNTY shall accept and dispose of all small dead animals picked up in the MUNICIPALITY by an Animal Control agent or resident and turned over to the COUNTY consistent with this Agreement.

§3. MUNICIPALITY RESPONSIBILITIES

3.1. The MUNICIPALITY shall supply to the COUNTY all necessary dog licenses certificates, dog license tags, receipt forms, etc; to enable the COUNTY to carry out its licensing duties under this agreement.

3.2. The MUNICIPALITY shall furnish the COUNTY with its applicable laws and regulations dealing with dogs and other small animals effective as of the date of this agreement.

3.3. The MUNICIPALITY shall be responsible for any community cat program(s) sponsored by the MUNICIPALITY within their jurisdiction.

3.4. The MUNICIPALITY must ensure that any sick or injured animal brought to the COUNTY is first evaluated and treated by a licensed veterinary facility. Upon arrival at the shelter, the MUNICIPALITY shall provide written confirmation from the treating clinic that the animal is medically stable and suitable for shelter housing. The COUNTY reserves the right, in its sole discretion, to determine whether the animal's medical needs exceed the shelter's capabilities. If so, the COUNTY may refuse to accept the animal.

3.5. The MUNICIPALITY shall by business days end retrieve any animal boarded at the shelter on its behalf that requires medical attention and transport it to a licensed veterinary facility upon notification from the COUNTY.

3.6. The MUNICIPALITY shall reimburse the COUNTY in full for the cost of any medical treatment or emergency aid administered by COUNTY personnel to a MUNICIPALITY animal. Reimbursable costs include, but are not limited to, veterinarian and staff salaries and benefits, medical supplies, equipment use, and any applicable facility costs. The COUNTY shall provide the MUNICIPALITY with an itemized invoice, and payment shall be due within thirty (30) days of receipt.

3.7. The MUNICIPALITY must confirm whether each animal is a Give Up Animal prior to transport. When the shelter is at capacity, the COUNTY will suspend intake of Give Up Animals from the MUNICIPALITY. If it is later determined, through microchip or other reliable means, that the animal delivered by the MUNICIPALITY is a Give Up Animal and not eligible for intake under the shelter's current capacity status, the MUNICIPALITY agrees to retrieve the animal by end of business day and return it to the last known legal owner, unless otherwise prohibited by law.

§4. FINANCIAL RESPONSIBILITIES The MUNICIPALITY agrees to pay the following fees to the COUNTY for its services under this agreement:

4.1. A boarding fee per day for each animal impounded by action of the MUNICIPALITY and housed or accepted by the County will be:

2026	$ 28.50
2027	$ 30.00
2028	$ 31.50

4.2. Such fees shall be limited to the required holding period as set forth by the MUNCIPALITY, fees For the destruction and disposal of each animal held the required holding period will be:

2026	$ 10.50
2027	$ 11.00
2028	$ 11.50

Such fees shall be payable monthly by the MUNCIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.3. Fees for each dead animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2026	$ 25.00
2027	$ 26.25
2028	$ 27.50

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.4. Fees for each live small give-up animal turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2026	$115.50
2027	$121.00

2028	$127.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.5. Fees for each live rabies specimen turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2026	$115.50
2027	$121.00
2028	$127.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.6. Fees for each dead rabies specimen turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2026	$115.50
2027	$121.00
2028	$127.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.7. Fees for transport of rabies specimens turned in from an Animal Control agent or resident from the MUNICIPALITY will be:

2026	$115.50
2027	$121.00
2028	$127.00

Such fees shall be payable monthly by the MUNICIPALITY upon receipt of an invoice from the COUNTY covering the previous month's operations.

4.8. MUNICIPALITY agrees that the fees as set forth above are subject to adjustment during the term of this Agreement, Such adjustment will be in direct relationship to any general county salary increase by the Oakland County Board of Commissioners. In no instance shall the fee be greater than the percentage salary increase. Provided, that if the COUNTY shall decide to increase said fees, it shall give thirty (30) days prior notice to the MUNCIPALITY, and the MUNCIPALITY shall have the right to terminate this agreement forthwith by giving written notice of such termination to the Oakland County Executive within said thirty (30) day period.

§5. DURATION OF INTERLOCAL AGREEMENT

5.1. It is mutually agreed that the term of this agreement shall be effective October 1, 2026 and expiring September 30, 2028 inclusive. The agreement and any amendments hereto shall be effective when executed by both Parties with concurrent resolutions passed by the governing bodies of each Party, and when the agreement is filed according to MCL 124.510. The approval and terms of this agreement and any amendments hereto shall be entered in the official minutes of the governing bodies of each Party. Upon the completion of the term of this agreement, the provisions of the agreement shall thereafter be subject to review and renewal by written agreement of the parties hereto for a like term.

§6. ASSURANCES

6.1. Each Party shall be responsible for its own acts and the acts of its employees, and agents, the costs associated with those acts, and the defense of those acts.

6.2. The COUNTY shall not be liable for any consequential, incidental, indirect, or special damages in connection with this agreement.

6.3. The Parties agree that the COUNTY's Animal Care Center, land and building, shall be owned exclusively by the COUNTY and that the MUNICIPALITY shall have no proprietary interest whatsoever in said care center. It is also understood that the payments made by the MUNCIPALITY to the COUNTY pursuant to this agreement are made solely in consideration of the services to be performed under this agreement.

§7. TERMINATION OR CANCELLATION OF AGREEMENT

7.1. Either Party may terminate or cancel this agreement for any reason upon thirty (30) days written notice. The effective date for termination or cancellation shall be clearly stated in the notice. In the event of any termination or cancellation, any funds advanced to the COUNTY shall be payable in service only. Notices given under this agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class

7.2. The parties shall not be obligated to pay a cancellation or termination fee, if this agreement is terminated as provided herein.

§8. SUSPENSION OF SERVICES. Upon notice to MUNICIPLALITY, the COUNTY may immediately suspend this agreement, if the MUNICIPALITY has failed to reasonably comply, within the COUNTY'S discretion, with federal, state, or local law, or any requirements contained in this agreement. The right to suspend services is in addition to the right to terminate or cancel this agreement. The COUNTY shall not incur penalty, expense or liability if services are suspended under this Section.

§9. RIGHT TO SET OFF. Should the MUNICIPALITY fail, for any reason, to timely pay the County the amounts required under this Agreement, the MUNICIPALITY agrees that upon notice from the Oakland County Treasurer to the Treasurer of the State of Michigan (or any other State of Michigan official authorized to disburse funds to the MUNICIPALITY), the State of Michigan is authorized to withhold any funds due the MUNICIPALITY from the State, and assign those funds to partially or completely offset any deficiency by the MUNICIPALITY to the County. Such funds shall be paid directly to the County. Further, the MUNICIPALITY waives any claims against the State or County, or their respective officials, for any such amounts paid to the County.

Should the MUNICIPALITY fail for any reason to timely pay the County the amounts required under this Agreement, the County Treasurer shall be entitled to set-off and retain any amounts due the MUNICIPALITY from Delinquent Tax Revolving Fund ("DTRF") or any other source of funds due the MUNICIPALITY in the possession of the County, to partially or completely offset any deficiency by the MUNICIPALITY, unless expressly prohibited by law. Such a transfer shall be considered an assignment by the MUNICIPALITY to the COUNTY. Further, the MUNICIPALITY waives any claims against the County, or its officials, for any such amounts paid to the County.

Neither of these provisions shall operate to limit in any way the County's right to pursue any other legal remedies against the MUNICIPALITY for the reimbursement of amounts due the County under this Agreement. The remedies in this paragraph are available to the County on an ongoing and successive basis, as the MUNICIPALITY becomes delinquent in its payments.

§10. NO THIRD PARTY BENEFICIARIES. Except as provided for the benefit of the Parties, this agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right, in favor of any other person or entity.

§11. COMPLIANCE WITH LAWS. Each Party shall comply with all federal, state, and local statutes, ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement, including, but not limited to, the policies, procedures, rules and regulations attached as Exhibits to this agreement, and properly promulgated amendments to those Exhibits.

§12. PERMITS AND LICENSES. Each Party shall be responsible for obtaining and maintaining, throughout the term of this agreement, all licenses, permits, certificates, and governmental authorizations necessary to perform all its obligations under this agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting Party.

§13. RESERVATION OF RIGHTS. This agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

§14. FORCE MAJEURE. Each Party shall be excused from any obligations under this agreement during the time and to the extent that a Party is prevented from performing due to causes beyond such Party's control, including, but not limited to, an act of God, war, acts of government (other than the Parties'), fire, strike, labor disputes, civil disturbances, reduction of power source, or any other circumstances beyond the reasonable control of the affected Party. Reasonable notice shall be given to the affected Party of any such event.

§15. IN-KIND SERVICES. This agreement does not authorize any in-kind services, unless previously agreed to by the Parties and specifically listed herein.

§16. DELEGATION/SUBCONTRACT/ASSIGNMENT. A Party shall not delegate, subcontract, and/or assign any obligations or rights under this agreement without the prior written consent of the other Party. A delegation, subcontract and/or assignment made without the prior written consent of the other Party is void.

§17. NO IMPLIED WAIVER. Absent a written waiver, no act, 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 effect its right to require strict performance of this agreement.

§18. SEVERABILITY. If a court of competent jurisdiction finds a term, or condition, of this agreement to be illegal or invalid, then the term, or condition, shall be deemed severed from this agreement. All other terms, conditions, and provisions of this agreement shall remain in full force.

§19. CAPTIONS. The section and subsection numbers, captions, and any index to such sections and subsections contained in this agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this agreement. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

§20. GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE. This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

§21. AGREEMENT MODIFICATIONS OR AMENDMENTS. Any modifications, amendments, recessions, waivers, or releases to this agreement must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by the same persons who signed the agreement or other persons as authorized by the Parties' governing body.

§22. ENTIRE AGREEMENT. This agreement represents the entire agreement and understanding between the Parties. This agreement supercedes all other oral or written agreements between the Parties. The language of this agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

IN WITNESS WHEREOF, Marian McClellan, Mayor, City of Oak Park, hereby acknowledges that he/she has been authorized by a resolution of the City of Oak Park, a certified copy of which is attached, to execute this Agreement on behalf of the Municipality and hereby accepts and binds the Municipality to the terms and conditions of this Agreement.

EXECUTED: ______________________________ DATE:______________

Marian McClellan, Mayor
City of Oak Park

WITNESSED:______________________________ DATE:______________

Ed Norris, Clerk
City Of Oak Park

IN WITNESS WHEREOF, Dave Woodward, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners, a certified copy of which is attached, to execute this Agreement on behalf of the Oakland County, and hereby accepts and binds the Oakland County to the terms and conditions of this Agreement.

EXECUTED: ______________________________ DATE: ______________
Dave Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED:______________________________ DATE:_______________
Lisa Brown, Clerk/Register of Deeds
County of Oakland

CITY OF OAK PARK, MI
STAFF REPORT

5.G

AGENDA FOR: October 9, 2025

SUBJECT: Approval of Pay Application No. 4 and Change Order No. 1 to A&G Construction and Remodeling of Detroit, MI for the 2025 Northfield Reconstruction Project, M-770 in the amount of $87,898.66 and ($57,116.96) respectively.

DEPARTMENT: Municipal Services

FROM: Daniel Fairless, Deputy Director of Municipal Services

SUMMARY: Attached is proposed Pay Application No. 4 and Change Order No. 1 for the 2025 Northfield Reconstruction Project, M-770 by A&G Construction and Remodeling of Detroit, MI. With this project now 100% complete, the Change Order is to balance the final pay items for the actual work completed. There is a deduction on this project ($3,144.43) for the cost of a city crew to repair a water main break that occurred during the restoration. This project included new storm sewers and concrete roadway on Northfield, between Seneca and Rosewood.

FINANCIAL STATEMENT:

Original Contract Amount:	$979,679.75
Change Order No.1	($57,116.96)
New Contract Amount	**$922,562.79**
Total Earnings To Date:	$922,562.79
Less Retainage:	$10,000.00
Net Earned:	$912,562.79
Deductions:	$3,144.43
Balance:	$909,418.36
Payments To Date:	$821,519.70
Amount Due to A&G Construction:	**$87,898.66**

RECOMMENDED ACTION: It is recommended that Pay Application No. 4 and Change Order No. 1 for the 2025 Northfield Reconstruction Project, M-770, to A&G Construction and Remodeling of Detroit, MI be approved for the amount of $87,898.66 and ($57,116.96) respectively. Funding is available in the Local Streets Fund (203-18.479-970) for this expenditure.

EXHIBITS:

1. Pay App No. 4 - C.O. No. 1
2. Project Map

PAYMENT APPLICATION

PROJECT: 2025 NORTHFIELD RECONSTRUCTION PROJECT | **JOB NUMBER:** M-770

OWNER: CITY OF OAK PARK, MICHIGAN | **APPLICATION NO.:** 4

CONTRACTOR: A&G CONSTRUCTION AND REMODELING | **PERIOD ENDING:** 9/23/2025
1938 CAMPBELL STREET
DETROIT, MI 48209

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Mobilization, Max 5%	1	LSUM	$25,000.00	0.00	$0.00	1.00	$25,000.00
2	Minor Traffic Device, Modified SP	1	LSUM	$6,405.00	0.00	$0.00	1.00	$6,405.00
3	Project Cleanup	1	LSUM	$2,500.00	1.00	$2,500.00	1.00	$2,500.00
4	Pavement Removal, Modified SP	7,228	SYD	$8.00	0.00	$0.00	7,173.70	$57,389.60
5	Earth Excavation	100	CYD	$25.00	0.00	$0.00	0.00	$0.00
6	Subgrade Undercut	460	CYD	$55.00	0.00	$0.00	248.04	$13,642.20
7	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	6,485	SYD	$10.00	0.00	$0.00	6,517.71	$65,177.10
8	Underdrain Subgrade, Open Graded 6"	3,454	LFT	$14.00	0.00	$0.00	3,282.90	$45,960.60
9	Maintenance Gravel, Modified SP	1,000	TON	$28.00	0.00	$0.00	146.35	$4,097.80
10	Conc. Pavement, With Integral Curb Non-Reinf. 7 inch., Modified SP	6,485	SYD	$65.00	28.61	$1,859.65	6,524.00	$424,060.00
11	Conc. Pavement, 24" Curb and Gutter Section Non-Reinf. 7 inch., Modified SP	10	LFT	$28.00	0.00	$0.00	0.00	$0.00
12	Sidewalk Conc.- NonReinf. Modified SP 4" Concrete sidewalk	2,046	SFT	$5.75	1,458.88	$8,388.56	1,509.54	$8,679.86
13	Sidewalk Conc.- NonReinf. Modified SP 6" Conc. Sidewalk/DR. Approach	4,643	SFT	$6.75	588.64	$3,973.32	5,594.35	$37,761.86
14	Cast in Place Detectable, Tactile Warning Surfaces 5X2	360	SFT	$15.00	390.00	$5,850.00	390.00	$5,850.00
15	Sidewalk Curb Wall	500	LFT	$28.50	440.50	$12,554.25	440.50	$12,554.25
16	Station Grading, Modified SP	16.10	STA	$2,200.00	0.00	$0.00	16.10	$35,420.00
17	Class A Sodding, Modified SP	2,530	SYD	$12.00	1,362.36	$16,348.32	1,362.36	$16,348.32
18	Drainage Structure Removal	16	EA	$750.00	0.00	$0.00	16.00	$12,000.00
19	24" Drainage Structure Inlet	6	EA	$2,500.00	0.00	$0.00	8.00	$20,000.00
20	48" Drainage Structure	10	EA	$3,500.00	0.00	$0.00	8.00	$28,000.00
21	Drainage Structure Adjust	8	EA	$700.00	0.00	$0.00	10.00	$7,000.00
22	Sewer Trap, 12" and Under	10	EA	$850.00	0.00	$0.00	8.00	$6,800.00
23	Sewer Pipe Remove, 12" and Under	440	LFT	$25.00	0.00	$0.00	485.83	$12,145.75
24	Sewer 12" Reinf-Concrete Pipe	440	LFT	$115.00	0.00	$0.00	470.83	$54,145.45
25	Sanitary Manhole 1040A frame and cover	9	EA	$800.00	0.00	$0.00	8.00	$6,400.00
26	Catch Basin 5080M3 6 hole frame & cover	15	EA	$800.00	0.00	$0.00	16.00	$12,800.00
27	Crossing Existing Watermains, Sewer, and Sewer Leads	5	EA	$1.00	0.00	$0.00	0.00	$0.00
28	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	26	EA	$80.00	0.00	$0.00	23.00	$1,840.00
29	Salvage Sign, Modified SP	16	EA	$195.00	3.00	$585.00	3.00	$585.00
30	Unidentified Irrigation System Repiars - Spinkler lines	500	LFT	$8.00	0.00	$0.00	0.00	$0.00
31	Unidentified Irrigation System Repairs - Sprinkler Heads	50	EA	$50.00	0.00	$0.00	0.00	$0.00

Period Total Amount: **$52,059.10** **Amount to Date:** **$922,562.79**

Earnings This Period: $52,059.10

Original Contract Amount:	**$979,679.75**		
Proposed Change Order #1:	**-$57,116.96**	Total Earnings to Date:	$922,562.79
New chage order	**$922,562.79**		
		Less Retainage:	$10,000.00
		Net Earned:	$912,562.79
		Deductions:	$3,144.43
		Balance:	$909,418.36
		Payments to Date:	$821,519.70
		AMOUNT DUE A&G CONSTRUCTION AND REMODELING:	**$87,898.66**

Accepted By: MILTON GARCIA
MILTON GARCIA (Sep 29, 2025 12:27:19 EDT)
Date: 9/29/25

A&G Construction and Remodeling

Approved By: kimberly marrone
Date: 9/29/25

Kimberly Marrone, Director of Municipal Services
City of Oak Park, Michigan

CHANGE ORDER

PROJECT:	**2025 NORTHFIELD RECONSTRUCTION PROJECT**	***JOB NUMBER:***	**M-770**
OWNER:	**City of Oak Park, Michigan**	***CHANGE ORDER NO.:***	**1**
CONTRACTOR:	**A&G Construction and Remodeling** **1938 Campbell Street** **Detroit, MI 48209**	**PERIOD ENDING:**	**9/23/2025**

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.

This change order reflects work completed or anticipated. Documentation supporting these changes is on file with the City Engineer.

THE FOLLOWING ITEMS AND OR CONTRACT UNITS PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Increased Amount
7	Aggregate Base under Concrete (6" 21AA Crush Limestone)	6,485	SYD	$10.00	32.71	6,517.71	$327.10
10	Conc. Pavt. W/Integral curb & gutter, Non-Reinf 7", Modified sp	6,485.00	SYD	$65.00	39.00	6,524.00	$2,535.00
13	Sidewalk Conc.- NonReinf, Modified SP 6" Conc. Sidewalk/ Dr. Approach	4,643.00	SFT	$6.75	951.35	5,594.35	$6,421.61
14	Cast in place Detectable, Tactile Warning Surfaces 5X2	360	SFT	$15.00	30.00	390.00	$450.00
19	24" Drainage Structure Inlet	6	EA	$2,500.00	2.00	8.00	$5,000.00
21	Drainage structure adjust	8	EA	$700.00	2.00	10	$1,400.00
23	sewer pipe remove, 12" and under	440	LFT	$25.00	45.83	485.83	$1,145.75
24	Sewer 12" Reinf-Concrete pipe	440	LFT	$115.00	30.83	470.83	$3,545.45
26	Catch Basin 5080M3 6 hole frame & cover	15	EA	$800.00	1	16	$800.00
						Total:	**$21,624.91**

THE FOLLOWING ITEMS AND OR CONTRACT UNITS PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	Decreased Amount
4	Pavement removal, Modified SP	7,228	SYD	$8.00	-54.30	7,173.70	-$434.40
5	Earth Excavation	100	CYD	$25.00	-100.00	0.00	-$2,500.00
6	Subgrade Undercut	460	CYD	$55.00	-211.96	248.04	-$11,657.80
8	Underdrain Subgrade, Open Graded 6"	3,454	LFT	$14.00	-171.10	3,282.90	-$2,395.40
9	Maintenance Gravel, Modified SP	1,000	TON	$28.00	-853.65	146.35	-$23,902.20
11	Conc. Pavt. 24" Curb and Gutter Section, Non-Reinf 7", Modified SP	10	LFT	$28.00	-10.00	0.00	-$280.00
12	Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk	2,046	SFT	$5.75	-536.46	1,509.54	-$3,084.65
15	Sidewalk Curb Wall	500	LFT	$28.50	-59.50	440.50	-$1,695.75
17	Class A Sodding, Modified SP	2,530	SYD	$12.00	-1,167.64	1,362.36	-$14,011.68
20	48" Drainage Structure	10	EACH	$3,500.00	-2.00	8.00	-$7,000.00
22	Sewer Trap, 12" and under	10	EACH	$850.00	-2.00	8.00	-$1,700.00
25	Sanitary Manhole 1040A frame and cover	9	EACH	$800.00	-1.00	8.00	-$800.00
27	Crossing Existing Water Mains, Sewers, Sewer Leads	5	EACH	$1.00	-5.00	0.00	-$5.00
28	Erosion Control, Inlet Protection, Fabric drop, Modified SP	26	EACH	$80.00	-3.00	23.00	-$240.00

29	Salvage Sign, Modified SP	16	EACH	$195.00	-13.00	3.00	-$2,535.00
30	Unidentified Irrigation System Repairs - Sprinkler lines	500	LFT	$8.00	-500.00	0.00	-$4,000.00
31	Unidentified Irrigation System Repairs - Sprinkler Heads	50	EACH	$50.00	-50.00	0.00	-$2,500.00
						Total:	**($78,741.88)**

SUMMARY

Total Increase	$21,624.91
Total Decrease	($78,741.88)
Total Amount for Change Order #1:	($57,116.96)
Original Contract Amount:	**$979,679.75**
Proposed Change Order #1:	($57,116.96)
New Contract ammount	$922,562.79

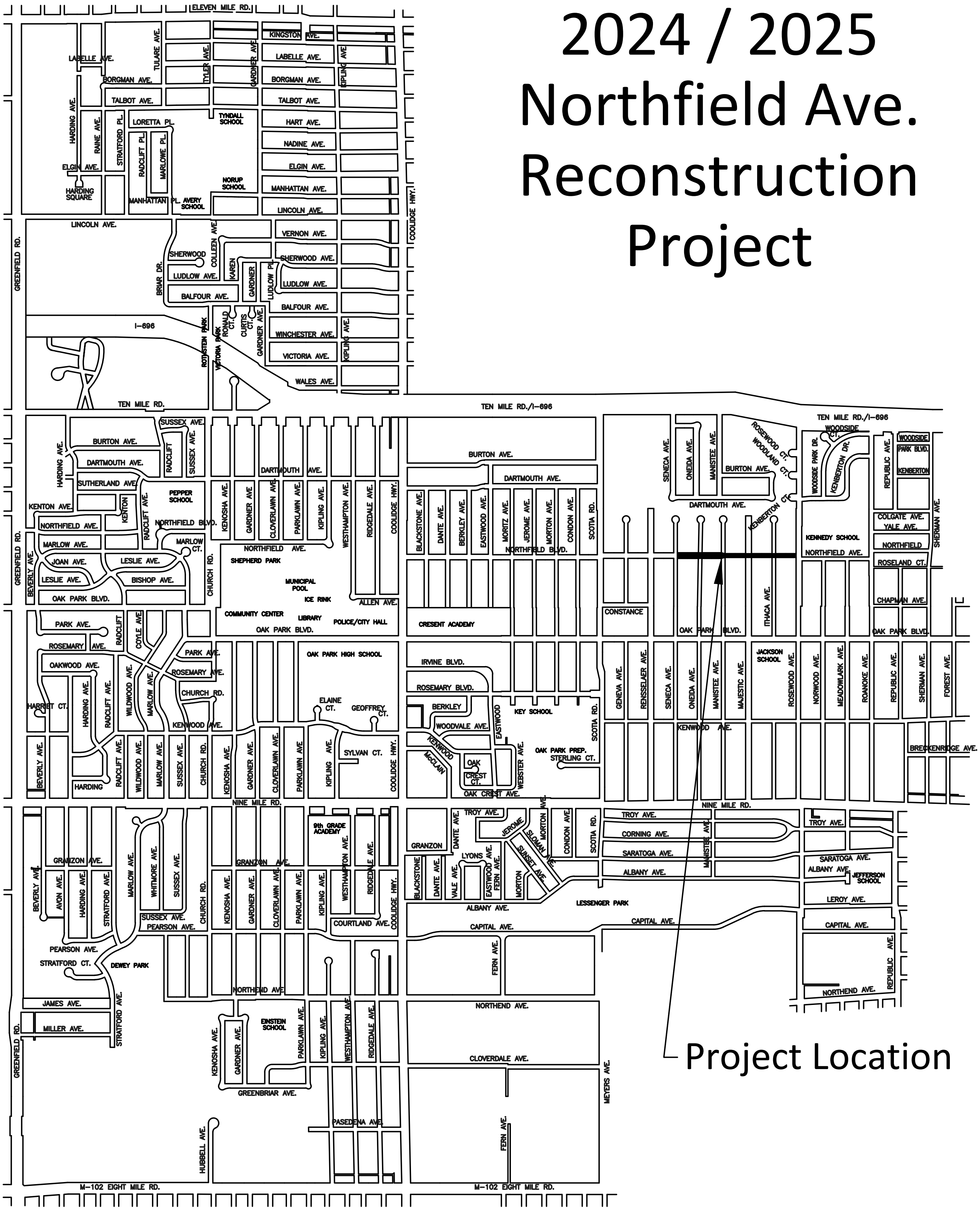
MILTON GARCIA
MILTON GARCIA (Sep 29, 2025 12:27:19 EDT)
09/26/2025
A&G Construction and Remodeling — Date

kimberly marrone
Kim Marrone, Director of Municipal Services — Date
As reviewed and recommended for approval by City Council

Manistee Water Main Break			
Monday, September 8, 2025			
Description	Cost per Unit	Hours / Amount	Total
General Foreman	$118.39	5.00	$591.95
Contractor Labor	$35.00	4.00	$140.00
Public Service Worker II	$42.33	5.25	$222.23
Public Service Worker II	$50.09	4.50	$225.42
Public Service Worker I	$35.05	5.25	$184.00
Public Service Worker I	$35.05	5.25	$184.00
Truck No. 554	$12.75	5.25	$66.94
Truck No. 540	$12.75	5.00	$63.75
Backhoe	$60.29	5.25	$316.52
John Deere Excavator	$37.73	5.25	$198.08
Vactor	$91.36	5.25	$479.64
Class II Sand - 7 Yards	$6.00	7.00	$42.00
21AA Stone - 2 Yards	$26.95	2.00	$53.90
Stainless Steel Repair Clamp - 6" x 24"	$376.00	1.00	$376.00
		GRAND TOTAL:	**$3,144.43**

City of Oak Park

2024 / 2025 Northfield Ave. Reconstruction Project



CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

RESOLUTION APPROVING SALUD ELEVEN LLC FOR SOCIAL DISTRICT PERMIT

WHEREAS, the city council adopted a resolution establishing a social district within the City of Oak Park at their June 7, 2021, meeting to allow for the regulated sale of alcohol for outdoor consumption. Per Michigan Liquor Control Commission (MLCC) regulations, each licensee must gain local approval before submitting their application to the MLCC to receive their social district permit.

WHEREAS, the city of Oak Park has received an application from Salud Eleven LLC, 14701 W. 11 Mile Rd., Oak Park, MI 48237.

WHEREAS, the licensee has signed a social district operating agreement and submitted a logo to be affixed to the social district cups.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Oak Park, Oakland County, Michigan:

1. Grants local approval to the above licensees and recommends consideration and approval by the Michigan Liquor License Commission; and

2. Authorizes the mayor and city clerk to execute the social district local government unit approval for Social District permit with Salud Eleven LLC, on behalf of the city.

YEAS:
NAYS:

RESOLUTION DECLARED ADOPTED

____
T. Edwin. Norris
City Clerk

Dated:

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll-Free: 866-813-0011 - www.michigan.gov/lcc

Business ID: ____________

Request ID: ____________

(For MLCC Use Only)

Social District Permit Application

Part 1 - Licensee Information

Individuals, please state your legal name. Corporations or Limited Liability Companies, please state your name as it appears on your Articles of Incorporation / Organization.

Licensee name: Salud Eleven LLC		
Address: 14701 W 11 mile Rd		
City: OAK PaRK	State: MI	Zip Code: 48237
Contact Name: Alex	Phone: 248-804-4300	Email: SaludElevenmi@gmail.com

Part 2 - Required Documents & Fees

[X] Local Governmental Unit Approval
Approval from the local governmental unit (city council, township board, village council) is required to be submitted with this application (See page 2 for approval form)

Leave Blank - MLCC Use Only

[ ] $70.00 Inspection Fee *(MLCC Fee Code 4036)*

[ ] $250.00 Social District Permit Fee *(MLCC Fee Code 4081)*

TOTAL DUE: ____

Make checks payable to **State of Michigan**

Part 3 - Signature of Licensee

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this permit for the sale of alcoholic liquor on the licensed premises.

I certify that the information contained in this form is true and accurate to the best of my knowledge and belief. I agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. I also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

The person signing this form has demonstrated that they have authorization to do so and have attached appropriate documentation as proof.

ALEXANDER M. BISHAI — [signature] — 09/22/2025

Print Name of Licensee & Title — Signature of Licensee — Date

Please return this completed form and fees to:
Michigan Liquor Control Commission
Mailing address: P.O. Box 30005, Lansing, MI 48909
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906
Fax with Credit Card Authorization to: 517-284-8557

Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: ____________

Request ID: ____________

(For MLCC use only)

Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

A qualified licensee that wishes to apply for a Social District Permit must first obtain approval from the governing body of the local governmental unit where the licensee is located and for which the local governmental unit has designated a social district with a commons area that is clearly marked and shared by and contiguous to the licensed premises of at least two (2) qualified licensees, pursuant to MCL 436.1551. Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a ____________ meeting of the ____________ council/board
(regular or special) *(name of city, township, or village)*

called to order by ____________ on ____________ at ____________
(date) (time)

the following resolution was offered:

Moved by ____________ and supported by ____________

that the application from ____________
(name of licensee - if a corporation or limited liability company, please state the company name)

for a **Social District Permit** is ____________ by this body for consideration for approval by the
(recommended/not recommended)

Michigan Liquor Control Commission.

If not recommended, state the reason: ____________

Vote

Yeas: ________

Nays: ________

Absent: ________

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the ____________
(name of city, township, or village)

council/board at a ____________ meeting held on ____________
(regular or special) *(date)*

I further certify that the licensed premises of the aforementioned licensee are contiguous to the commons area designated by the council/board as part of a social district pursuant to MCL 436.1551.

____________ ____________ ____________
Print Name of Clerk Signature of Clerk Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

CITY OF OAK PARK, MI
STAFF REPORT

5.I

AGENDA FOR: October 9, 2025

SUBJECT: Request to advertise for bids for the City Complex Asbestos and Universal Waste Abatement Project.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Plans and specifications are being developed for the City Complex Asbestos and Universal Waste Abatement Project. This work is in preparation for the construction of the new Community Center in 2027. Facilities included in this project are the Pool / Pool Bathhouse, Ice Arena, Concession Stand, Cable Building, and Restroom / Storage Building.

FINANCIAL STATEMENT: There is funding available in the FY 2025-26 budget for this expenditure. Funding is available in the Parks and Recreation, Community Center Project Fund (407-18.446-970)

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the City Complex Asbestos and Universal Waste Abatement Project be approved.

EXHIBITS:

None

CITY OF OAK PARK, MI
STAFF REPORT

5.J

AGENDA FOR: October 9, 2025

SUBJECT: Request to advertise for bids for the City Complex Building Demolition Project.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Plans and specifications are being developed for the City Complex Building Demolition Project. This work is in preparation for the construction of the new Community Center in 2027. Facilities included in this project are the Pool / Pool Bathhouse, Ice Arena, Concession Stand, Cable Building, and Restroom / Storage Building.

FINANCIAL STATEMENT: There is funding available in the FY 2025-26 budget for this expenditure. Funding is available in the Parks and Recreation, Community Center Project Fund (407-18.446-970)

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the City Complex Building Demolition Project be approved.

EXHIBITS:

None

CITY OF OAK PARK, MI
STAFF REPORT

5.K

AGENDA FOR: October 9, 2025

SUBJECT: Request to approve Payment Application No. 3 for the 2025 Block Pruning Project, to Limb Walkers Tree & Snow, LLC of Kenockee, MI in the amount of $11,510.00.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Payment Application No. 3 for the 2025 Block Pruning Project.

FINANCIAL STATEMENT: Attached is Payment Application No. 3 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 30% complete.

RECOMMENDED ACTION: It is recommended that Payment Application No. 3 for the 2025 Block Pruning Project, to Limb Walkers Tree & Snow, LLC of Kenockee, MI be approved in the amount of $11,510.00. Funding is available in the Major Streets (202-18.479-801) and Local Streets (203-18.479-801) funds for this expenditure.

EXHIBITS:

1. Pay Application No. 3_2025

PAYMENT APPLICATION

PROJECT: 2025 Block Pruning Project

APPLICATION NO.: 3

OWNER: City of Oak Park, MI

PERIOD ENDING: September 22, 2025

CONTRACTOR: Limb Walkers Tree and Snow
10073 Bryce Rd.
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	6.00	$300.00	16.00	$800.00
2	Crown Cleaning	Per Tree	$125.00	16.00	$2,000.00	78.00	$9,750.00
3	Tree Removals, 8" to 19" DBH	Per Tree	$300.00	0.00	$0.00	2.00	$600.00
4	Tree Removals, 20" to 27" DBH	Per Tree	$675.00	4.00	$2,700.00	9.00	$6,075.00
5	Tree Removals, 28" to 35" DBH	Per Tree	$1,250.00	0.00	$0.00	5.00	$6,250.00
6	Tree Removals, 36" to 43" DBH	Per Tree	$2,275.00	0.00	$0.00	1.00	$2,275.00
7	Tree Removals, 44" and over DBH	Per Tree	$3,255.00	2.00	$6,510.00	2.00	$6,510.00
8	Stump Removal, 8" to 19" DBH	Per Tree	$100.00	0.00	$0.00	0.00	$0.00
9	Stump Removal, 20" to 27" DBH	Per Tree	$150.00	0.00	$0.00	0.00	$0.00
10	Stump Removals, 28" to 35" DBH	Per Tree	$200.00	0.00	$0.00	0.00	$0.00
11	Stump Removal, 36" to 43" DBH	Per Tree	$310.00	0.00	$0.00	0.00	$0.00
12	Stump Removals, 44" and over DBH	Per Tree	$400.00	0.00	$0.00	0.00	$0.00
				Period Amount:	**$11,510.00**	**Total Amount:**	**$32,260.00**

Original Contract Amount:	**$90,000.00**	**Earnings This Period:**	**$11,510.00**
		Total Earnings to Date:	$32,260.00
		Deductions:	$0.00
		Payments to Date:	$20,750.00

Amount Due to Limb Walkers: $11,510.00

Howard L. Shifman
Brandon Fournier
Robert Nyovich - Of Counsel

shifman fournier

31600 Telegraph Road, Suite100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA E-MAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

September 2, 2025

Erik Tungate, City Manager
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

Re: City of Oak Park/Invoice for Retainer – October 1, 2025 thru December 31, 2025

Dear Mr. Tungate:

Enclosed please find our invoice for services per the Retainer Agreement.

Invoice No. 16800

City of Oak Park – General Labor Matters	$20,000.00
TOTAL	$20,000.00

Please make check payable to Shifman Fournier, PLC

Thank you for your attention in this matter. If you have any questions or comments, please feel free to contact me at your convenience.

Very truly yours,

SHIFMAN FOURNIER

Jessica Fanego

Jessica Fanego, Office Administrator
Jessica@shifmanfournier.com

Cc: Saundra Crawford, Finance Director

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

Invoice Submitted to:

Erik Tungate, City Manager
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

In Reference To: City of Oak Park/General Labor

Invoice No. 16800

Professional Services

9/02/2025	Services per Retainer Agreement for October 1, 2025 – December 31, 2025	$ 20,000.00
	TOTAL	$ 20,000.00
	BALANCE DUE	**$ 20,000.00**

CITY OF OAK PARK, MI
STAFF REPORT

9.B.1

AGENDA FOR: October 9, 2025

SUBJECT: Approval of Pay Application No. 2 and Change Order No. 1 for the 11 Mile Road Alleys & Parking Lot Reconfiguration Project, M-694 in the amount of $296,539.81 and $25,830.00 respectively.

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: Approval of Pay Application No. 2 and Change Order No. 1 for the 11 Mile Road Alleys & Parking Lot Reconfiguration Project, M-694 by Warren Contractors & Development of Shelby Twp., MI for the amount of $296,539.81 and $25,830.00 respectively. This project replaces the pavement in the alley and parking lots behind the businesses between Tulare and Gardner, just south of Eleven Mile and adds placemaking elements. This project is now approximately 32% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	$1,989,091.25
Change Order No. 1	$25,830.00
Proposed Contract Amount	$2,014,921.25
Total Earnings To Date:	$651,130.96
Less Retainage:	$65,113.10
Net Earned:	$586,017.86
Deductions:	$0.00
Balance:	$587,017.86
Payments To Date:	$289,478.05
Amount Due to Warren Contractor & Development:	**$296,539.81**

RECOMMENDED ACTION: It is recommended that Pay Application No. 2 and Change Order No. 1 for the 11 Mile Road Alleys & Parking Lot Reconfiguration Project, M-694 by Warren Contractors & Development of Shelby Twp., MI be approved for the amount of $296,539.81 and $25,830.00 respectively. Funding is available in the 11 Mile - Special Assessment Fund (813-

18.444-970.000) and Corridor Improvement Authority Capital Improvement Fund (251.00-000-970.001).

EXHIBITS:

1. Pay Application No. 2
2. Change Order No. 1

PAYMENT APPLICATION

PROJECT:	11 Mile Road Alleys & Parking Lot Reconfiguaration Project	***JOB NUMBER:***	M-694
OWNER:	City of Oak Park, Michigan	***APPLICATION NO.:***	2
CONTRACTOR:	Warren Contractors & Development, Inc.	***PERIOD ENDING:***	9/26/25
	14979 Technology Dr.	***PAGE:***	1 of 2
	Shelby Twp., MI 48315		

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	$100,000.00	0.00	$0.00	0.50	$50,000.00
2	Concrete Pavement Removal, Modified SP	13,660	SYD	$14.50	5,017.50	$72,753.75	5,742.19	$83,261.76
3	Asphalt Pavement Removal, Modified SP	460	SYD	$17.00	218.47	$3,713.99	218.47	$3,713.99
4	Drainage Structure, Removing, Modified SP	1	EACH	$735.00	0.00	$0.00	0.00	$0.00
5	Sewer Remove, Under 24 inches	50	LFT	$50.00	0.00	$0.00	0.00	$0.00
6	24" Curb and Gutter Removal	1,025	LFT	$16.00	301.00	$4,816.00	540.00	$8,640.00
7	Wall and Footing Removal	120	LFT	$150.00	0.00	$0.00	129.50	$19,425.00
8	Earth Excavation, Modified SP	2,900	CYD	$43.00	358.01	$15,394.43	621.26	$26,714.18
9	Remove and Relocate New Fire Hydrant, EJ 5BR250	1	EACH	$10,000.00	0.00	$0.00	1.00	$10,000.00
10	Subgrade Undercutting, (Modified)	50	CYD	$150.00	66.59	$9,988.50	66.59	$9,988.50
11	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	20	EACH	$115.00	0.00	$0.00	4.00	$460.00
12	Aggregate Base Under Concrete (6" 21AA Crushed LS)	4,820	SYD	$13.60	1,651.69	$22,462.98	2,550.87	$34,691.83
13	Aggregate Base Under Asphalt (10" 21AA Crushed LS)	8,120	SYD	$22.50	0.00	$0.00	0.00	$0.00
14	Water Main, DI CL 54, 6 inch, Trench Detail B	25	LFT	$425.00	0.00	$0.00	34.25	$14,556.25
15	Maintenance gravel, Modified SP	100	TON	$52.00	0.00	$0.00	13.07	$679.64
16	Drainage Structure, 24 Inch (Inlet), Modified SP	1	EACH	$4,300.00	0.00	$0.00	0.00	$0.00
17	Drainage Structure, 48 Inch Diameter, Modified SP	1	EACH	$7,400.00	0.00	$0.00	0.00	$0.00
18	Catch Basin 5080 M3, Frame and Cover	1	EACH	$800.00	0.00	$0.00	0.00	$0.00
19	Adjusting Drainage Structure Cover, Case 1, Modified SP	10	EACH	$900.00	2.00	$1,800.00	2.00	$1,800.00
20	1" Water Service and Tapping Sleeve	50	LFT	$204.00	0.00	$0.00	76.00	$15,504.00
21	Water Meter Pit Installation	2	EACH	$7,900.00	0.00	$0.00	2.00	$15,800.00
22	Irrigation, Rain Bird SCZ-100-PRF 1"	3	EACH	$150.00	0.00	$0.00	0.00	$0.00
23	Irrigation, Flush Valve	3	EACH	$60.00	0.00	$0.00	0.00	$0.00
24	Irrigation, Drip Air Relief Valve	3	EACH	$40.00	0.00	$0.00	0.00	$0.00
25	Irrigation, Dripline Netafim TLDL-06-12-12	2,738	LFT	$2.50	0.00	$0.00	0.00	$0.00
26	Irrigation, Hunter HQ-44RC 1"	2	EACH	$500.00	0.00	$0.00	0.00	$0.00
27	Irrigation, Febco 765 1"	2	EACH	$520.00	0.00	$0.00	0.00	$0.00
28	Irrigation, Hunter I2C-0800-M/ICC-PED	2	EACH	$2,100.00	0.00	$0.00	0.00	$0.00
29	Irrigation, Hunter WR-CLIK	2	EACH	$300.00	0.00	$0.00	0.00	$0.00
30	Irrigation, POC 1"	2	EACH	$1,100.00	0.00	$0.00	0.00	$0.00
31	Irrigation, Lateral Polyethylene Pipe, 100 PSI, 1"	1,153	LFT	$1.50	0.00	$0.00	0.00	$0.00
32	Irrigation, Mainline PVC Class 200 SDR 21, 1"	44	LFT	$3.50	0.00	$0.00	0.00	$0.00
33	Irrigation, Pipe Sleeve: PVC Class 160 SDR 26, 2"	125	LFT	$35.00	0.00	$0.00	0.00	$0.00
34	Hypar Shade Sail, Furnish and Install	2	EACH	$12,800.00	0.00	$0.00	0.00	$0.00
35	Underdrain Subgrade, Open Graded 6" Modified SP	540	LFT	$37.00	267.50	$9,897.50	267.50	$9,897.50
36	Conc. Pavement, Non-Reinf 7 in, W/int curb and gutter Modified SP	4,850	SYD	$76.00	1,299.95	$98,796.20	1,299.95	$98,796.20
37	24" Curb and Gutter Section	560	LFT	$34.50	26.50	$914.25	258.62	$8,922.39
38	Sidewalk Concrete non- reinf, 8" Conc. Sidewalk/Drive Approach	2,950	SFT	$9.00	718.62	$6,467.58	718.62	$6,467.58
39	Sidewalk Concrete non- reinf, 6" Conc. Sidewalk/Drive Approach	10,155	SFT	$7.00	0.00	$0.00	6,575.52	$46,028.64
40	HMA Pavement, 13A or approved equal	900	TON	$126.50	0.00	$0.00	0.00	$0.00
41	HMA Pavement, 11A or approved equal	1,360	TON	$130.00	0.00	$0.00	0.00	$0.00
42	Cast In Place Detectable/ Tactile Warning Surface	10	SFT	$52.00	0.00	$0.00	0.00	$0.00
43	Planting Bed Prep, Grading, Irrigation, and Topsoil	2,859	SFT	$4.75	0.00	$0.00	0.00	$0.00
44	Class A Sodding, Modified SP	110	SYD	$30.00	0.00	$0.00	0.00	$0.00
45	Salvage Sign	20	EACH	$150.00	0.00	$0.00	0.00	$0.00
46	Sign, R78MI (Handicap Parking)	4	EACH	$280.00	0.00	$0.00	0.00	$0.00
47	Post Hole through Concrete For Steel Post	12	EACH	$115.00	0.00	$0.00	0.00	$0.00
48	Dumpster Enclosure, 15' by 10' Exterior Dimensions	3	EACH	$23,600.00	0.00	$0.00	3.00	$70,800.00
49	Dumpster Enclosure, 21' by 10' Exterior Dimensions	1	EACH	$32,500.00	0.00	$0.00	1.00	$32,500.00
50	Permanent Bollards, 6" with Plastic Bollard Covers	46	EACH	$875.00	16.00	$14,000.00	16.00	$14,000.00

51	Removable Bollards, 6" with Embedment Sleeve & Bollard Covers	30	EACH	$1,390.00	0.00	$0.00	0.00	$0.00
52	Pavt Marking, 12" Ladder Cross walk White	100	LFT	$1.10	0.00	$0.00	0.00	$0.00
53	Pavt Marking, 12" Cross Hatching White	255	LFT	$1.10	0.00	$0.00	0.00	$0.00
54	Pavt Marking, Direction Arrow white, 9.3' X 2.5'	15	EACH	$26.00	0.00	$0.00	0.00	$0.00
55	Pavt Mrkg., 4" white striping	14,300	LFT	$0.50	0.00	$0.00	0.00	$0.00
56	Pavt Mrkg. 4" Blue striping	1,500	LFT	$0.50	0.00	$0.00	0.00	$0.00
57	Pavt Mrkg, Handicap Kit 48"x48"	12	EACH	$52.00	0.00	$0.00	0.00	$0.00
58	Pavt Mrkg. 4" Yellow striping	2,280	LFT	$0.50	0.00	$0.00	0.00	$0.00
59	Pavt Mrkg, Pedestrian symbol kit, 48" x 48", Yellow	8	EACH	$30.00	0.00	$0.00	0.00	$0.00
60	Electrical Rise Panel & Enclosure	2	EACH	$19,320.00	2.00	$38,640.00	2.00	$38,640.00
61	TayMac PP55Z ParkPost Outdoor Power Pedestal Enclosure	2	EACH	$1,000.00	0.00	$0.00	0.00	$0.00
62	Oblica Fire Table by Montana Fire Pits	2	EACH	$16,700.00	0.00	$0.00	0.00	$0.00
63	~~Sival Commercial Grade Heavy Duty Outdoor String Lighting~~	~~1,000~~	~~LFT~~	~~$92.00~~	0.00	~~$0.00~~	0.00	~~$0.00~~
64	~~10 Deg Acclaim UNA-241-ADRN Unity H1 LED Flood Light~~	~~6~~	~~EACH~~	~~$7,500.00~~	0.00	~~$0.00~~	0.00	~~$0.00~~
65	~~30 Deg Acclaim UNA-241-ADRN Unity H1 LED Flood Light~~	~~4~~	~~EACH~~	~~$7,500.00~~	0.00	~~$0.00~~	0.00	~~$0.00~~
66	~~Acclaim Aria WD8 Wireless DMX~~	~~1~~	~~EACH~~	~~$4,600.00~~	0.00	~~$0.00~~	0.00	~~$0.00~~
67	~~Acclaim ART500 DMX Controller w/enclosure~~	~~1~~	~~EACH~~	~~$17,250.00~~	0.00	~~$0.00~~	0.00	~~$0.00~~
68	Rigid Electrical Conduit with wiring	960	LFT	$29.00	209.50	$6,075.50	209.50	$6,075.50
69	Flexible Electrical Conduit with wiring	50	LFT	$55.00	0.00	$0.00	0.00	$0.00
70	PVC Electrical Conduit with wiring	50	LFT	$52.00	0.00	$0.00	0.00	$0.00
71	Natural Gas Service Piping	120	LFT	$72.00	75.00	$5,400.00	75.00	$5,400.00
72	Outdoor Power Pedestal, TayMac PP55z ParkPost Power Enclosure	2	EACH	$1,050.00	0.00	$0.00	0.00	$0.00
73	Project Cleanup, Modified SP	1	LSUM	$7,600.00	0.00	$0.00	0.00	$0.00
74	Conduit, DB, 1, 3 inch	0	LFT	$52.00	96.50	$5,018.00	96.50	$5,018.00
75	Dumpster Enclosure Height Addition	0	EACH	$2,418.75	4.00	$9,675.00	4.00	$9,675.00
76	Warren Survey for Parking Lot Re-design	0	LSUM	$3,675.00	1.00	$3,675.00	1.00	$3,675.00

ALTERNATE ITEMS

13A	Aggregate Base Under Asphalt (10" 21AA Crushed LS)	3,700	SYD	$22.50	0.00	$0.00	0.00	$0.00
40A	HMA Pavement, 13A or approved equal	410	TON	$130.00	0.00	$0.00	0.00	$0.00
41A	HMA Pavement, 11A or approved equal	1,025	TON	$130.00	0.00	$0.00	0.00	$0.00

TOTALS: $329,488.68 $651,130.96

Original Contract Amount:	$1,989,091.25
Change Order No.1:	$25,830.00
New Contract Amount:	$2,014,921.25

Earnings This Period:	$329,488.68
Total Earnings to Date:	$651,130.96
Less Retainage:	$65,113.10
Net Earned:	$586,017.86
Deductions:	$0.00
Balance:	$586,017.86
Payments to Date:	$289,478.05
Amount Due:	**$296,539.81**

Accepted By: Nicholas Cerullo
Nicholas Cerullo (Sep 30, 2025 10:32:17 EDT)
Date: 9/30/25
Warren Contractors & Development, Inc.

Accepted By: kimberly marrone
Date: 09/30/25
Kim Marrone, Director of Municipal Services
City of Oak Park, Michigan

CHANGE ORDER

PROJECT:	**11 MILE ROAD ALLEYS & PARKING LOT RECONFIGURATION PROJECT**	**JOB NUMBER:**	M-694
OWNER:	**CITY OF OAK PARK, MICHIGAN**	**CHANGE ORDER NO.:**	1
CONTRACTOR:	**WARREN CONTRACTORS & DEVELOPMENT, INC.** **14979 TECHNOLOGY DR.** **SHELBY TWP., MI 48315**	**PAGE:**	1

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.

This change order reflects work completed or anticipated. Further documentation supporting these changes is on file with the City Engineer.

THE FOLLOWING ITEMS AND OR CONTRACT UNITS PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	TOTAL Amount
74	CONDUIT DB, 1, 3 INCH	0	LFT	$52.00	240.00	96.50	$12,480.00
75	DUMPSTER ENCLOSURE HEIGHT ADDITION	0	EACH	$2,418.75	4.00	4.00	$9,675.00
76	WARREN SURVEY FOR PARKING LOT RE-DESIGN	0	LSUM	$3,675.00	1.00	1.00	$3,675.00
						TOTALS	**$25,830.00**

SUMMARY

Total Increase	$25,830.00
Total for Change Order No.1:	**$25,830.00**
Contract Amount	$1,989,091.25
Change Order No. 1:	$25,830.00
New Contract Amount:	**$2,014,921.25**

Nicholas Cerullo
Nicholas Cerullo (Sep 30, 2025 10:31:45 EDT)

Warren Contractors & Development, Inc. Date

kimberly marrone 9/30/25

Kim Marrone, Director of Municipal Services Date

***Reviewed by and recommended for approval by City Council**

CITY OF OAK PARK, MI
STAFF REPORT

9.C.1

AGENDA FOR: October 9, 2025

SUBJECT: Request to authorize the the Public Safety Department to participate in the OMNIA Parter contract for the Dispatch console replacement project totaling $79,773.63.

DEPARTMENT: Public Safety

FROM: Steve Cooper, Director of Public Safety

SUMMARY: The Public Safety Department is requesting authorization to purchase and execute the replacement of Dispatch consoles from the OMNIA Partner contract #07-62 as part of the FY 2025-26 budget. The current equipment is approximately 13 years old and the mechanics are no longer functional. The consoles are beyond their useful lifespan, warranting replacement.

FINANCIAL STATEMENT: Funding for this project is available in the Drug Law & Enforcement fund in the amount of $60,000 with a rollover of $20,000 from the Public Safety Capital Outlay Fund, totaling $80,000.

Item	Department	Amount	Account
Evans Consoles Incorporated Materials, delivery & installation	Public Safety	$69,20.58	Drug Law & Enforce. Fund 253-74.333-970 - $60,000 Public Safety Capital Outlay 101-17.345-970 - $20,000
ECW/Motorola Dismantle & reassemble equip.		$4,310.00	
Supplies		$6,243.05	
TOTAL		**$79,773.63**	

RECOMMENDED ACTION: It is recommended that City Council authorize the Public Safety Department to participate in the OMNIA Parter contract for the Dispatch console replacement project totaling $79,773.63.

EXHIBITS:

1. Console proposal

CITY OF OAK PARK

Steve Cooper, Director
Department of Public Safety

September 11, 2025

Director Cooper & Deputy Director Ginopolis,

Attached with this memo you will find the following documents:

- Evans Consoles Incorporated itemized quote & product list
- Evans Consoles Incorporated design & specifications
- Evans Consoles Incorporated OMNIA Award letter

The anticipated total costs of the project are as follows:

EVANS	
Consoles	$48,509.75
Millwork Desk (Third position)	$5,441.32
Packaging	$743.78
Delivery	$3,842.89
Installation	$5,732.84
Maintenance	$4,950.00
ECW / MOTOROLA	
2 technicians for 8 hours labor (workstation breakdown)**	$2,030.00
2 technicians for 8 hours labor (workstation set up)**	$2,030.00
Trip charge x2 (estimated, $125.00 each)	$250.00
OAKLAND COUNTY RADIO SHOP	
No charges	
Oak Park	
2 printers (Lexmark Monochrome Laser printer MS631DW @ $899.99 each – Staples)	$1,799.98
4 XL computer monitors (Dell P3425WE @ $743.52 each – Staples)	$2,938.08
Cisco Meraki MS130 24 port switch	$1,504.99
PROJECT TOTAL	**$79,773.63**
** Cost is based on a full 8 hour day of service – the cost varies if the technicians are not on site for the full 8 hours	

Following the coordination with Southfield Police Department and the City of Oak Park DPW Department, the following factors were determined:

- Once the order is confirmed, Evans anticipates 10-12 weeks for new console equipment delivery
- Evans requires 4 weeks notice to schedule an installation date
- DPW has agreed they will unload the delivery of the new console equipment and place it in the fire hall
- DPW has confirmed they have the appropriate equipment to safely unload the new console equipment from the delivery truck
- DPW will arrange for a dumpster to be delivered for disposal of our current consoles
- We anticipate the Oak Park Dispatch Center will be inoperable for up to 5-7 days
- Southfield Dispatch Center has agreed to host up to 2 full time dispatchers for approximately 1 week, or as needed
- Oak Park dispatchers scheduled for their normal shifts will report to Southfield Dispatch Center to perform their normal dispatch duties
- Day 1 of vacancy, Oakland County Radio Shop and ECW / Motorola will report to dismantle their workstations
- Thereafter on day 1 when are the workstations are dismantled, DPW will report to dismantle and dispose of the current dispatch console set up
- Evans expects to be on site installing the consoles for 2-3 days (without issue)
- Days 4-5, Oakland County Radio Shop and ECW / Motorola will return to set up their workstations on the new dispatch consoles
- Day 5-7 – should no issues arise – Oak Park dispatchers will report to the Oak Park Dispatch Center to perform their normal dispatch duties for their scheduled shift

Please advise if you need anything further from me to secure Evans Consoles Incorporated in the dispatch console replacement project. Thank you.

Respectfully Submitted,

Stephanie Prister
Records & IT Specialist
Oak Park Public Safety

EVANS

PRICE QUOTATION

Oak Park

Project Name: Oak Park - Public Safety Dispatch
Project Location: Oak Park, Michigan, United States

Project Number: 25-0106 Phase 1 Revision 6
Submittal Date: August 12, 2025

Sales Lead: Chris Banner

Project Manager: Michael Smillie

Manufactured Product				
	Code	Unit Price	Qty	Extended Price
Dispatch Consoles	RSPNG-C	48,509.75	1	48,509.75
Millwork Desk	MLW-C	5,441.32	1	5,441.32
			Sub-Total	53,951.07
Services				
Console Preventative Maintenance and Cleaning Agreement Contract with EvansCare - 5 Year		2,475.00	2	4,950.00
			Sub-Total	4,950.00
Logistics				
Packaging				743.78
Transportation (pricing subject to adjustment due to fuel cost changes)				3,842.89
Install				5,732.84
			Sub-Total	10,319.51
			Project Total (USD, All Sales Taxes Excluded)	**69,220.58**

Shipping INCO Terms: CIP to Oak Park, Michigan, United States

Payment Terms:
30% due upon Sign Off, NET 30
70% due upon Shipment of Work, NET 30

Quote is NOT valid without the Evans Terms & Conditions document.
Quote validity period: 120 days for product; 120 days for freight and install within North America; 30 days for freight and install outside of North America. See Evans Terms & Conditions document for more details.
Prices will be valid for shipment six (6) months after receipt of purchase order. Any orders that have not been manufactured and shipped within this time frame may be subject to a price adjustment.
Evans accepts all major credit cards subject to service fees.

Accepted by (Title/Name): ______________________________

Signature: ______________________ Date: ______________________

By signing this document, the signatory acknowledges that this represents a Purchase Agreement between the client and Evans Consoles with the stated scope of supply, pricing and Terms and Conditions.

MANUFACTURED PRODUCT PROJECT DETAILS

Services			
Description	Unit Price	Qty	Extended Price
Console Preventative Maintenance and Cleaning Agreement Contract with EvansCare - 5 Year Preventative maintenance and cleaning will be performed once per year on any brand of console. Consoles will be inspected and preventative maintenance such as hinge adjustments, tightening screws, leveling, and minor touch ups will be performed to lessen the likelihood of a possible breakdown, ensuring that consoles function at their optimum level of performance. Cleaning is performed on-site while the control center stays live. All surfaces are touched a minimum of three times. Service is conducted in as quiet as possible manner using vacuums modified with mufflers and grade 5 HEPA filters. All keyboards, monitors, mice, and computers (outside case only) units cleaned and wiped down with specialty cleaners. Low scent cleaning products are used to avoid disruption of the control center with harsh chemical smells and odors. Priced per operator position	2,475.00	2	4,950.00

Shipment / Installation A	
Includes all product	
Packaging	Price
Palletized	743.78
Transportation	
Transportation by Truck (LTL) to Oak Park, Michigan, United States	3,842.89
Evans Offload to Room of Rest	Included
Debris Removal	Included
Transit Time: 10 Days Evans' standard transportation and offload pricing assumes a single shipping activity at a non-union site, during weekdays, regular work hours, site accommodates a 53 ft. (16 m) trailer with loading dock, main floor delivery, clear access (i.e., hallways, doors, and corners with minimum 36 in. (1 m) clearance) from loading dock to room of delivery using furniture dollies with a maximum offload travel to room of 150 ft. (50 m). Please note that there are additional charges for remote locations (e.g., Islands, extreme regions, non-major highway access, or other site conditions), cross dock, cube van or lift gate, forklift, pallet jack, crane, or other offload requirements, any delivery above a main floor, stair carry, multiphase delivery, prevailing wage requirements, off hours (i.e., prior to 8:00 a.m.), evening (i.e., after 3:00 p.m.), and weekend delivery, military base/secure site/specific citizenship requirements, and union rates as specified.	
Install	
Evans Installation Evans' pricing assumes a single installation activity at non-union sites, during weekdays, regular work hours, and room is free of construction and clear of operations and other trades or contractors. Please note that there are additional charges for remote locations (200 miles/300 km from an international airport); drug & alcohol testing; safety training; security or background checks (ex. TWICS, Military); phased install; multiphase installation; live operations cut over; prevailing wage requirements; off hours (prior to 8:00 AM), evening (after 5:00 PM), and weekend install; union rates as specified, and any onsite scope changes. The client must identify and provide a POC (point of contact) responsible for decision making or whom will have access to a person of authority for the duration of the scheduled installation activity. The appointed POC must ensure that either he/she or the authorized representative will be available upon completion of the installation activity to sign off the Evans PCR (Project Completion Report). Failure to provide such a contact assumes the activity as reported has been accepted. Assumes that site preparedness has been met in accordance with the attached contract terms and conditions.	5,732.84

MANUFACTURED PRODUCT
BILL OF MATERIALS

Dispatch Consoles

Qty: 1

Response NextGen

	Part Number	Description	Measure	Qty
PRODUCT STRUCTURE				
1	CO-PF-HPL	High Pressure Laminate panel finish	Each	1
2	CSTM-DSN	Design Fee	Each	1
3	RSPNG-SLE-L	Large Support Leg Enclosure (end support legs)	Each	4
4	RSPNG-TB	Technology Bridge	Units	7
5	CO-WS-HPL-40	HPL Work Surface with Flat PVC Edge; 40" (1016mm) to 50" (1270mm) depth	Units	20
6	CSTM-CO-WS-HPL-30	HPL Work Surface with Flat PVC Edge; 30" (762mm) to 39.9" (1015mm) depth	Units	4
7	CO-WS-U-ESUN	Upgrade Work Surface Edge from Flat PVC to Ergonomic Soft Urethane Nosing	Units	26.5
8	CO-WLS-LC-HD-2	Two heavy duty lift columns with a single equipment controller and switch	Each	2
9	CO-WLS-WSSC	Work surface support cage kit	Units	14
10	CO-WLS-CSTS	Contact safety tape switch option for main platform	Units	22
11	CO-SR-S-C	Upgrade Slatrail system to Curved Slatrail	Units	12
12	CO-APS	Console Acoustical Partition System; Fabric upper panels, NRC 0.75; Hinged lower panels with console panel finish	Units	6
13	CSTM-RSPNG-AM	Millwork Open Adjustable Bookshelf for peninsula, includes 8 binder divider	Each	1
14	CSTM-RSPNG-AM-B-OF	Millwork Base - Drawers; Open Storage/File for peninsula	Units	3.5
15	RSPNG-EE-FD	Full Depth Equipment Enclosure	Units	10
EQUIPMENT/ACCESSORIES				
16	CO-ESS-BFS	Base Fixed Shelf	Each	6
17	CO-EC-W	Wide Energy Chain with upper and lower mounting brackets	Each	6
18	CO-GR-C-RE-2X3	Rectangular Cable Grommet; 2" x 3" (51mm x 76mm)	Each	1
19	CO-UMA-B-L4	Unity Monitor Arm™ 2.0 Base; Level 4; Manual depth adjustment and automated height adjustment; Power bar not included	Each	2
20	CO-UMA-MM-DT-KN	Double Tier Monitor Mount for Unity Monitor Arm™ 2.0; Knuckle (may require additional power bar)	Each	4
21	CO-UMA-MM-ST-SL	Single Tier Monitor Mount for Unity Monitor Arm™ 2.0; Single Link with Knuckle	Each	4
22	CO-UMA-PB-NA-8-15	Power Bar kit for Unity Monitor Arm™ 2.0; North America, 120V/15A, 8 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	2
23	CO-UMA-SR-B	Slatrail beam for Unity Monitor Arm™ 2.0	Units	12
24	CO-PB-NA-6-15	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	2
25	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	4
26	CO-PB-NA-8-15	North America Power Bar with mounting bracket; 120V/15A, 8 outlets, 15' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	4
27	CO-PDG-DT-4P-UUPP	Desktop Mounted Pop-Up Power and Data Grommet with 4 Ports; 2 USB-A+C Charging, 2 Power Receptacles (NEMA 5-15)	Each	2
28	CO-DP	Door Pull	Each	2

Millwork Desk

Qty: 1

Millwork

	Part Number	Description	Measure	Qty
PRODUCT STRUCTURE				
29	CO-PF-HPL	High Pressure Laminate panel finish	Each	1
30	CSTM-DSN	Design Fee	Each	1
31	MLW-MB-EP	Millwork Base End Panel	Each	2
32	MLW-MB-MP-FH	Millwork Base Modesty Panel; Full height	Units	6
33	MLW-MB-MP-RH	Millwork Base Modesty Panel; Reduced height	Units	5
34	CO-WS-HPL-30	HPL Work Surface with Flat PVC Edge; 30" (762mm) to 39.9" (1015mm) depth	Units	11
35	CO-WS-U-EPN	Upgrade Work Surface Edge from Flat PVC to Ergonomic PVC Nosing	Units	5.5
EQUIPMENT/ACCESSORIES				
36	CO-ESS-PCC-S	Fixed Secure Computer Cradle	Each	1
37	CO-HVG	Horizontal Ventilation Grill (fan not included)	Each	1
38	CO-WBT-4	Coated Wire Basket Tray; 4" (102mm) wide	Units	11
39	CO-GR-C-RE-2X3	Rectangular Cable Grommet; 2" x 3" (51mm x 76mm)	Each	3

40	CO-VFK	Ventilation Fan Kit; 36 CFM, 12VDC power supply (refer to drawing for plug type)	Each	1
41	CO-PB-NA-6-6	North America Power Bar with mounting bracket; 120V/15A, 6 outlets, 6' power cord, NEMA 5-15 (Type B plug), CSA/UL	Each	2
42	CO-DP	Door Pull	Each	1

The following standard terms and conditions apply to the attached quotation (the “Quotation”), unless expressly stated otherwise in the Quotation provided by Evans Consoles Corporation and/or Evans Consoles Incorporated (collectively, “Evans”) to the purchaser (the “Buyer”) of the products and/or services (the “Work”).

1.0 Quotation

1.1 Unless otherwise stated in the Quotation, the Quotation prices are valid within North America for ninety (90) days for product, freight, and installation. Outside of North America, prices for freight and installation are valid for thirty (30) days from the date of the Quotation.

1.2 The prices in the Quotation are valid for Work shipped or completed within six (6) months from the date of the confirmed order (the “Purchase Order”) or date of the signed Quotation received by Evans. Evans reserves the right to revise or adjust pricing, at their sole discretion, on orders not shipped or completed within the six (6) month period. Requests to defer the installation service beyond six (6) months from product shipment are subject to a revised installation and transportation Quotation.

2.0 Price and Payment

2.1 Except as otherwise agreed in writing by the parties or otherwise stated in the front page of the Quotation, the price of the Work must be paid as per the following payment terms:

- 2.1.1 Thirty percent (30%) progress payment net thirty (30) due upon Sign Off, as herein defined in clause 3.1;
- 2.1.2 Seventy percent (70%) net thirty (30) upon shipment of the Work;
- 2.1.3 A one-point five percent (1.5%) late payment penalty must be applied per calendar month per payment if payment is not received within 30 days of invoice issuance.

2.2 Pay When Paid Clause. Buyer must NOT withhold payment to Evans for reasons unrelated to the Work of Evans. Buyer must not unreasonably withhold authorization for payment.

2.3 For Purchase Orders which require the Work to be shipped and or installed outside of the United States or Canada, credit approval from a third-party agency previously approved by Evans must be obtained and provided in a form satisfactory to Evans at their sole discretion. Payment must be provided through an Irrevocable Letter of Credit (the “ILC”). The terms of the ILC must be:

- 2.3.1 The ILC must be in the English language and all supporting or related documents requiring execution must also be in English;
- 2.3.2 The ILC must be drawn on the Bank of Montreal or an affiliated bank in the currency stated in the Quotation;
- 2.3.3 The expiry of the ILC must extend at minimum six (6) months past the installation or shipping date set out in the Quotation, whichever is later. If the project is delayed or rescheduled, then the ILC expiry date will need to be extended; and
- 2.3.4 All documents requiring execution relating to the ILC must be within the control of Evans or produced by Evans, such as the bill of lading, commercial invoice, certificate of origin, and statement of compliance to product specification.

2.4 It is recognized that an Evans console solution is a one -of-a-kind, custom-made product specifically designed to meet the Buyer’s equipment and ergonomic requirements, hence:

- 2.4.1 Once design and production have started or the product has been shipped, the order is non-cancelable, non-returnable, and non-refundable.
- 2.4.2 Third party buyouts (where there is no Evans manufacturing component) will have a minimum restocking charge of 25%, plus freight. This will be confirmed at the time of return request based on the policies in place from our third-party suppliers.

2.5 The Quotation price includes all transportation, carriage, and insurance from Evans' manufacturing facility to the designated place for delivery specified in the Quotation.

2.6 Any specific or extra shipping or insurance requirements of the Buyer must be disclosed prior to the issuance of the Purchase Order and may result in an amendment to the Quotation to consider any additional costs incurred.

2.7 Unless stated otherwise, sales taxes are not included in the Quotation price. For shipments within the United States or Canada, Evans is required by law to collect the appropriate state, provincial, and municipal sales and use taxes at the time of invoice, for the products supplied. If applicable to this procurement, Evans will require a certificate of tax exemption prior to the time of invoicing. For shipments outside of the United States or Canada, payment of importation fees and customs clearance, duties, sales taxes, or any other taxes at the shipping destination are the sole responsibility of the Buyer.

2.8 Evans is required by United States federal law to provide a federal tax identification number on all shipments delivered within the United States. This information must be included in the Purchase Order prior to shipment of any Work.

3.0 Scheduling

3.1 Evans will not begin the procurement of materials for the Work, or fabrication until the Buyer has paid the payment set out in clause 2.1.1, and provided acceptance of the signed off drawings, in writing, authorizing Evans to proceed with fabrication of the Work. This milestone is referred to as the "Sign Off".

3.2 Evans will establish a formal project schedule, based on dates mutually agreeable to the Buyer and Evans, to ensure a timely delivery the Work after receipt of the Purchase Order and Sign Off. The project size, scope, and shipping destination will affect the project schedule.

3.3 All the detailed information required to complete the design of the consoles must be provided to Evans by the Buyer at the time of project Sign Off. All of the product dimensions shown on the Sign Off drawings are considered final. Any changes to these dimensions by the Buyer after project Sign Off may have an impact on pricing and/or schedule.

3.4 In the case where there are further questions following project Sign Off, or there are clarifications or missing information that are identified during the detailed design and manufacturing stage of the project, the Buyer must respond to these questions within forty-eight (48) hours of the request being sent by Evans. If Evans does not receive a request within the timeframe, the scheduled project delivery and/or cost may be impacted.

3.5 Room dimensions that are provided to Evans by the Buyer and which are shown on the Sign Off drawings, are assumed to be the correct onsite dimensions. In the case there is a discrepancy between the onsite conditions and the Sign Off drawings, the Sign Off drawings will be considered as correct, and any adjustment required may have an impact on pricing and/or schedule.

4.0 Packing

4.1 For shipments to the United States or Canada, the Quotation includes packaging suitable for dedicated air-ride moving van shipment. Components such as panels, work surfaces, and baseboards may be packaged separately. The console framework will be segmented into convenient lengths for handling.

4.2 At the Buyer’s request, Evans can supply rugged crating for general freight, ocean freight, air freight, or Less Than Truckload (LTL) shipment at an additional charge. All projects requiring crating will be quoted and furnished with Evans standard frame crates (i.e., plywood on bottom only) unless noted otherwise. If alternate crating requirements are requested after the Purchase Order has been issued, Evans will provide a revised Quotation or Change Order for any additional services.

5.0 Shipment and Storage

5.1 The shipping price is valid only for the shipment of the Work described in the Quotation, based upon single shipping activity unless noted otherwise. If the Buyer requests additional shipments, expedited shipments, or off-site storage of the product, Evans will provide a revised Quotation or Change Order for the additional services. Freight (i.e., transportation) pricing is subject to adjustment due to fuel cost changes. Evans requires a minimum of fifteen (15) business days to coordinate resources prior to the ship date. Any last-minute changes from the client may have a cost/schedule impact.

5.2 Evans follows the international trade terms under Incoterms 2020 and Uniformed Commercial Code (UCC).

5.3 When Evans is responsible for shipping the Work, unless otherwise stated, the shipping terms must be Carriage, Insurance Paid To (CIP) named destination point. Title and risk must pass to the Buyer when the Work is delivered to the carrier by Evans who pays for transportation and insurance to the named destination.

5.4 If damage occurs during shipment, these damages must be identified and Evans notified within forty-eight (48) hours of delivery. In the case of an ocean shipment, the damaged goods must be set aside for a formal marine survey and it must be noted whether or not the container's seal was intact upon arrival at the destination. The surveyor must determine where the damages occurred and assign liability to the appropriate party. The carrier has the right to take physical possession of the Work against which damages are being claimed. If the carrier is assessed a financial sum for the damaged product, they have the right to sell the damaged Work for salvage.

5.5 For deliveries within the United States or Canada a single offloading activity is included in the Quotation. The Quotation is based upon clean and clear access from the point of unloading to the room of rest. For international deliveries, container unloading is not included in the Quotation.

5.6 If the Buyer is responsible for shipping the Work, the shipping terms will be Ex Works (EXW) (named place of delivery) as defined in Incoterms 2020 or the Uniformed Commercial Code (UCC). Evans will place the Work on Evans' loading dock, suitably packaged for export shipment and advise the Buyer in writing it is available for pickup. If pickup does not occur within three (3) working days, additional costs may apply. The Buyer must communicate to Evans the method of transport to ensure the packaging is appropriate, subject to the shipping provisions contained herein. Title passes to the Buyer when the Work is removed from Evans' dock and the Buyer or their representative carrier, signs the bill of lading. The Buyer is responsible for damages during loading, transport, and off-loading.

5.7 The Work is designed for indoor control room environments with temperature and humidity control. Evans requires, in circumstances where any Work is to be stored by Buyer, that Work, including the Work contained in crates or shipping materials, be housed in indoor warehouse conditions maintaining a constant temperature range between fifteen to twenty-five degrees Celsius (15°C to 25°C) (i.e., sixty to seventy degrees Fahrenheit (60°F-75°F)) and between forty-five to fifty-five percent (45% to 55%) humidity range. Adequate temperature control and ventilation must be provided during storage and handling to protect the Work from extreme climate fluctuations. Evans will not replace under warranty, nor will it be deemed a breach of any representation or warranty regarding the quality of the Work, any Work damaged by improper or negligent storage conditions, or conditions which do not meet the standards outlined herein at the sole discretion of Evans.

6.0 Site Preparation and Installation

6.1 The Buyer must make the destination and/or project site (the "Site") clean, clear, and prepared for the installation or delivery of the Work upon the agreed delivery date. For installation, all flooring, carpeting, walls, painting, and electrical construction that could in any way affect or impact the installation of the Work must be complete.

6.2 The Buyer must appoint a representative who will be available at the Site to direct Evans installation team regarding security, site safety, and Work placement.

6.3 The price for the installation of the Work contained in the Quotation is firm and fixed for a single installation visit for the Work at a non-union Site for affiliated furniture systems installers. If the Buyer requests union labor for off-loading or installation after a Purchase Order has been accepted, all additional costs will be the responsibility of the Buyer. Unless otherwise agreed, the installation price contained in the Quotation is based upon a single installation of the Work during weekday, regular work hours. Evening or weekend installation activities may be subject to additional charges to the Buyer.

6.4 Evans requires a minimum of fifteen (15) business days to coordinate resources prior to the installation activity. Any last-minute changes from the client may have a cost/schedule impact.

6.5 Multiple installation activities, additional time required for unscheduled safety training sessions or drug testing, Work requiring relocation by Evans at the Site or general delays caused by Site conditions not being prepared for the Work will be an additional charge to the Buyer.

6.6 All installations of the Work must be performed by an authorized Evans Representative or an Evans' certified dealer (collectively the "Installer"). For Purchase Orders made excluding installation services, it is understood that Evans products are customized and do not come with installation or assembly manuals. If the Buyer wishes to purchase the Work contained herein without installation services provided by Evans, they must execute an Installation Waiver in favor of Evans. If the Buyer is a dealer not certified by Evans to act as an Installer, the Buyer is required to use an Installer.

7.0 Changes

7.1 The parties may, by written or electronic notification, request changes to the drawings, designs, specifications, method of shipment or packing, quantity, or time or place of delivery of the Work, reschedule the installation, or require additional or diminished Work (the "Change Order").

7.2 All changes requested must be agreed to in writing by both parties, otherwise they are unenforceable. Only an authorized representative of Evans may issue a Change Order to the Purchase Order. If any change causes an increase or decrease in the price of, or the time required for, performing the Purchase Order, an equitable adjustment will be made in the Purchase Order price, delivery dates, or both, and Evans will provide a revised Quotation or Change Order for the adjustment.

8.0 Buyer Acceptance

8.1 Upon completion of the installation, the Buyer must arrange for the Buyer's representative to receive a product demonstration and training on the operation and maintenance of the installed Work.

8.2 Upon completion of the installation of the Work, a report will be produced by the Installer, and will be executed by the Buyer's representative signifying acceptance of the installed Work subject to the resolution of any damaged or deficient items. If the installation is not substantially completed, the final acceptance will be delayed until the resolution of all identified deficient or damaged items is complete. Signed acceptance including a punch list of any noted deficiencies and/or damages must be reported back to Evans corporate office within forty-eight (48) hours of installation completion. All Installers must provide a signed acceptance from the Buyer to Evans.

9.0 Evans Warranty

9.1 Unless otherwise stated in the quotation, Evans warrants that all the Work will be free from defects in materials and workmanship from the date of purchase. Terms of the warranty are as follows:

a. Lifetime warranty on all fixed structural frame components;
b. Lifetime warranty on all static exterior panels and work surface components parts; with five (5) years for labor;
c. Lifetime warranty on all adjustable, sliding or hinged mechanisms or parts; with five (5) years for labor;
d. Five (5) year warranty on the Evans branded E-Arm family;
e. Five (5) year warranty on electrical actuated lift columns;
f. Three (3) year product warranty on Evans' PowerLinc™ system;
g. Three (3) year product warranty on Evans' EnviroLinc™ system with Evans Ceramic heater;
h. Three (3) year product warranty on Evans' LumiLinc™ system;
i. Original Equipment Manufacturer (OEM) warranty on all third-party buyouts.

9.2 The warranty period will begin on the date the Work receives final acceptance from the Buyer at the Site in the form of a signed Project Completion Report (PCR). If the product goes into storage for more than three months, warranty period will start on the first day of the fourth month. If Evans is not providing installation services for the consoles, Evans' Lifetime Limited Warranty does not apply to damage resulting from improper installation. Notification of any defect or failure must be in writing to Evans within the applicable warranty period. If a written notice of a warranty claim is not delivered to Evans prior to the expiration of the relevant warranty period, Evans must not be obligated to provide any warranty for the Work.

9.3 If the Buyer executes an EvansCare Maintenance contract within one (1) year of project final acceptance, as long as the contract is maintained on an annual basis, Evans will provide a lifetime warranty on all elements of the Work. Failure to maintain an annual EvansCare Maintenance contract (with no breaks allowed) will revert warranty back to standard terms as outlined in clause 9.1.

9.4 At Evans' option, products will be repaired at the Site or, if deemed necessary, will be returned to Evans, with Evans being responsible for shipping and handling charges and insuring the shipment. Evans will return the repaired or replacement products to the Buyer via prepaid freight. If Evans does not accept a notice of defect or failure based on their sole discretion that the defect or failure was caused by causes or situations outlined in section 12.0 below, the decision is binding and final upon the Buyer.

9.5 The warranty periods must not be extended or modified due to any warranty claims, repairs, or replacements made under section 9.0.

9.6 This warranty does not cover damage due to external causes, including accident, abuse, problems with electrical power, improper application and misuse, installation by parties other than Installers, alterations, improper storage, servicing unauthorized by Evans, neglect, problems caused by the use of parts and components not supplied by Evans, or the effects of normal wear and tear.

9.7 The warranty on Evans Urethane Ergonomic Waterfall Nosing is void and unenforceable if any ammonia-based cleaners are used on the nosing and/or worksurface.

9.8 This warranty does not cover any consumable items such as, but not limited to, light bulbs, filters, and any third-party software.

9.9 The provision of installation labor is at the sole discretion of Evans, and is excluded on all buy-out products that are not directly incorporated into the design/manufacture of Evans' custom-fabricated products.

9.10 Rights and benefits of this section are given solely to the original Buyer of the Work and may not be transferred or assigned to a third party without the prior written consent of Evans.

9.11 a. All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of Texas and exclusive jurisdiction of the regional district courts of Texas, and the United States District Court for the Northern District of Texas, Fort Worth Division, as appropriate, must have exclusive jurisdiction regarding any related disputes.

b. All Purchase Orders entered into by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, must have exclusive jurisdiction regarding any related disputes.

10.0 Confidentiality

10.1 The Buyer agrees to maintain confidentiality with regard to confidential, and proprietary information, as well as all trade secrets and intellectual property disclosed or developed by Evans in connection with the Work or the Purchase Order, and must require the similar undertaking from any employees, subcontractors, representatives, or agents. Any drawings, plans, and data, furnished by Evans to the Buyer and all related technical and commercial information that the Buyer may receive in the course of the Purchase Order and the Work, must be confidential and must not be used for any purpose other than performing this contract. Such confidential information must not be reproduced or copied by the Buyer without Evans' written consent and must remain the sole property of Evans, even upon completion of the Work and Purchase Order.

11.0 Jurisdiction

11.1 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in the United States, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of Texas and exclusive jurisdiction of the regional district courts of Texas, and the United States District Court for the Northern District of Texas, Fort Worth Division, as appropriate, must have exclusive jurisdiction regarding any related disputes.

11.2 All Purchase Orders entered by a Buyer residing primarily, or having head offices, in Canada or any other country internationally, regardless of its place of negotiation, execution, or performance, must be governed by and subject to the laws of the Province of Alberta and of Canada applicable therein, and exclusive jurisdiction of the courts of Calgary, Alberta, as appropriate, must have exclusive jurisdiction regarding any related disputes.

12.0 Limitation of Liability

12.1 The parties agree to indemnify and hold harmless the other party from any and all claims for damage, loss, injury, or expense, including reasonable attorney fees, to any property or persons, arising out of, or in any way incidental to the negligent performance of their respective obligations under the Purchase Order or by anyone for whom they are in law responsible.

12.2 Evans does not provide professional architectural, electrical engineering, mechanical engineering, or structural engineering services. Evans must be held harmless for such work based on design recommendations provided by the Buyer or Buyer's representatives during the course of the Purchase Order.

12.3 EVANS IS NOT LIABLE FOR ANY LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES FROM BUSINESS INTERRUPTION, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR LOSS OF USE OF ANY PROPERTY OR CAPITAL) EVEN IF ADVISED, OR OTHERWISE AWARE, OF THE POSSIBILITY OF ANY SUCH DAMAGES. THE EXCLUSION OF SUCH DAMAGES IS INDEPENDENT OF, AND WILL SURVIVE, ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY UNDER THESE TERMS AND CONDITIONS. IN NO EVENT MUST Evans' LIABILITY EXCEED THE VALUE OF THE PURCHASE ORDER.

13.0 Force Majeure

13.1 If, by reason of a Force Majeure, either party hereto must be rendered unable wholly or in part to carry out its obligations under the Purchase Order, then such party must give notice and full particulars of such Force Majeure in writing to the other party within a reasonable period of time. Upon such notice, the obligations of the party giving such notice, so far as it is affected by such Force Majeure, must be suspended during the continuance of the event then claimed, and such party must endeavor to remove or overcome such inability with all reasonable diligence. The term Force Majeure as employed herein, must mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, insurrection, riots, epidemics, landslides, lightning storms, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, or any other causes not reasonable within the control of the party claiming the Force Majeure.

13.2 Each party must take all commercially reasonable steps to mitigate any loss or damages as a result of the Force Majeure.

13.3 The Buyer must pay for the portion of the Work completed and/or delivered up until the point of delay by Force Majeure.

14.0 Termination

14.1 If the Buyer is in material breach of the Purchase Order and fails to remedy the breach within ten (10) days of written notice of the breach, Evans may terminate this Purchase Order at their sole discretion. If the material breach continues, Evans may terminate this Purchase Order and the Buyer will be responsible for any costs incurred by Evans in their performance under the Purchase Order to the date of termination.

14.2 The solvent party may terminate this Purchase Order upon written notice if the other party commits an act of insolvency or the Buyer is unable to produce satisfactory evidence of solvency at the request of Evans.

15.0 Waiver

15.1 The failure of either party to enforce at any time any of the provisions of the Purchase Order will not be construed to be a continuing waiver of those provisions, nor will any such failure prejudice the right of the party to take any action in the future to enforce any provision.

16.0 Survival and Severability

16.1 All provisions of these terms and conditions which by their nature should apply beyond its term will remain in force after any termination or expiration of the Purchase Order, including but not limited to sections 9.0, 10.0, 11.0, 12.0, 15.0, and 17.0.

16.2 If any provision of these Terms and Conditions are held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, that provision will be severed from these Terms and Conditions and the Purchase Order and the remaining provisions will remain in full force and effect.

17.0 Duties

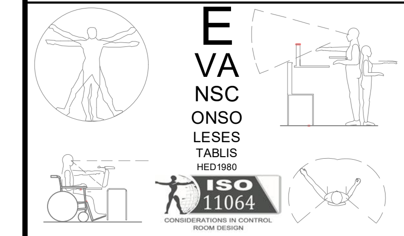
17.1 Notwithstanding anything to the contrary contained in the Quotation, the Buyer and EVANS acknowledge and agree that the price does not include any duties, tariffs, levies, import charges or assessments levied or imposed by the relevant Government authorities upon the importation of the goods or services described in the Quotation. Any such duties, levies, import charges or assessments as are levied or imposed at any time hereafter by the Government upon the importation shall be paid by in whole by the Buyer. If such duties, levies, import charges or assessments are paid by EVANS, they shall be reimbursed by the Buyer to EVANS upon invoice thereof. The price set forth in the Quotation for the Work includes all transportation, carriage and insurance from EVANS' manufacturing facilities to the designated place or places for delivery specified in the Quotation.

Rev. April, 2025

NOTE : COLORS SHOWN ARE REPRESENTATIONAL AND MAY VARY ON FINISHED PRODUCT.
COLOR SAMPLES ARE AVAILABLE IF REQUIRED FOR FINAL APPROVAL.

PRODUCT

RESPONSE NEXTGEN



PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

ONLY PRODUCTS / PROJECTS IDENTIFIED AS SUCH ARE FSC® CERTIFIED

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DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS

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REV	COMMENT	DATE	BY
F	SIXTH RELEASE	8/11/2025	AY
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D	FOURTH RELEASE	5/15/2025	AY
C	THIRD RELEASE	4/27/2025	AY
B	SECOND RELEASE	4/17/2025	YJ
A	FIRST RELEASE	4/7/2025	DL

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

OAK PARK PUBLIC SAFETY DISPATCH

LOCATION: OAK PARK, MICHIGAN

DRAWING

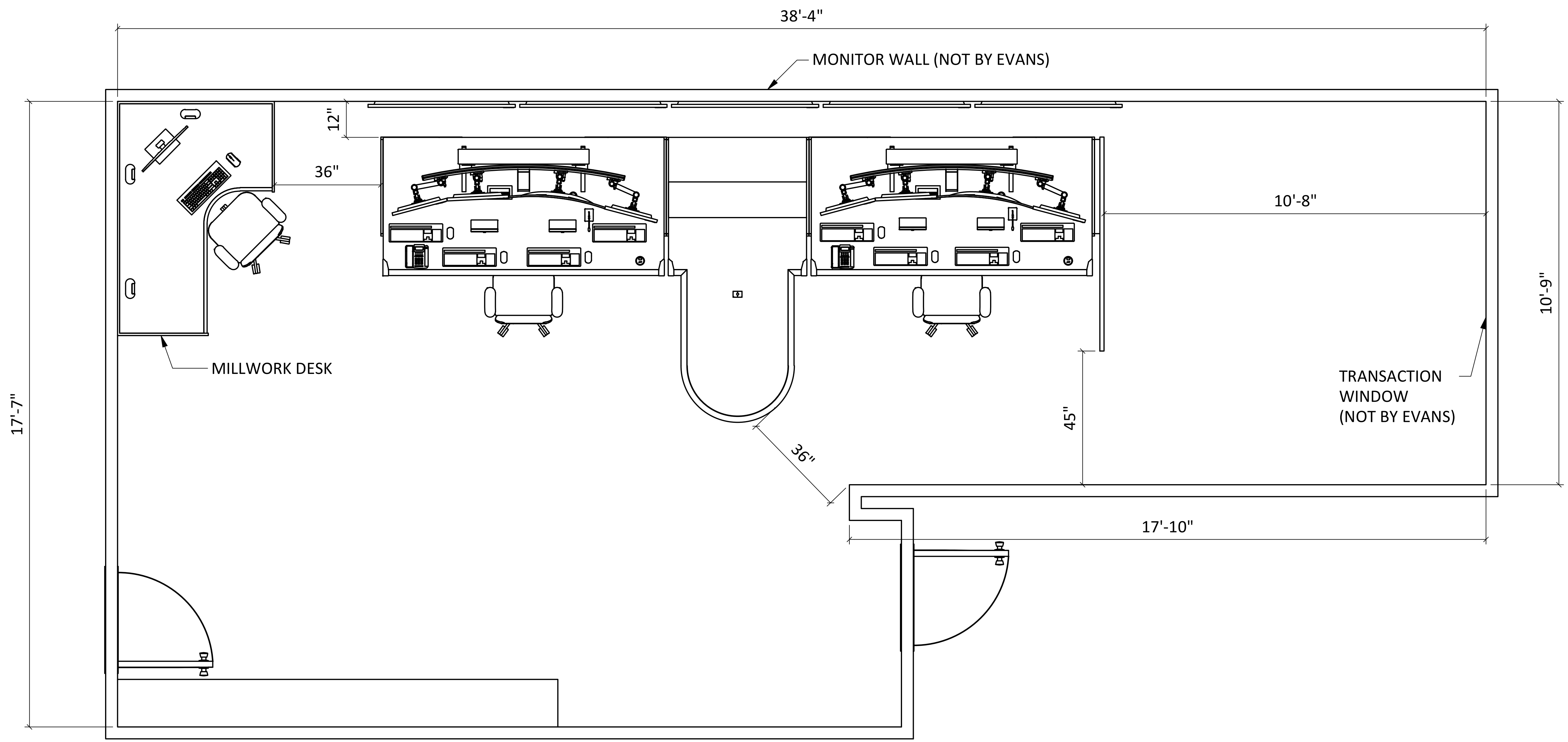
ROOM RENDERING

DATE	DRAWING NUMBER	REV
8/11/2025	1 OF 10	F
SCALE AS SHOWN		

EVANS PROJECT NUMBER

25-0106-301

NOTE: THE FLOOR PLAN WAS DERIVED FROM A SCANNED/PDF LAYOUT. DIMENSIONS MAY HAVE DISCREPANCY FROM ACTUAL MEASUREMENTS AND EVANS HIGHLY RECOMMENDS THAT THE CLIENT CAREFULLY REVIEW ALL DIMENSIONS REFLECTED HEREIN.



ROOM LAYOUT

SCALE : NTS

THE ROOM DIMENSIONS AND LAYOUT SHOWN ON THIS DRAWING HAVE BEEN PROVIDED TO EVANS. THIS CONSOLE DESIGN ASSUMES A MINIMUM 34 3/4" CLEAR PATH OF TRAVEL INTO THE CONTROL ROOM. EVANS HAS NOT PERFORMED A SITE INSPECTION TO VERIFY ROOM DIMENSIONS OR FLOOR PLAN LAYOUT. WE REQUEST THAT THE DIMENSIONS AND LAYOUT SHOWN ARE VERIFIED BY THE END USER PRIOR TO THE APPROVAL OF THIS DRAWING.

PRODUCT

RESPONSE NEXTGEN

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CLIENT / PROJECT

OAK PARK PUBLIC SAFETY DISPATCH

LOCATION: OAK PARK, MICHIGAN

DRAWING

ROOM LAYOUT

DATE 8/11/2025

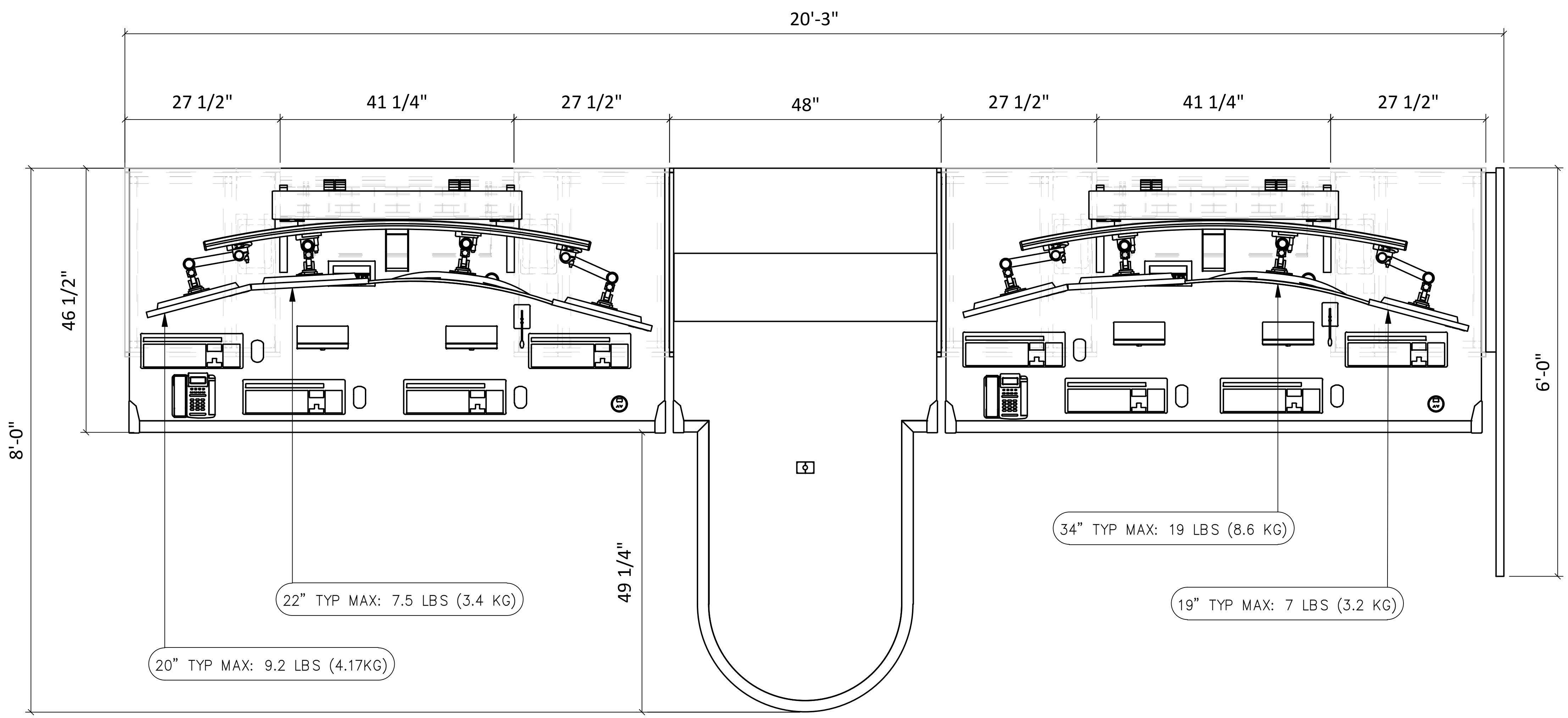
SCALE AS SHOWN

DRAWING NUMBER 2 OF 10

REV F

EVANS PROJECT NUMBER

25-0106-301



CONSOLE PLAN - 1 REQ

SCALE 1/2" = 1'-0"

COMBINED POWER DRAW

DISCLAIMER	POWER DRAW
THIS CONSOLE CONTAINS ELECTRICAL COMPONENTS OTHER THAN CLIENT INSTALLED DEVICES. THESE COMPONENTS HAVE A COMBINED POWER DRAW RATING REQUIRED TO FUNCTION AS DESIGNED. VARIANCES IN POWER DRAW CANNOT BE ENTIRELY PREDICTED DUE TO UNCONTROLLED CHANGES IN CLIENT LOADS. ENSURE LOCAL ELECTRICAL CODES PERTAINING TO POWER DISTRIBUTION ARE FOLLOWED WHEN ADDING LOADS TO ANY CONNECTED CONSOLE CIRCUITS.	500 WATTS

PRODUCT

RESPONSE NEXTGEN

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REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

OAK PARK PUBLIC SAFETY DISPATCH

LOCATION: OAK PARK, MICHIGAN

DRAWING

CONSOLE PLAN

DATE 8/11/2025

SCALE AS SHOWN

DRAWING NUMBER 3 OF 10

REV F

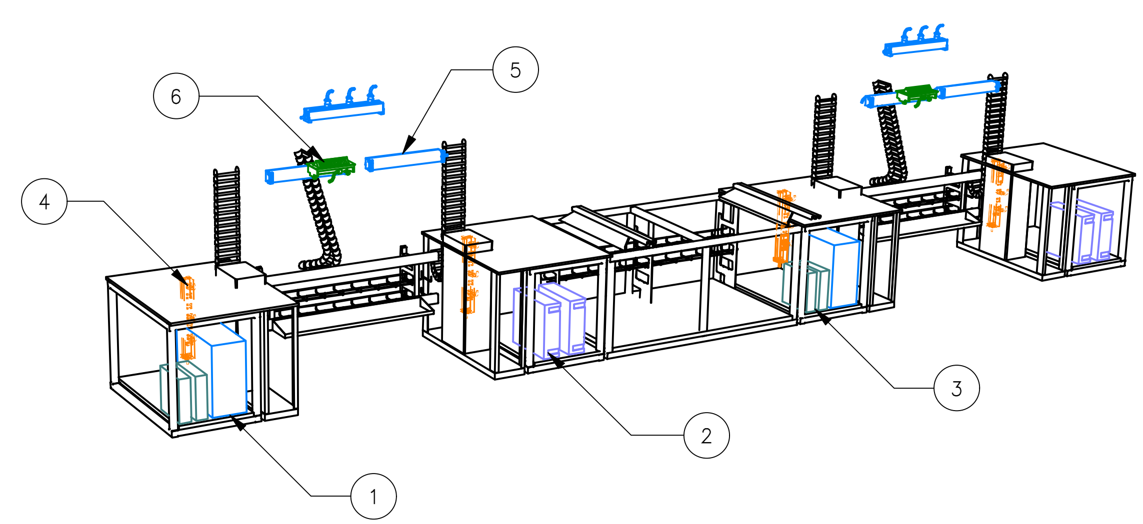
EVANS PROJECT NUMBER

25-0106-301

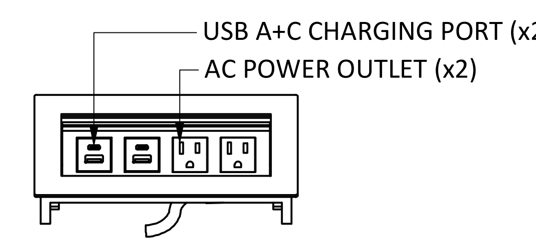
CONSOLE PERSPECTIVE

LEGEND

ITEM	QTY	DESCRIPTION
1	2	DELL OPTIPLEX 7020 DESKTOP PC (NOT BY EVANS)(MAX DIM W 6.9 in x D 16.4 in x H 14.2 in)
2	4	DELL OPTIPLEX 7020 DESKTOP PC, MAX DIM : 6.9" W x 16.4" D x 14.2" H (NOT BY EVANS)
3	4	HP Z MINI PC, MAX EQ : 2.3" W x 8.75" H x 8.75" D (NOT BY EVANS)
4	4	NORTH AMERICA POWER BAR; 120V/15A, 6 OUTLETS, 6' POWER CORD, CSA/UL
5	6	NORTH AMERICA POWER BAR; 120V/15A, 8 OUTLETS, 15' POWER CORD, CSA/UL
6	2	DESKTOP POWER GROMMET; 2 POWER RECEPTACLES (NEMA 5-15), 2 USB A+C CHARGING, 180" CORD, BLACK
7	2	UNITY ARM 2.5 LEVEL 4; AUTOMATED HEIGHT ADJUSTMENT AND MANUAL FOCAL ADJUSTMENT, MAX EQ: 120 LBS (54.4 KG), THIS SUPERSEDES THE MAXIMUM E-ARM LOAD
8	4	SLATWALL/SLATRAIL DOUBLE TIER KNUCKLE ONLY MONITOR ARM MAX EQ: 40 LBS (18.1 KG) VESA MOUNT: 75X75, 100X100 BLACK
9	4	SLATWALL/ SLATRAIL SINGLE TIER SINGLE LINK MONITOR ARM MAX EQ: 40 LBS (18.1 KG) VESA MOUNT: 75X75, 100X100 BLACK
10	6 LN.FT	PRIVACY PARTITION PANEL
11	1	MILLWORK STORAGE PENINSULA (SEE DETAILS)



BASE EQUIPMENT



GROMMET DETAILS

COMBINED POWER DRAW

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PRODUCT
RESPONSE NEXTGEN

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REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

OAK PARK PUBLIC SAFETY DISPATCH

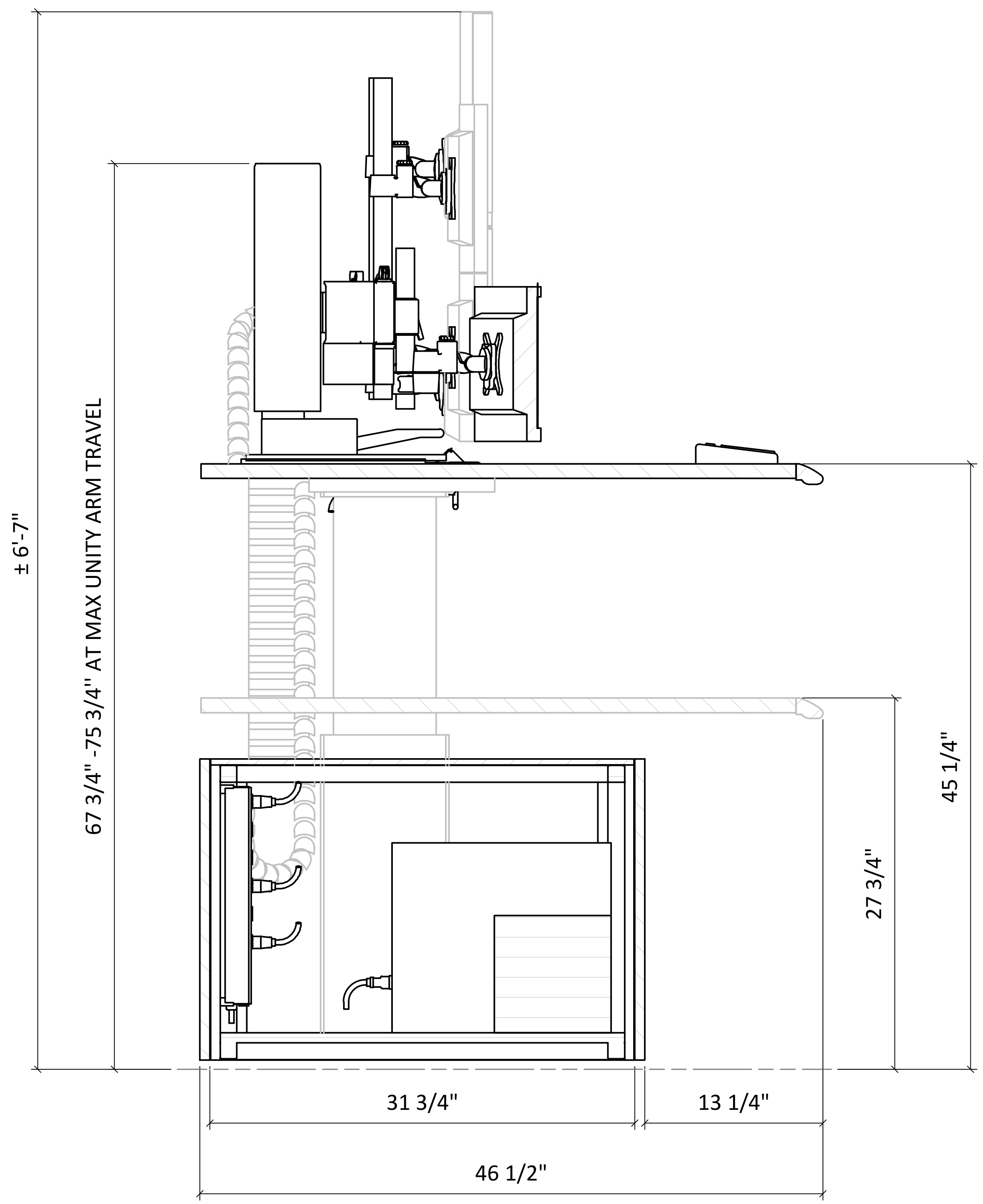
LOCATION: OAK PARK, MICHIGAN

DRAWING

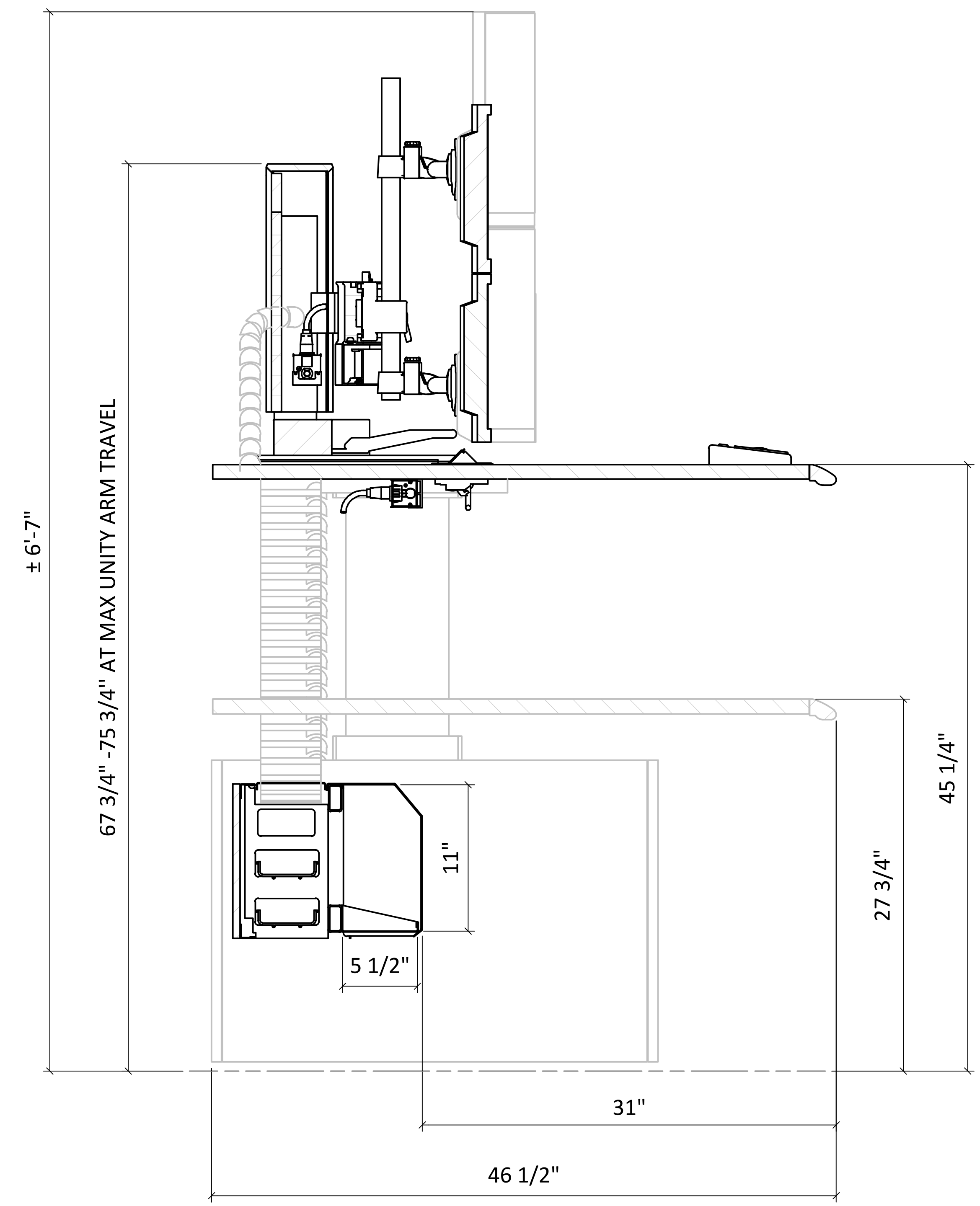
CONSOLE DETAILS

DATE 8/11/2025
SCALE AS SHOWN
DRAWING NUMBER 4 OF 10
REV F

EVANS PROJECT NUMBER
25-0106-301



SECTION AT FULL DEPTH ENCLOSURE
SCALE 1" = 1'-0"



SECTION AT TECH BRIDGE
SCALE 1" = 1'-0"

PRODUCT
RESPONSE NEXTGEN

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

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REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT
OAK PARK PUBLIC SAFETY DISPATCH

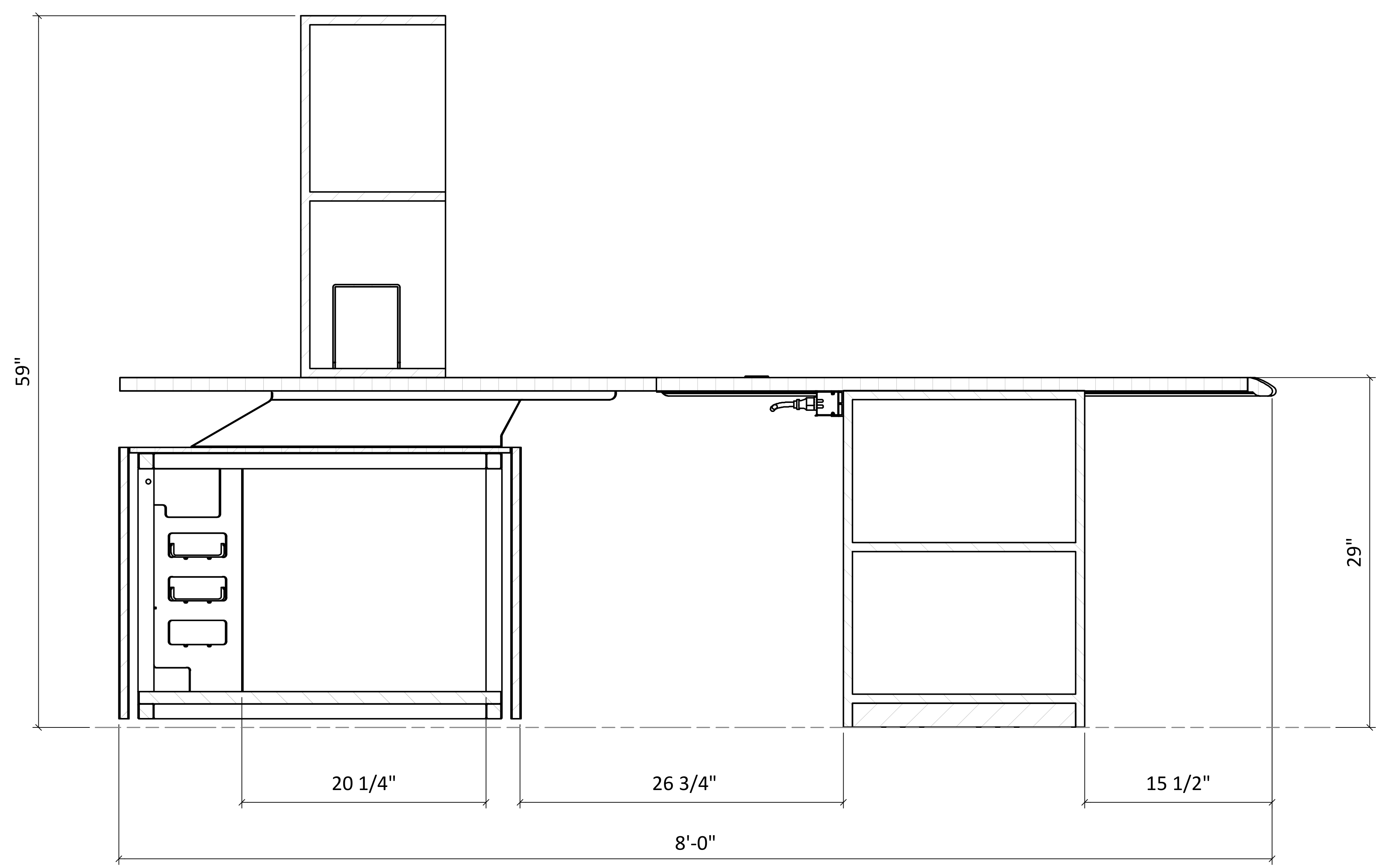
LOCATION: OAK PARK, MICHIGAN

DRAWING
CONSOLE SECTION

DATE 8/11/2025
SCALE AS SHOWN
DRAWING NUMBER 5 OF 10
REV F

EVANS PROJECT NUMBER
25-0106-301

NOTE : CEILING HEIGHT CONFIRMED TO BE 9 FT



BRIDGE SECTION
SCALE 1" = 1'-0"

PRODUCT
RESPONSE NEXTGEN

ISO 11064
CONSIDERATIONS IN CONTROL ROOM DESIGN

GREENGUARD
PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

FSC
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intertek intertek intertek
ANAB ACCREDITED MANAGEMENT SYSTEMS CERTIFICATION BODY

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REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT
OAK PARK PUBLIC SAFETY DISPATCH

LOCATION: OAK PARK, MICHIGAN

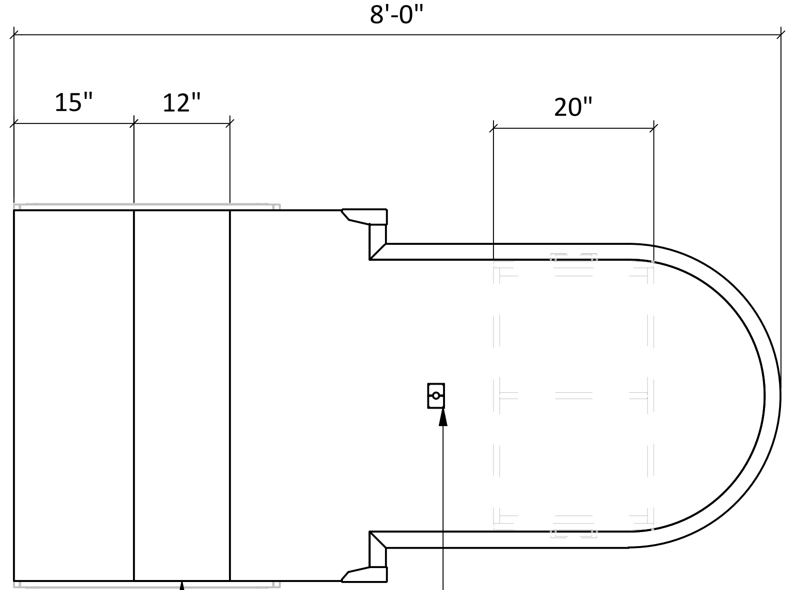
DRAWING
BRIDGE SECTION OPTIONS

DATE 8/11/2025
SCALE AS SHOWN
DRAWING NUMBER 6 OF 10
REV F

EVANS PROJECT NUMBER
25-0106-301

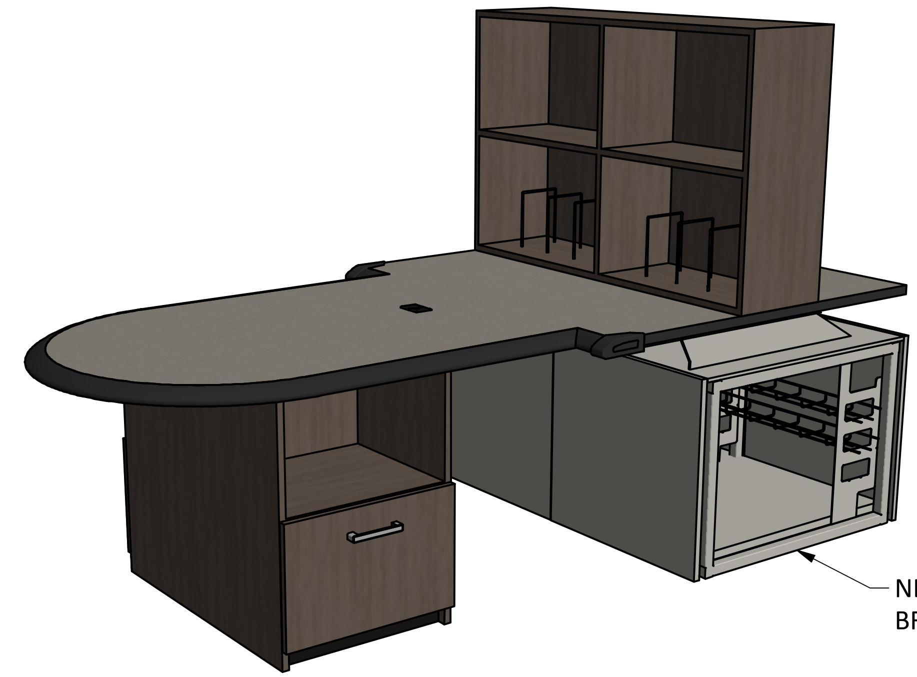
LEGEND		
ITEM	QTY	DESCRIPTION
1	1	NORTH AMERICA POWER BAR; 120V/15A, 6 OUTLETS, 6' POWER CORD, CSA/UL

NOTE : FILE STORAGE ASSUMES A4 SIZED STORAGE REQUIREMNETS

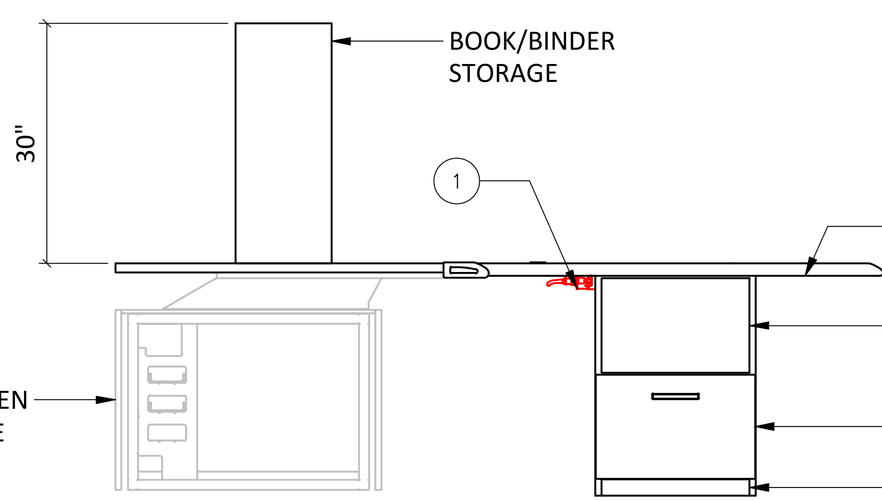


MILLWORK PLAN - QTY:1

SCALE 1/2" = 1'-0"

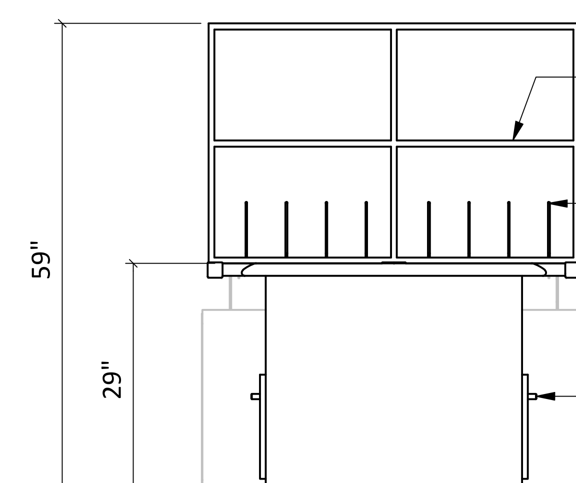


MILLWORK PERSPECTIVE



SIDE ELEVATION

SCALE 1/2" = 1'-0"



END ELEVATION

SCALE 1/2" = 1'-0"

PRODUCT

MILLWORK

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EVANS

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REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT

OAK PARK PUBLIC SAFETY DISPATCH

LOCATION: OAK PARK, MICHIGAN

DRAWING

MILLWORK STORAGE PENINSULA DETAILS

DATE 8/11/2025

SCALE AS SHOWN

DRAWING NUMBER 7 OF 10

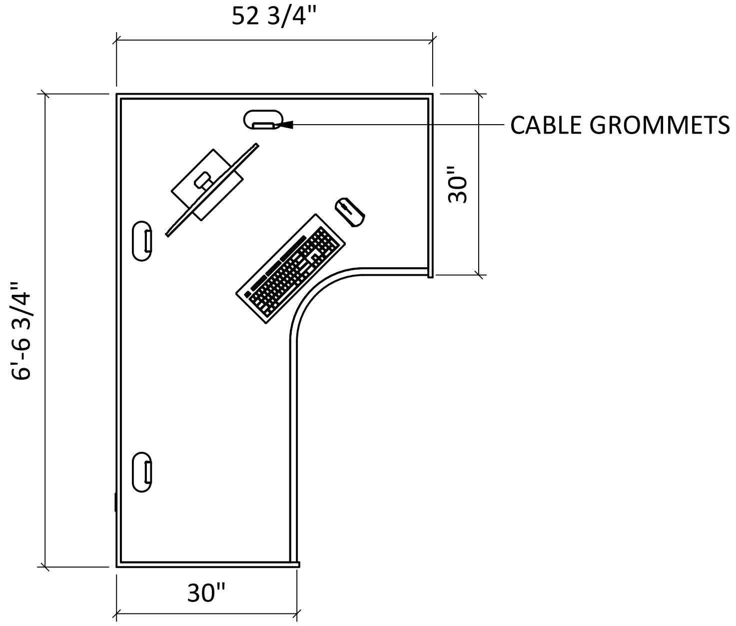
REV F

EVANS PROJECT NUMBER

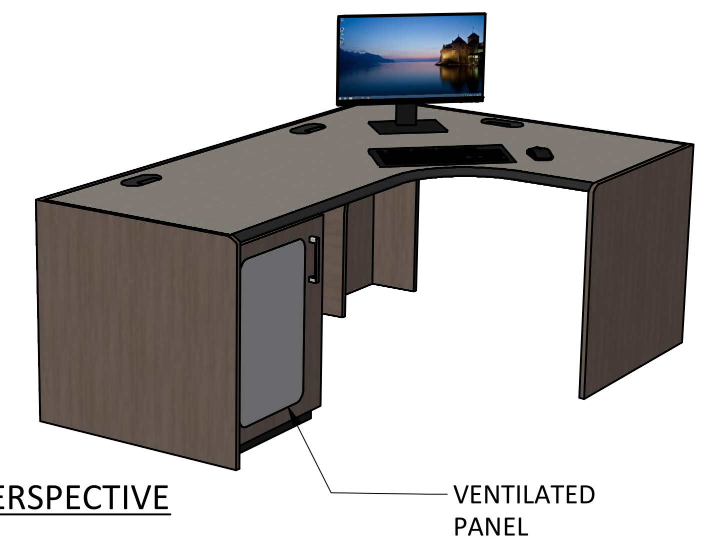
25-0106-301

LEGEND

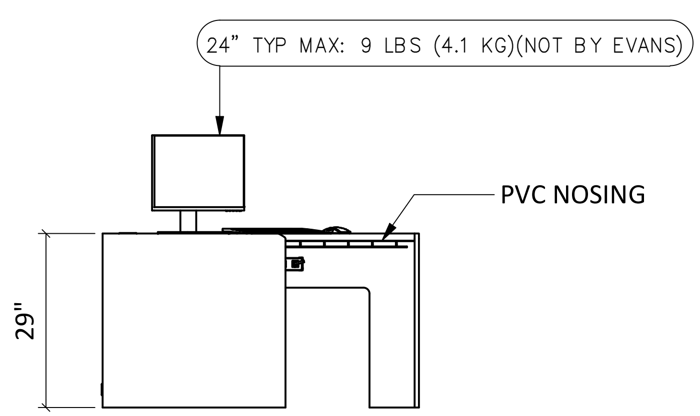
ITEM	QTY	DESCRIPTION
1	2	NORTH AMERICA POWER BAR; 120V/15A, 6 OUTLETS, 6' POWER CORD, CSA/UL
2	2	HP MINI PC(NOT BY EVANS)
3	1	FAN W/ FINGER GUARD AND POWER SUPPLY



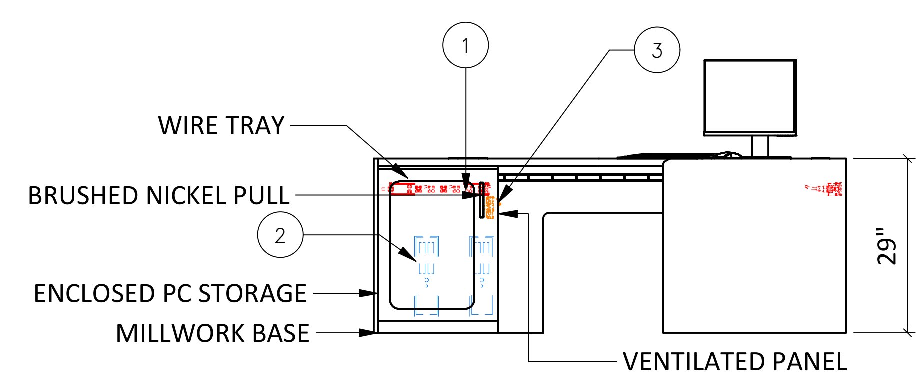
MILLWORK PLAN - QTY:1
SCALE 3/8" = 1'-0"



PERSPECTIVE



FRONT ELEVATION
SCALE 3/8" = 1'-0"



SIDE ELEVATION
SCALE 3/8" = 1'-0"

PRODUCT
MILLWORK

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

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REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

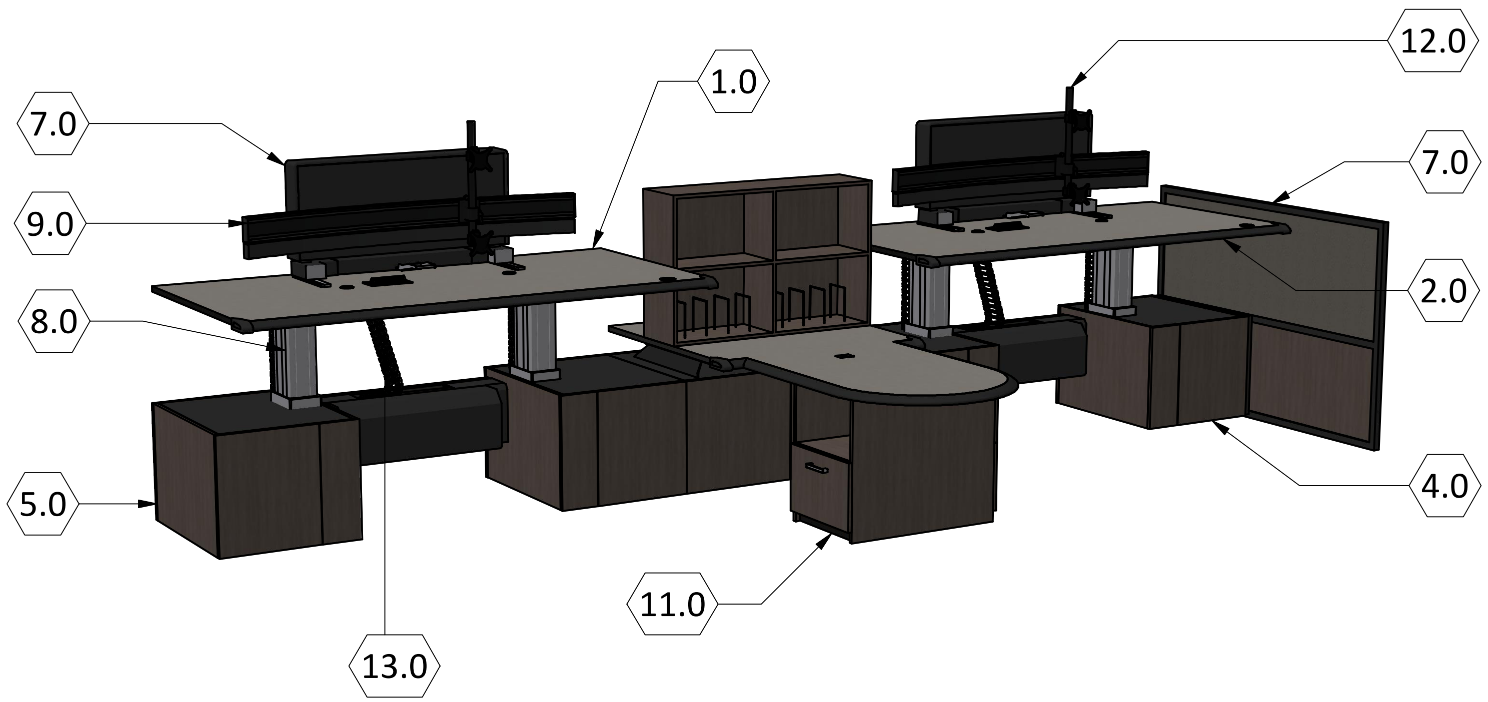
CLIENT / PROJECT
OAK PARK PUBLIC SAFETY DISPATCH

LOCATION: OAK PARK, MICHIGAN

DRAWING
MILLWORK DESK DETAILS

DATE 8/11/2025
SCALE AS SHOWN
DRAWING NUMBER 8 OF 10
REV F

EVANS PROJECT NUMBER
25-0106-301

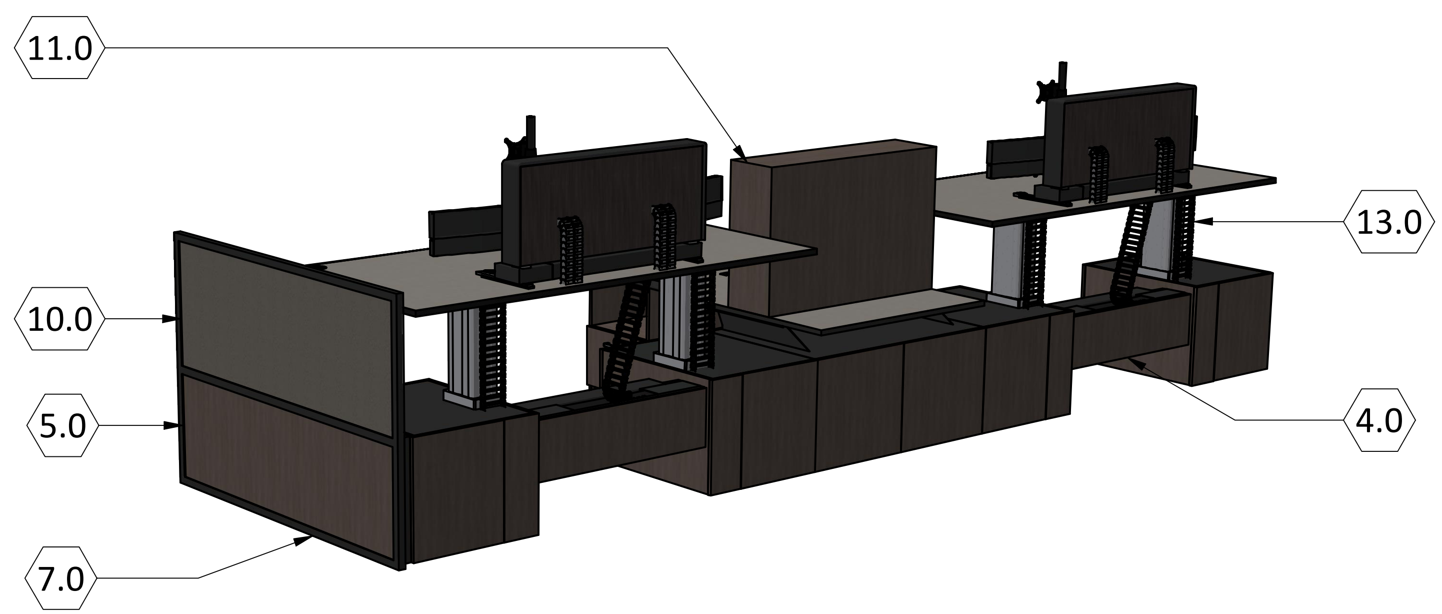


FINISH SCHEDULE

ITEM	NAME	SELECTED FINISH
1.0	WORK SURFACES	HPL - Wilsonart Oiled Soapstone 4882-38
2.0	WORK SURFACE NOSING	Black Soft Urethane
3.0	WORK SURFACE PVC EDGING	Black
4.0	FRONT & REAR PANELS	HPL - Wilsonart Phantom Charcoal 8214K-28
5.0	END PANELS	HPL - Wilsonart Phantom Charcoal 8214K-28
6.0	PANELS PVC EDGING	Phantom Charcoal PVC
7.0	EXTERNAL METAL SURFACES	XP Black Sandtex
8.0	LIFT COLUMNS	Silver
9.0	SLATRAIL INSERT	HPL - Wilsonart Black 1595-60
10.0	FABRIC PANELS	Anchorage 2335 - Goose 2049
11.0	MILLWORK	HPL - Wilsonart Phantom Charcoal 8214K-28
11.1	MILLWORK BASE	Black
12.0	E-ARMS	Black
13.0	E-CHAINS	Black
NOTE:	INTERNAL FRAME AND ACCESSORIES	XP Black Sandtex & Natural Aluminum

NOTE : ALL REFERENCED CONSOLE ELECTRICAL COMPONENTS ARE RECOGNIZED FOR USE IN ASSEMBLIES UNDER NRTL STANDARDS. A QUOTE FOR COMPLETE ASSEMBLY CERTIFICATION IS AVAILABLE UPON REQUEST.

ELECTRICAL COMPONENTS ARE BASED ON:
120V/60Hz
TYPE: NEMA 5-15



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PRODUCT
RESPONSE NEXTGEN

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EVANS
DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS

GENERAL NOTES:
- **DO NOT SCALE DRAWINGS**
- ALL ELECTRONIC EQUIPMENT IS SHOWN FOR REPRESENTATIONAL PURPOSES ONLY AND IS TO BE PROVIDED BY OTHERS UNLESS SPECIFIED OTHERWISE.
- DIMENSIONS SHOWN HAVE A CONSTRUCTION TOLERANCE OF ±1/16" PER 2 LINEAR FEET OF CONSOLE PRODUCT.

REV	COMMENT	DATE	BY
F	SIXTH RELEASE	8/11/2025	AY
E	FIFTH RELEASE	7/16/2025	SA
B	SECOND RELEASE	4/17/2025	YJ
D	FOURTH RELEASE	5/15/2025	AY
C	THIRD RELEASE	4/27/2025	AY
A	FIRST RELEASE	4/7/2025	DL

REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

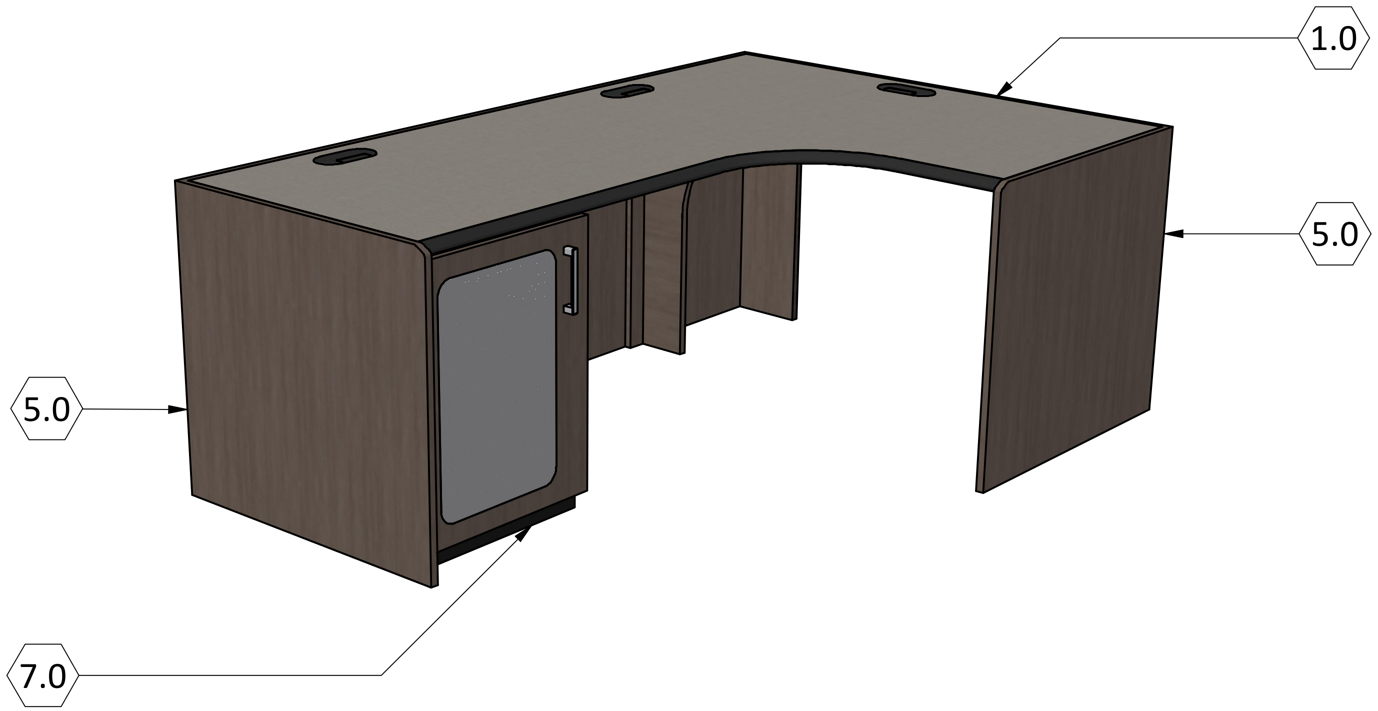
CLIENT / PROJECT
OAK PARK PUBLIC SAFETY DISPATCH

LOCATION: OAK PARK, MICHIGAN

DRAWING
FINISH SCHEDULE 1

DATE 8/11/2025
SCALE AS SHOWN
DRAWING NUMBER 9 OF 10
REV F

EVANS PROJECT NUMBER
25-0106-301



FINISH SCHEDULE

ITEM	NAME	SELECTED FINISH
1.0	WORK SURFACES	HPL - Wilsonart Oiled Soapstone 4882-38
2.0	WORK SURFACE NOSING	Black PVC
3.0	WORK SURFACE PVC EDGING	Black
4.0	FRONT & REAR PANELS	HPL - Wilsonart Phantom Charcoal 8214K-28
5.0	END PANELS	HPL - Wilsonart Phantom Charcoal 8214K-28
6.0	PANELS PVC EDGING	Phantom Charcoal PVC
7.0	MILLWORK BASE	Black

ALL REFERENCED CONSOLE ELECTRICAL COMPONENTS ARE RECOGNIZED FOR USE IN ASSEMBLIES UNDER NRTL STANDARDS. A QUOTE FOR COMPLETE ASSEMBLY CERTIFICATION IS AVAILABLE UPON REQUEST.

ELECTRICAL COMPONENTS ARE BASED ON:
120V/60Hz
TYPE: NEMA 5-15

COLORS SHOWN ARE REPRESENTATIONAL AND MAY VARY ON FINISHED PRODUCT.
COLOR SAMPLES ARE AVAILABLE IF REQUIRED FOR FINAL APPROVAL.

PRODUCT: MILLWORK

PRODUCT CERTIFIED FOR LOW CHEMICAL EMISSIONS: UL.COM/GG UL 2818

www.evansonline.com
EVANS
DESIGNS & EQUIPS MISSION CRITICAL OPERATIONS

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REVISION HISTORY

CLIENT APPROVAL FOR PRODUCTION

SIGNATURE / DATE

CLIENT / PROJECT: OAK PARK PUBLIC SAFETY DISPATCH

LOCATION: OAK PARK, MICHIGAN

DRAWING: FINISH SCHEDULE 2

DATE: 8/11/2025
SCALE: AS SHOWN
DRAWING NUMBER: 10 OF 10
REV: F

EVANS PROJECT NUMBER: 25-0106-301

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, December 13th, 2021

Evans Consoles Incorporated
ATTN: Richard Game
1577 Spring Hill Road, Suite 110
Vienna, VA 22182

Dear Richard:

Region XIV Education Service Center is happy to announce that Evans Consoles Incorporated has been awarded an annual contract for Control Room Console Solutions based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on December 31st, 2024. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and Evans Consoles Incorporated.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

CITY OF OAK PARK, MI
STAFF REPORT

9.D.1

AGENDA FOR: October 9, 2025

SUBJECT: Payment request and Change Order No. 2 from Neumann Smith Architecture for Architectural Services on the Event Hub Project for the total amount of $16,841.13 and $10,500.00 respectively.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Attached is an invoice (No. 19) and Change Order No. 2 from Neumann Smith Architecture for the Event Hub Project. Change Order No. 2 is for contracted Civil Engineering work that was required as part of this project. Construction is ongoing with plans to have the building enclosed by winter.

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

Project	This Period	Prior Billings	Contract Remaining	Current Contract	Account Number
Event Hub	$11,431.13	$305,130.14	$31,428.73	$348,000.00	405-18.447-970.204
Municipal Services	$0.00	$8,914.75	$40,610.25	$49,525.00	101-16-401-970
Project Reimbursables	$0.00	$1,964.58	$535.42	$2,500.00	405-18.447-970.204
BABA Review	$0.00	$40,800.00	$0.00	$40,800.00	405-18.447-970.204
Civil Engineering Changes	$5,410.00	$0.00	$5,090.00	$10,500.00	405-18.447-970.204
Totals:	**$16,841.13**	**$356,809.47**	**$77,674.40**	**$451,325.00**	

RECOMMENDED ACTION: It is recommended that the attached invoice (No. 19) and Change Order No. 2 from Neumann Smith Architecture for the Event Hub Project be approved for the total amount of $16,841.13 and $10,500.00 respectively. Funding is available in the Event Hub Construction Fund.

EXHIBITS:

1. NS Invoice 19 with Change Order

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 1215974
Date 10/01/2025

Project 2023087 Oak Park Event Hub/Community Center

Services Rendered Through 09/24/2025

Description		Fee	% Complete	Prior Invoiced	Current Fee
Oak Park Event Hub					
Schematic Design		52,200.00	100.00	52,200.00	0.00
Design Development		69,600.00	100.00	69,600.00	0.00
Construction Documents		139,200.00	100.00	139,200.00	0.00
Bidding		8,700.00	100.00	8,700.00	0.00
Construction Administration		69,600.00	67.33	35,430.14	11,431.13
Closeout		8,700.00	0.00	0.00	0.00
	Subtotal	348,000.00	90.97	305,130.14	11,431.13
Oak Park Municipal Offices					
Schematic Design		7,425.00	100.00	7,425.00	0.00
Design Development		9,900.00	15.05	1,489.75	0.00
Construction Documents		19,800.00	0.00	0.00	0.00
Bidding		1,250.00	0.00	0.00	0.00
Construction Administration		9,900.00	0.00	0.00	0.00
Closeout		1,250.00	0.00	0.00	0.00
	Subtotal	49,525.00	18.00	8,914.75	0.00
Reimbursables		2,500.00	78.58	1,964.58	0.00
ASR #2 - BABA					
Architectural		16,500.00	100.00	16,500.00	0.00
MEP		17,300.00	100.00	17,300.00	0.00
Structural		7,000.00	100.00	7,000.00	0.00
	Subtotal	40,800.00	100.00	40,800.00	0.00
ASR #3 - Additional Civil Engingeering					
N/S CA & Coodination		1,500.00	0.00	0.00	0.00
Civil Engineering		9,000.00	60.11	0.00	5,410.00
	Subtotal	10,500.00	51.52	0.00	5,410.00
Change Order No. 2	Total	451,325.00	82.79	356,809.47	16,841.13

Invoice total **16,841.13**

NEUMANN SMITH architecture
SOUTHFIELD • DETROIT

City of Oak Park
Project 2023087 Oak Park Event Hub/Community Center

Invoice number 1215974
Date 10/01/2025

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
1215974	10/01/2025	16,841.13	16,841.13				
	Total	16,841.13	16,841.13	0.00	0.00	0.00	0.00

INVOICE

SPALDING DEDECKER

Excellence since 1954

September 19, 2025
Project No: NP25098.0T
Invoice No: 00105145

Neumann Smith Architecture
Attn: Gene Carroll
400 Galleria Officentre
Suite 555
Southfield, MI 48034

Project NP25098.0T Oak Park Event Hub - Civil Assistance

Email invoices to: GCarroll@neumannsmith.com

Professional Services from June 30, 2025 to August 24, 2025

Task 503 Design Modifications

Professional Personnel

	Hours	Rate	Amount	
Project Executive	9.00	230.00	2,070.00	
Designer	14.00	120.00	1,680.00	
Totals	23.00		3,750.00	
Total Labor				**3,750.00**
		Total this Task		**$3,750.00**

Task 505 Construction Phase Assistance

Professional Personnel

	Hours	Rate	Amount	
Project Executive	2.00	230.00	460.00	
Designer	10.00	120.00	1,200.00	
Totals	12.00		1,660.00	
Total Labor				**1,660.00**
		Total this Task		**$1,660.00**

Total this Invoice	**$5,410.00**

INITIAL TJS

Net 30 Days

CITY OF OAK PARK, MI
STAFF REPORT

10.A

AGENDA FOR: October 9, 2025

SUBJECT: Public hearing and adoption of Special Assessment Resolutions to confirm the rolls and set the due date of November 11, 2025 together with penalty of ten percent (10%) for Special Assessment Districts #725 - Delinquent Utilities, #726 - False Alarms, #727 - Miscellaneous Concrete Replacement, #728 - Property Blight and #729 - Sidewalk Replacement.

DEPARTMENT: Finance/Assessing

FROM: Steve Lukasik, Deputy Treasurer

SUMMARY: At the council meeting of September 15, 2025, City Council adopted Special Assessment Resolution No. 8, establishing October 9, 2025, as the date for the public hearing on the rolls of Special Assessment Districts #725 - Delinquent Utilities, #726 - False Alarms, #727 - Miscellaneous Concrete Replacement, #728 - Property Blight and #729 - Sidewalk Replacement.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: To adopt Special Assessment Resolution No. 9 to confirm the rolls, and Special Assessment Resolution No. 10, setting the due date of November 11, 2025, together with penalty of ten percent (10%) for Special Assessment Districts #725 - Delinquent Utilities, #726 - False Alarms, #727 - Miscellaneous Concrete Replacement, #728 - Property Blight and #729 – Sidewalk Replacement.

EXHIBITS:

1. Resolution 9 and 10

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 9

Meeting of the City Council October 9, 2025: The Mayor announced that this was the time set to review the Special Assessment Rolls as prepared and revised by the City Assessor for expenses incurred on private premises for Districts #725 - Delinquent Utilities, #726 - False Alarms, #727 – Miscellaneous Concrete Replacement, #728 - Property Blight and #729 – Sidewalk Replacement.

The Clerk announced that the following written objections had been filed:

Objections were received at the public hearing as follows:

The following exceptions were made to Special Assessment Rolls:

The following resolution was offered by ___________, and supported by___________:

BE IT RESOLVED that Special Assessment Rolls #725, #726, #727, #728 and #729 as prepared and revised by the City Assessor, are hereby confirmed.

ROLL CALL VOTE: Yes:
No:
Absent:

MOTION DECLARED ADOPTED

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular Meeting of the Council of said City held on October 9, 2025, insofar as said proceedings relate to the Special Assessment Districts as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 9th day of October, 2025.

____
T. Edwin Norris, City Clerk

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 10

At a Regular Meeting of the City Council of the City of Oak Park, held the 9th day of October, 2025, at 7:00 P.M., at the City Hall, 14000 Oak Park Boulevard, in said City.

PRESENT:

ABSENT:

The following preamble and resolution was offered by __________, and supported by ____________:

WHEREAS, by resolution adopted October 9, 2025, Special Assessment Rolls #725, #726, #727, #728 and #729 were confirmed by City Council.

NOW, THEREFORE, BE IT RESOLVED THAT: Said Special Assessment Rolls shall be due in one (1) installment payable on November 11, 2025, in full, together with penalty of ten percent (10%).

BE IT FURTHER RESOLVED THAT: An unpaid installment of said Special Assessment Roll shall bear penalty at an annual rate of five percent (5%) after due date November 11, 2025.

ROLL CALL VOTE: Yes:
No:
Absent:

MOTION DECLARED ADOPTED

STATE OF MICHIGAN)
)§
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular meeting of the Council of said City held on October 9, 2025, insofar as said proceedings relate to the Special Assessment Districts as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF I have hereunto set my official signature the 9th day of October, 2025.

____
T. Edwin Norris, City Clerk