The City of Ferndale

Agenda
City Council Meeting
MONDAY, NOVEMBER 23, 2026 @ 7:00 PM
City Hall, 300 E 9 Mile, Ferndale, MI 48220

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1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. APPROVAL OF AGENDA

4. PRESENTATION

4.A Tribute for 10th Anniversary of Jewish Ferndale, Presented by State Senator Mallory McMorrow

4.B Recognition of Public Service of State Senator Mallory McMorrow

4.C Ferndale Community Foundation & Ferndale Pride Grant Award

4.D 2026 Lead Service Line Replacement Program Update and 2027 DWSRF Funding

4.E EMS+ Program Presentation

5. CALL TO AUDIENCE Strict half-hour; excess of half-hour immediately prior to Call to Council.
Please state your name and address.
Time Limitation for Public Comment - 3 minutes per speaker

6. PUBLIC HEARING - Time Limitation for Public Comment - 3 minutes per speaker

7. CONSENT AGENDA

7.A Approval of the November 09, 2026 and November 10, 2026 Meeting Minutes

7.B Approval of Resolution Honoring United States Senator Gary Peters

7.C Approval of the Listed Appointments and Reappointments to City Boards and Commissions

7.D Approval of the Updated CPARB Ordinance

7.E Approval to Renew a Pawnbroker's License for The Aubrey Group at 1461 E. Eight Mile Road and Approval of Two Surety Bonds each in the amount of $1,500

7.F Approval of the Agreement with Mannik & Smith Group, Inc., to Complete the Five-Year Parks

and Recreation Master Plan for 2027-2031.

7.G Approval of Amendment #5 to the Parking Services Management Agreement with Republic Services for a Three Year Term

7.H Approval of Strategic Planning Services with Bridgeport Consulting in the Amount of $13,250

7.I Approval of Payment to Hazel Park Schools in the Amount Totaling $13,407.67 for Transportation Services for the 2026 Summer Day Camp Program.

7.J Approval to Suspend Paid Parking Enforcement of the Downtown Parking System for Small Business Saturday on November 28, 2026

7.K Approval of Bills and Payrolls as Submitted by the Finance Director and Subject to Review by the Council Finance Committee

8. REGULAR AGENDA

8.A Responsible Contractor Ordinance

8.B Award of Credit Card Services to Huntington Bank

9. CALL TO COUNCIL

10. ADJOURNMENT

FERNDALE

November 23, 2026 City Clerk

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Dean Lent

SUBJECT: Tribute for 10th Anniversary of Jewish Ferndale, Presented by State Senator Mallory McMorrow

SUGGESTED ACTION
N/A

Item Background
In celebration of Jewish Ferndale's tenth anniversary, State Senator Mallory McMorrow will be presenting Rabbi Finman with a tribute to observe this milestone.

Previous Action

Strategic Goal

Budged Impact
N/A

Budget Amendment Required
false

GL#
N/A

CIP#
N/A

Staff Recommendation

ATTACHMENTS:

FERNDALE

November 23, 2026 City Clerk

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Dean Lent

SUBJECT: Recognition of Public Service of State Senator Mallory McMorrow

SUGGESTED ACTION
N/A

Item Background
Michigan State Senator Mallory McMorrow currently represents Michigan's 8th Senate District, which includes the entire City of Ferndale. Senator McMorrow serves as the Senate Majority Whip and also serves on various committees, including Elections & Ethics, Appropriations and the Joint Committee on Administrative Rules. Senator McMorrow will serve in her position through the remainder of the calendar year.

Previous Action

Strategic Goal

Budged Impact
N/A

Budget Amendment Required
false

GL#
N/A

CIP#
N/A

Staff Recommendation

ATTACHMENTS:

November 23, 2026 City Clerk

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Colleen O'Toole

SUBJECT: Ferndale Community Foundation & Ferndale Pride Grant Award

SUGGESTED ACTION
n/a

Item Background
The Ferndale Community Foundation will present its annual grant awards, with proceeds supported by the Ferndale Pride event.

Previous Action

Strategic Goal

Budged Impact
N/A

Budget Amendment Required
false

GL#
N/A

CIP#
N/A

Staff Recommendation

ATTACHMENTS:

FERNDALE

November 23, 2026 DPW

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: James Jameson

SUBJECT: 2026 Lead Service Line Replacement Program Update and 2027 DWSRF Funding

SUGGESTED ACTION
N/A

Item Background
DPW Director James Jameson and DPW Project Manager Jeffrey Weeks will co-present an update on the City's Lead Service Line Replacement (LSLR) Program.

The presentation will provide an overview of lead service line replacement and drinking water safety, summarize replacement progress through 2026, and review the remaining program costs and regulatory timeline.

Staff will also discuss the City's anticipated Drinking Water State Revolving Fund (DWSRF) financing, the financial benefits of the funding award, and the proposed accelerated replacement schedule for 2027 - 2030. The presentation will conclude with long-term program planning, upcoming milestones, and next steps.

This presentation is informational only. No Council action is requested at this time.

Previous Action
N/A

Strategic Goal
Supported Infrastructure

Budged Impact
N/A

Budget Amendment Required
false

GL#
592-000-977.000

CIP#
817

Staff Recommendation
N/A

ATTACHMENTS:

LSLR.20261123.LeadUpdate.JJ.2.pptx

JAMES JAMESON

DPW DIRECTOR

&

JEFF WEEKS

PROJECT MANAGER

2026 LSLR AND 2027 DWSRF UPDATES

LEAD & COPPER SAMPLING AND WATER SAFETY

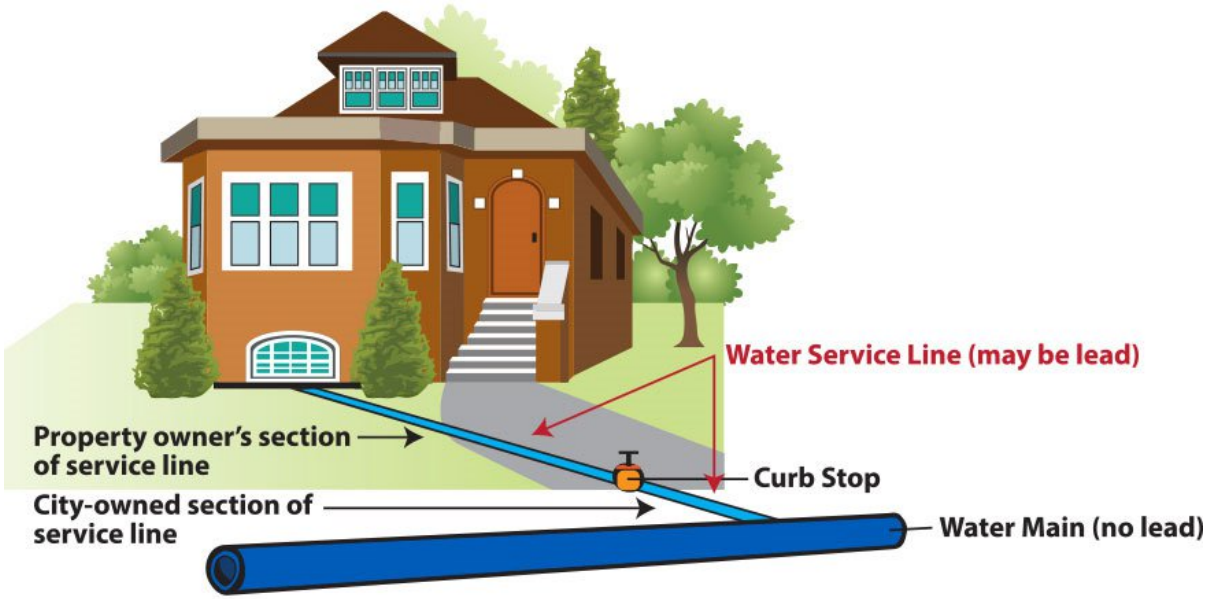
- No safe level of lead in drinking water; EPA health goal is 0 ppb
- Michigan's 12 ppb action level is a regulatory threshold, not a safe level
- Ferndale's source water is lead-free; plumbing can introduce lead
- Use certified lead-reducing filters and cold water for consumption
- Flush stagnant water and clean faucet aerators regularly
- Residents encouraged to self-report service line materials

Year	Lead 90th Percentile (ppb)
2018	15
2019	15
2020	28
2021	8 / 11
2022	11
2023	11
2024	7
2025	9
2026	TBD

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WHAT IS A LEAD SERVICE LINE REPLACEMENT?

- Public service line:
  - Water main to curb stop
- Private service line:
  - Curb stop to meter
- Ferndale replaces both public and private portions
- EPA replacement demonstration video to follow



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LEAD SERVICE LINE REPLACEMENT PROGRESS (2020-2026)

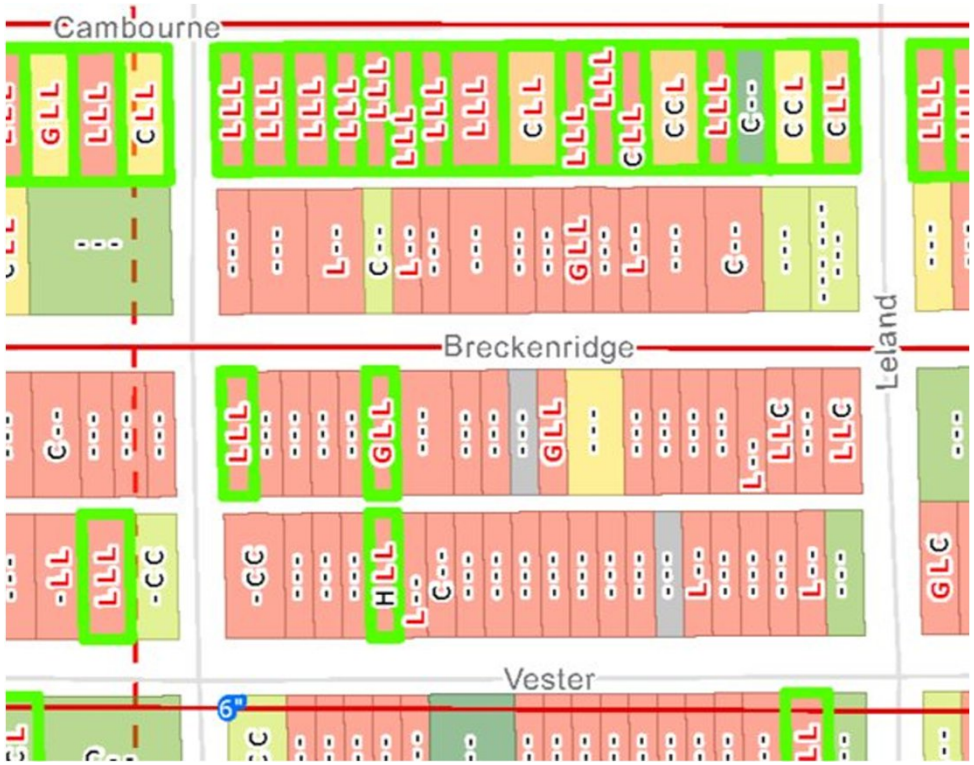
- **2020:** Initial private-side replacements coordinated with water main improvements
- **2021-2024:** DWSRF-funded program expanded, with replacements coordinated ahead of scheduled paving
- **2024:** EPA Get the Lead Out initiative expanded verification and resident outreach
- **2025-2026:** Reduced funding slowed replacements; shifted toward streets with higher lead concentrations

Year	Replacements
2020	42
2021	479
2022	607
2023	502
2024	516
2025	141
2026	155
TOTAL	**2,442**

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2026 LSLR PROGRAM UPDATES

- 155 lead service line replacements
- Continued concentration-based replacement, targeting streets with higher percentages of lead
- Two additional DPW employees hired to support in-house verification
- $400,000 federal verification grant with $100,000 City match; EPA approvals ongoing
- FY2027 DWSRF application advanced through state review, culminating in the final Intended Use Plan in fall 2026



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DWSRF specifics and details in later slide!

REMAINING PROGRAM COSTS (2027-2036)

- Approximately 3,550 lead service lines remaining
- Estimated remaining construction cost: $32.9 million at 6% annual escalation
- Peak annual costs of approximately $3.5-$4.2 million
- LSLR must be balanced with ongoing water main replacement
- Front-loaded schedule requires sustained funding beyond DWSRF
- Delays in later years increase total program costs

Year	Replacements	Estimated Cost @ 6%
2027	500	$3.7M
2028	500	$3.9M
2029	500	$4.2M
2030	400	$3.5M
2031	400	$3.7M
2032	300	$3.0M
2033	300	$3.2M
2034	250	$2.8M
2035	250	$3.0M
2036	150	$1.9M
TOTAL	**3,550**	**$32.9M**

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FY2027 DWSRF FUNDING & FINANCIAL BENEFITS

- Application submitted fall 2025; final IUP fall 2026
- Separate LSLR funding pool improved competitiveness
- Higher-than-expected federal funding increased availability
- Construction anticipated July 2027
- Supports approximately three years of accelerated replacements
- DWSRF annual debt service: $0.85 per water unit
- Final financing and loan closing pending Council approval

Financing Comparison	DWSRF Funding	Assumed Bond Rate
Total Project Funding	$12.50M	$12.50M
State Grant	$1.25M	$0
Amount Borrowed	$11.25M	$12.50M
Interest Rate	0%	3.5%
Annual Debt Service	$562,500	$879,513
Total 20-Year Repayment	$11.25M	$17.59M
Annual Savings	$317,013	–
Total Financial Benefit	$6.34M	–

2027-2030 LEAD SERVICE LINE REPLACEMENT PLAN

- $12.5M DWSRF funding supports 1,500 replacements over three years
- Fund balance supports 500 additional replacements before and after DWSRF
- Interim replacements require separate Council authorization
- Four-year schedule accelerates progress and limits future costs
- Approximately 50 unplanned replacements annually, managed separately

Construction Period	Replacements	Funding
January-June 2027	250	Fund Balance
July 2027-June 2030	1,500	DWSRF
July-December 2030	250	Fund Balance
TOTAL	2,000	Combined

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LONG-TERM PROGRAM OUTLOOK (2031-2037)

- Approximately 1,550 replacements remaining after 2030
- Maintain consistent replacement funding following DWSRF
- Gradually reduce annual replacements as program nears completion
- Continue in-house verification to reduce unknown service lines
- Pursue additional DWSRF funding or alternative financing
- Target completion by 2037 to meet regulatory requirements



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NEXT STEPS & COUNCIL DISCUSSION

QUESTIONS & DISCUSSION

- January 2027:
  - ✓ Seek approval for interim replacements
- Spring 2027:
  - ✓ Finalize DWSRF financing and construction contracts
- July 2027:
  - ✓ Begin DWSRF-funded construction
- Beyond 2030:
  - ✓ Maintain replacement pace and secure future funding

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November 23, 2026 Fire Department

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Teresa Robinson

SUBJECT: EMS+ Program Presentation

SUGGESTED ACTION
No action needed.

Item Background
EMS+ Program presentation

Previous Action
N/A

Strategic Goal
Organizational & Financial Excellence

Budged Impact
Presentation only

Budget Amendment Required
false

GL#
101-336-977.000

CIP#
797

Staff Recommendation
Review information provided.

ATTACHMENTS:

EMS Plus Program PDF.pdf

FERNDALE FIRE DEPARTMENT

STATE OF READINESS

EMS+ PROGRAM

FERNDALE

Stryker EMS+ Program

Stryker's EMS+ Program is a purchasing option, that allows departments to upgrade and standardize their EMS equipment through a predictable payment structure.

EMS+ can be customized to fit the needs of an individual organization, city, or township. Through EMS+, Stryker offers both lease and ownership options.

Adopters of this program site cost savings, simplification of budgeting, and advancements in technology that keep pace with community needs, as key factors in their decision to becoming Stryker EMS+ Customers.



Emergency Care



LIFEPAK® 35
cardiac monitor



Power-LOAD® powered
cot fastener



LUCAS®3 mechanical
chest compression



Power-Pro® 2
power cot



LIFEPAK CR2
AED



Xpedition®
power chair

FERNDALE

Ferndale Fire Department

Fleet Overview:

Stryker Products in fleet:

- 2 Power Pro 2 Cots
- 1 Power Pro XT Cot
- 3 Power-LOADS
- 2 Ferno Power Chairs
- 2 LIFEPAK 35 Cardiac Monitors
- 4 LUCAS CPR Devices
- 13 Zoll AEDs
- Stryker ProCare Services





FERNDALE

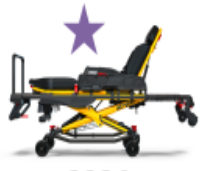
Fernale FD Current State- 2026

stryker

Amb 1-



2023



2024



2024



2023



Amb 2-



2023



2024



2025



2023



Amb 3-



2018*



2022 *

Fire, Police, Community



X 13

2020

Fire Apparatus





2020



2020

Covered on Stryker Service

Beyond Service Life

New Technology Available

* Certified Pre-Owned Unit

Fernale FD Current State- 2027 GOAL

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Fire Apparatus



Fire, Police, Community



X 14

★ Covered on Stryker Service

Replacement Cycle: ESL

What is the expected service life?

- **Simply stated**, expected service life (ESL) is the **timeframe** that a product has been tested to.
- At Stryker, our powered EMS equipment is IEC60601-1 certified by UL.
- Stryker chooses to communicate the ESL of its EMS products as one of many factors that can help customer assess the condition of their equipment.
- Departments use their Stryker equipment under different intensities, conditions and situations
- After expected service life, there is a shift in liability and is determined on a case by case basis



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What is the expected service life?

FDA

Seven years

- Power-PRO XT & Power-PRO 2 cots
- Performance-PRO XT cots
- Performance-LOAD cot fasteners
- Power-LOAD® cot fasteners
- All Stair-PRO models



Eight years

- LUCAS CPR Machines
- LIFEPAK Monitors
- LIFEPAK AEDs



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Capital Budgeting Option

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Estimations based on 5% price increase per year

Purchasing Schedule if Not EMS+ (~$753,125.77)

2027 - $110,274.39

- 3 Xpedition Power Chair with ProCare Service
- 14 LIFEPAK CR2 AEDs
- ProCare Service on CPO Powered System & LUCAS

2028 ~ $243,113.87

- 2 LUCAS CPR with ProCare
- 1 LUCAS CPR with ProCare
- 1 LIFEPAK 35 with ProCare
- 1 Power-LOAD with ProCare Service

2029 ~ $77,588.22

- 1 Power Pro 2 with ProCare Service
- ProCare Service Extension on 2 LIFEPAK 35s
- EMS Pro Extension

2030 ~ $175,449.13

- 1 Power Pro 2 with ProCare Service
- 2 Power LOADs with ProCare Service

2031 ~ $146,700.06

- 1 Power Pro 2 with ProCare Service
- 2 LUCAS CPR with ProCare Service

This plan would cause lack of fleet standardization. Would take until 2031 to reach ideal state



EMS+ Program Option

To summarize:

EMS+ Program, Total Investment: $698,120.64

Description	7 Annual Payments
EMS+ Program Equipment Plan on 29 Pieces of Equipment, 7 years ProCare, Ownership	$99,731.52

Savings Details

- Lock in October 2027 Equipment & ProCare Pricing
- Avoiding 7 or more price increases, averaging 5-8% per increase (35-56% total over 7 years)
- Reduced Interest Rate
- Additional Program Savings Detailed on Follow Slide

EMS+ Program Benefits



Fire Dept/ Community

- Recruitment & Retention
- Safest Equipment- reducing Injuries
- Standardization amongst fleet – reducing medical errors & avoid acute catastrophic failures on scene
- Same equipment for every patient



Admin/ Training

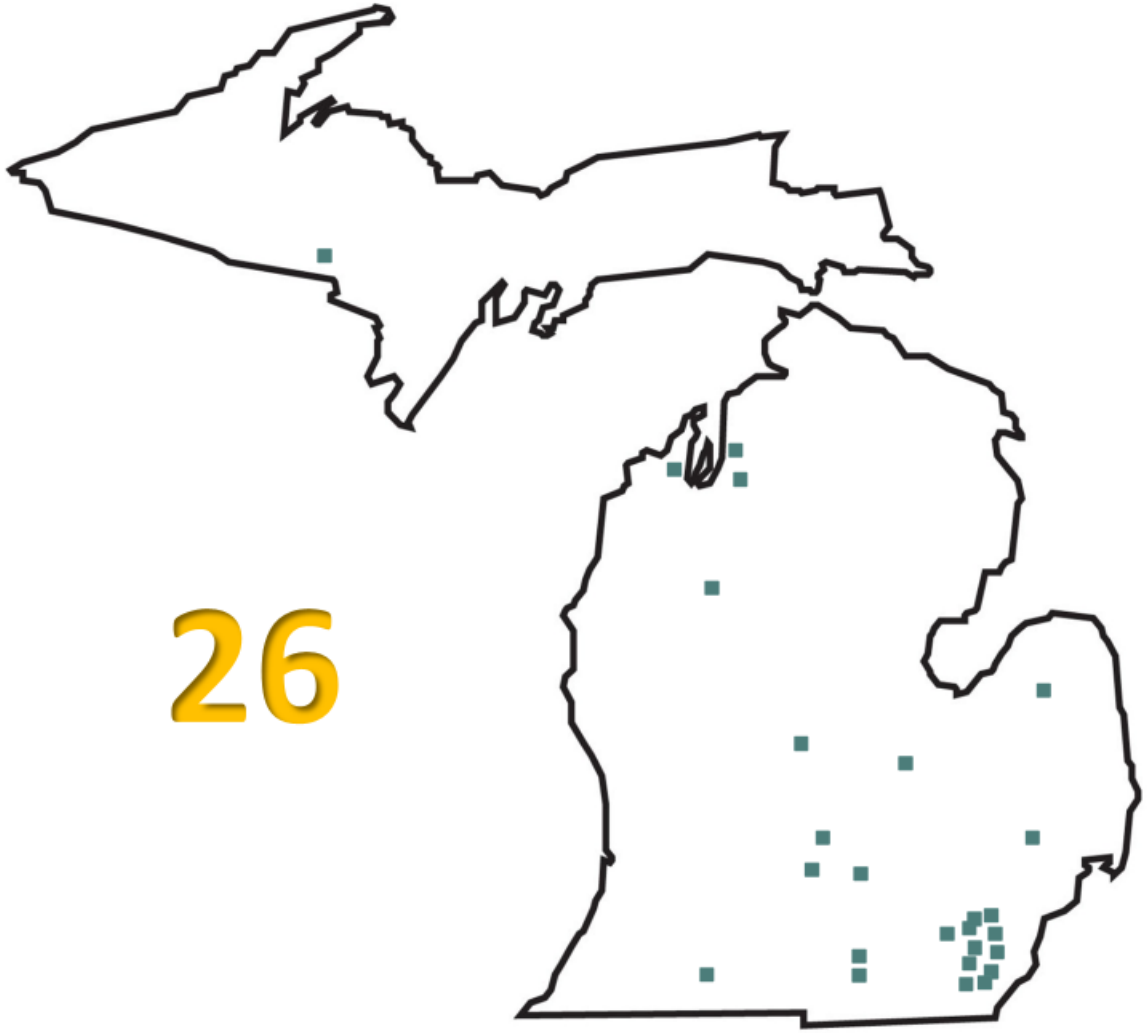
- Standardization, builds confidence – reduces errors
- Seamless training, implementation
- Service- PMs, Repairs, Battery Management
- Reduction of Multiple ProCare agreements
- Asset Management
- Leaving legacy to the department & community



Financial

- Group Buy Discount- Equipment & Accessories
- AED Promotion- 40-50% discount
- Increased Trade-in Promo
- ProCare Service matching discount (Time of sale/after-market)- 30%
- Additional savings on Freight
- Avoid annual price increase (5 years)
- 1 invoice for everything Stryker
- Avoid unknown expensive repairs
- Reduced liability- equipment age/technology
- Fixed costs for 5 years

EMS+ Michigan Departments



Michigan Agencies

- Allen Park Fire Department
- Brandon Township Fire Department
- Brownstown Fire Department
- Canton Township Fire Department
- Central Huron Ambulance
- Clinton Area Ambulance
- Corunna Area EMS
- Delhi Township Fire Department
- Flat Rock Fire Department
- Iron Mountain Fire Department
- Lansing Township Fire Department
- Leland Township Fire & Rescue
- Lincoln Park Fire Department
- Madison Heights Fire Department
- Madison Township Fire Department
- Mecosta County EMS
- Northeast Ingham Emergency Service Authority (NIESA)
- Plymouth Township Fire Department
- Redford Township Fire Department
- Somerset Township Fire Department
- Southfield Fire Department
- Three Rivers Fire Department
- Torch Lake Township EMS
- Township Ambulance Authority
- Trenton Fire Department
- Westland Fire Department

ProCare® Services



1. Annual Preventative Maintenance
2. Repairs
3. Batteries & Charger Replacements

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Ferndale Fire Department

ProCare Contract Review



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Product type	Contract Type	End Date
 LUCAS CPR Device 2020	Prevent + (batteries, PM, repairs)	Expired
 LUCAS CPR Device 2023	Prevent + (batteries, PM, repairs)	November 9, 2028
 LIFEPAK 35 Cardiac Monitors	Prevent + (batteries, PM, repairs)	April 16, 2030
 LIFEPAK 35 Cardiac Monitors	Prevent + (batteries, PM, repairs)	December 5, 2029
 EMS Pro	EMS Pro	December 5, 2029

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Ferndale Fire Department

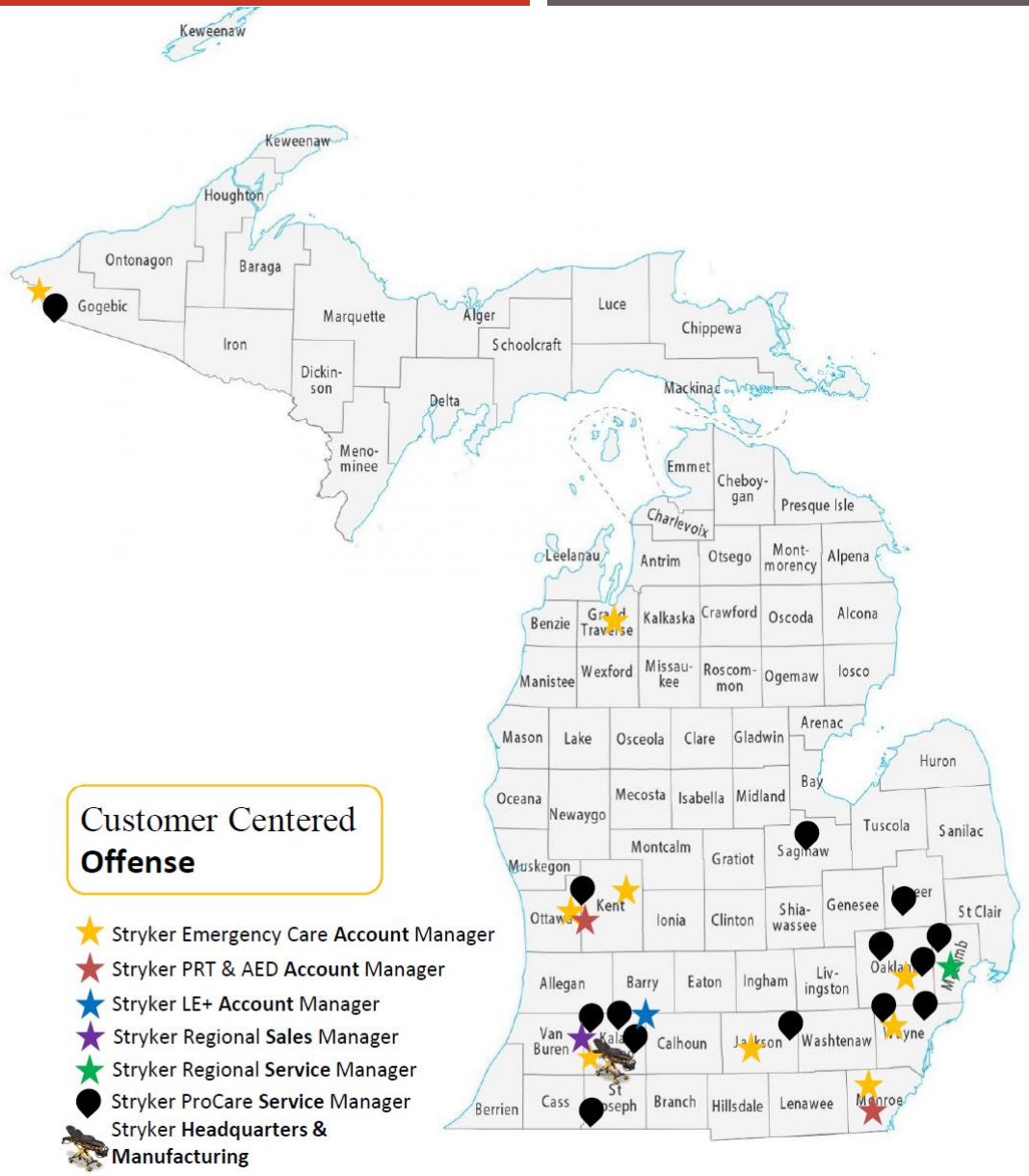
ProCare Contract Review



stryker

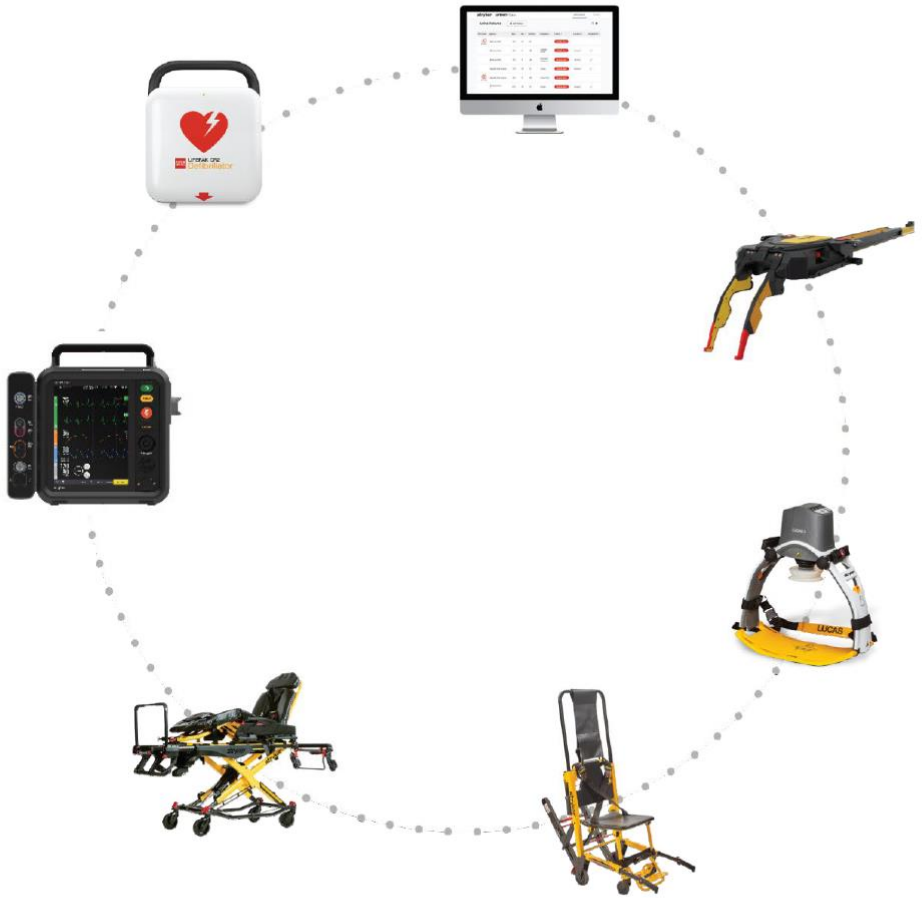
Product type	Contract Type	End Date
 Power-LOAD fastener	**Prevent + (batteries, PM, repairs)**	**October 8, 2030**
 Power-Pro 2 cot	**Prevent + (batteries, PM, repairs)**	**October 8, 2030**
 Power-Pro XT cot	**None?**	**None?**
 Old Power-LOAD fastener	**None?**	**None?**

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Customer Centered
Offense

- Stryker Emergency Care **Account** Manager
- Stryker PRT & AED **Account** Manager
- Stryker LE+ **Account** Manager
- Stryker Regional **Sales** Manager
- Stryker Regional **Service** Manager
- Stryker ProCare **Service** Manager
- Stryker **Headquarters & Manufacturing**



2025 Michigan Stryker Emergency Care Coverage

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Questions?

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Ferndale Fire Department asset review

stryker

Product type	2010 units	2011 units	2012 units	2013 units	2014 units	2015 units	2016 units	2017 units	2018 units	2019 units	2020 units	2021 units	2022 units	2023 units	2024 units	2025 units	Current Total
 Power-Pro 2 cot															2		2
 Power-Pro XT cot													1				1
 Power-LOAD									1*					2			3
 LUCAS Chest Compression System											2			2			4
 LIFEPAK 35 Cardiac Monitor															1	1	2
 Ferno Chairs																	2

FERNDALE

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Dean Lent

SUBJECT: Approval of the November 09, 2026 and November 10, 2026 Meeting Minutes

SUGGESTED ACTION
To approve the November 09, 2026 and November 10, 2026 meeting minutes, as presented by the City Clerk.

Item Background
The meeting minutes have been attached for City Council's review.

Previous Action
N/A

Strategic Goal
Organizational & Financial Excellence

Budged Impact
There will be no impact to the budget.

Budget Amendment Required
false

GL#
N/A

CIP#
N/A

Staff Recommendation
Recommend approval of the City Council Meeting Minutes from November 09, 2026 and November 10, 2026

ATTACHMENTS:

2026 11 09 City Council Meeting - Draft Minutes.pdf
2026 11 10 City Council and Planning Commission Joint Meeting - Draft Minutes.pdf

The City of Ferndale

Minutes
City Council Meeting
MONDAY, NOVEMBER 9, 2026 @ 7:00 PM
City Hall, 300 E 9 Mile, Ferndale, MI 48220

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*The Mayor called the meeting to order at 7:00 P.M.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

Present: Kelley, LaSalle, Mikulski, Sabatini, Leaks-May
Absent:

3. APPROVAL OF AGENDA

Motion by Kelley, seconded by Mikulski, to approve the agenda as presented.

Voice Vote.

Motion Carried.

4. PRESENTATION

5. CALL TO AUDIENCE Strict half-hour; excess of half-hour immediately prior to Call to Council.
Please state your name and address.
Time Limitation for Public Comment - 3 minutes per speaker

*1 individual spoke during Call to Audience

6. PUBLIC HEARING - Time Limitation for Public Comment - 3 minutes per speaker

7. CONSENT AGENDA

7.A Approval of the October 26, 2026 Meeting Minutes

7.B Approval of Proclamation Honoring Andrew Bowman

7.C Adoption of Proclamation Recognizing November as Lung Cancer Awareness Month

7.D Approval of the Listed Appointments and Reappointments to City Boards and Commissions

7.E Approval to Backfill Vacant Position

7.F Approval of the Sale of the 2019 Horton Ambulance

7.G Approval of the Purchase of Bike Lane Delineators and Street Amenities from Barco Products, LLC in the Amount of $7,553.42

7.H Approval of Bills and Payrolls as Submitted by the Finance Director and Subject to Review by the Council Finance Committee

Motion by Sabatini, seconded by Kelley, to approve the consent agenda as presented.

Voice Vote.

Motion Carried.

8. REGULAR AGENDA

8.A AI Acceptable Use Policy

Councilmember Sabatini suggested a stipulation where employees are required to disclose use of AI and any relevant sources.

Mayor Pro Tem Mikulski suggested adding a link in the policy to the Michigan Municipal League (MML) Artificial Intelligence Handbook.

Mayor Pro Tem Mikulski suggested adding language to the policy that will clear up potential questions regarding confidential information and restricted content.

Mayor Pro Tem Mikulski suggested adding language to the policy that will require the removal of direct identifiers and indirect identifiers of residents for anonymization purposes.

Mayor Leaks-May suggested adding language that addresses use of AI and exemptions for accessibility purposes.

Motion by Kelley, seconded by Sabatini, to adopt the AI Acceptable Use Policy with amendments discussed.

ROLL CALL:
AYES: Kelley, LaSalle, Mikulski, Sabatini, Leaks-May
NAYS: None
Absent: None

Motion Carried.

9. CALL TO COUNCIL

10. ADJOURNMENT AT 7:46 P.M.

The City of Ferndale

Minutes
City Council Meeting
TUESDAY, NOVEMBER 10, 2026 @ 6:00 PM
City Hall, 300 E 9 Mile, Ferndale, MI 48220

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*The Mayor called the meeting to order at 6:05 P.M.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

Present: Kelley, LaSalle, Mikulski, Sabatini, Leaks-May
Absent:

3. APPROVAL OF AGENDA

Motion by Kelley, seconded by Sabatini, to approve the agenda as presented.

Voice Vote.

Motion Carried.

4. PRESENTATIONS

4.A Meeting Process and Guidelines

4.B Planned Unit Development (PUD) for 165 E. 9 Mile

5. CALL TO AUDIENCE Strict half-hour; excess of half-hour immediately prior to Adjournment.
Please state your name and address.
Time Limitation for Public Comment - 3 minutes per speaker

*10 individual spoke during Call to Audience

6. DISCUSSION ITEMS

6.A Discussion on the Proposed Planned Unit Development (PUD) at 165 E. 9 Mile

Motion by Mikulski, seconded by Kelley, to open discussion and invite members of the Ferndale Planning Commission to participate in a Committee of the Whole.

Voice Vote.

Motion Carried.

ROLL CALL – PLANNING COMMISSION

Present: Azar, Burley, Foster, Hejl, Mikulski, Moschelli
Absent: Brazen, Manwell, Showalter

7. ADJOURNMENT AT 9:31 P.M.

FERNDALE

November 23, 2026 City Clerk

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Dave Movilla

SUBJECT: Approval of Resolution Honoring United States Senator Gary Peters

SUGGESTED ACTION
Adopt the resolution honoring United States Senator Gary Peters, as sponsored by Mayor Leaks-May.

Item Background
United States Senator Gary Peters has dedicated more than three decades of distinguished public service to Oakland County, the State of Michigan, and the United States, serving on the Rochester Hills City Council, in the Michigan State Senate, in the U.S. House of Representatives, and for two terms in the United States Senate from 2015 to 2027.

Previous Action

Strategic Goal

Budged Impact
N/A

Budget Amendment Required
false

GL#
N/A

CIP#
N/A

Staff Recommendation

ATTACHMENTS:

2026 11 23 Senator Peters Resolution.pdf

RESOLUTION
HONORING UNITED STATES SENATOR GARY PETERS

At a regular meeting of the City Council of the City of Ferndale, Oakland County, Michigan, held on November 23, 2026, the following resolution was moved and supported:

United States Senator Gary Peters has dedicated more than three decades of distinguished public service to Oakland County, the State of Michigan, and the United States, serving on the Rochester Hills City Council, in the Michigan State Senate, in the U.S. House of Representatives, and for two terms in the United States Senate from 2015 to 2027.

A Lieutenant Commander in the United States Navy Reserve and a respected bipartisan leader on the Senate Appropriations, Armed Services, Homeland Security, and Commerce Committees, Senator Peters has tirelessly championed Michigan's working families, veterans, domestic manufacturing, and the protection of the Great Lakes.

Senator Peters has delivered vital, tangible federal investments directly to the City of Ferndale and Southeast Michigan - securing EPA Drinking Water State Revolving Fund support for Ferndale's Lead Service Line Verification program, advocating for water main replacements along Eight Mile Road, securing regional roadway safety grants, and leading the reauthorization of federal AFG and SAFER grants that protect Ferndale's first responders.

As Senator Peters concludes his distinguished tenure in the United States Senate, the City of Ferndale proudly recognizes his lasting impact on our community's infrastructure, safety, and quality of life.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of the City of Ferndale, and on behalf of all residents, do hereby recognize United States Senator Gary Peters for his exemplary service to our community, state, and nation, and extend our warmest wishes to him in retirement.

I, Dean Lent, City Clerk of the City of Ferndale, certify that this is a true and compared copy of a Resolution duly made and passed by the Ferndale City Council at a meeting held on Monday, November 23, 2026.

_____

City Clerk, Dean Lent

FERNDALE

November 23, 2026 City Clerk

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Dave Movilla

SUBJECT: Approval of the Listed Appointments and Reappointments to City Boards and Commissions

SUGGESTED ACTION
To approve the listed appointments and reappointments to City boards and commissions, as submitted by the Mayor via the Deputy City Clerk.

Item Background
City of Ferndale Ordinance 1252 (2020) states that board and commission members, "shall be appointed by the mayor, subject to the approval of the council, except as otherwise provided in any specific ordinance, state statute, or law." Mayor Leaks-May has submitted the following boards and commissions applicants for appointment or reappointment.

The commissioners listed are being submitted for Council confirmation of their appointments. Applicants and board chairs have been notified by staff.

Downtown Development Authority: Shane Lowell new appointment to a term ending 12/31/27.

Previous Action

Strategic Goal
Organizational & Financial Excellence

Budged Impact
N/A

Budget Amendment Required
false

GL#
N/A

CIP#

N/A

Staff Recommendation

ATTACHMENTS:

Shane Lowell DDA Redacted.pdf

Applications are accepted for two months, then the Mayor vets the applicants for appointment at an upcoming Council meeting.

Submit Date: Nov 03, 2026

Ferndale, MI Boards & Commissions Application Form

Profile

Shane
First Name

L
Middle Initial

Lowell
Last Name

Email Address

Home Address

Suite or Apt

Ferndale
City

MI
State

48220
Postal Code

Primary Phone

Alternate Phone

Which Boards would you like to apply for?

Downtown Development Authority: Submitted

Ferndale residency is required for most boards and commissions.

Are you a Ferndale Resident?

(•) Yes ( ) No

If you are a Ferndale Resident how many years?

22

Question applies to Downtown Development Authority

The majority of board members must have a property interest in downtown, though we are always open to applications from skilled individuals. Check all that apply. *

- [x] Business Manager/Employee
- [x] Downtown Resident

Question applies to Downtown Development Authority

Please provide the name and address of the business/property you are affiliated with. Or state that you are a resident of the downtown district.

First Merchants Bank 22635 Woodward Ave. Ferndale, MI 48220

Interests & Experiences

Describe experiences you have had that have led you to your desire to serve the city?

I enjoy helping with volunteer activities in the city. I've been a personal sponsor of Ferndale Pride for several years as well as providing a business sponsorship thru First Merchants Bank. I am active in the Ferndale Elks Lodge which is a huge support for the city. Thru the Elks, I've helped with the City Easter Egg Hunt, Memorial Day Parade, Veterans Ceremony and the City Trick or Treat event for several years. I've obtained sponsorships/donations for FernCare, Pride, Jingle & Mingle, Art March, Ferndale Cat Shelter and Affirmations thru First Merchants Bank. I frequent Ferndale businesses and prefer to find businesses in Ferndale to support rather than leaving the city.

Provide a brief biography including your skills, background and expertise, as well as involvement in the community, professional or other non-profit organization that are specifically applicable to this board or commission.

Other than what was mentioned above I do a ton of volunteer work with First Merchants Bank. I teach financial literacy for Detroit at Work and Junior Achievement Finance Park in Detroit. I've helped prepare meals for homeless in Detroit as well as volunteering for the Southeast Michigan Assistance League for Operation School Bell where students in Detroit or surrounding communities have the chance to pick out a coat, hats, gloves and several other items for free.

Question applies to Downtown Development Authority

Describe the experiences that led to your interest in serving Downtown Ferndale.

I have developed relationships with current DDA members as well as many others throughout the City of Ferndale. As a resident, I enjoy supporting the community by attending city events and volunteering whenever possible. Through both my professional and personal involvement in the city, I have built relationships with numerous local business owners, many of whom are also clients of the bank. I regularly shop, dine, and support businesses throughout Ferndale, giving me a firsthand understanding of the strengths and opportunities within our business community. I believe Ferndale's local businesses are one of the city's greatest assets, and I see tremendous value in continuing to support, promote, and advocate for them. With my background in leadership, business development, community engagement, and relationship building, I believe I would be a valuable addition to the DDA and could contribute meaningfully to its mission of helping Ferndale's businesses and downtown district thrive.

Please upload a file

Question applies to Downtown Development Authority

Provide a brief personal biography of your skills and background that you feel are applicable to this board or commission (skills/education, background and expertise, involvement in the community, professional or other non-profit organizations involvement, etc.)

Most of my background is listed above and within my resume. I excel at leading teams and especially teams of volunteers. Other volunteer support I've provided is with the Hamilton Veterans Home in Detroit where for the past 13 years we have provided Christmas Gifts to the residents thru the Elks Lodge and Member Donations. I've also partnered with the Macomb Elks Lodge for the past 12 years and Macomb Intermediate School District where we provide a safe Trick or Treat Event at the Donald Bollinger Education Center for special needs students.

Employment/Education

SHANE_RESUME.pdf.docx

Upload a Resume

List your three most recent employment experiences.

Employment Experience #1

Dates

April 2024-Present

Company Name / Location

First Merchants Bank/Ferndale MI

Position

Banking Center Manager/AVP

Job Description

• Lead, coach, and develop banking center employees. • Conduct regular sales meetings, daily huddles, and performance coaching sessions. • Train staff on sales techniques, service standards, and customer relationship development. • Grow existing customer relationships and acquire new business through community involvement and outside sales calls. • Promote all consumer and business banking products, including lending, treasury management, merchant services, wealth management, and brokerage services. • Oversee day-to-day banking center operations • Ensure compliance with bank policies, procedures, and regulatory requirements.

Employment Experience #2

Dates

November 1998-December 2020

Company Name / Location

Kohl's Department Stores/Several Locations

Position

Several positions but last one was Store Manager

Job Description

• Directed all aspects of store operations, including sales performance, staffing, customer service, inventory management, and cash control. • Developed and executed strategies that drove profitability and operational excellence. • Recruited, hired, trained, and developed associates and management teams. • Conducted performance evaluations and implemented employee development plans. • Created staffing schedules and managed workforce planning. • Served as District Trainer for new Assistant Store Managers and Store Managers. • Led inventory management and loss prevention initiatives. • Resolved escalated customer concerns while maintaining exceptional service standards. • Drove achievement of sales and operational goals through effective leadership and coaching. • Promoted company initiatives through community engagement and fundraising events.

Employment Experience #3

Date

April 1993-August 1999

Company Name / Location

Harding's Friendly Market/Kalamazoo and Three Rivers MI

Position

Front Office Manager

Job Description

• Supervised front-end operations and checkout personnel. • Performed daily balancing, deposits, and cash control functions. • Managed vendor relationships and inventory ordering for liquor and tobacco products. • Assisted in recruiting, training, and developing staff. • Resolved customer concerns while maintaining service excellence.

List your three most recent education experiences.

Educational Experience #1

Educational Institution / School

Western Michigan University

Degree Received

No

Area of Study

Business Management/Administration. Also was in Marching Band and was taking classes for Music Education.

Educational Experience #2

Educational Institution / School

Three River High School

Degree Received

Yes

Area of Study

General

Educational Experience #3

Educational Institution / School

Degree Received

Area of Study

Some boards and commissions are a mix of citizens with certain qualifications and other citizens representing the general public . Even if you do not have any of the experience or professional background listed under the board details, City Council urges you to apply for consideration. Ferndale needs Citizens with diverse backgrounds on its boards and commissions.

Important Information / Certify

Important Public Records Information: All Information submitted in this application is public information and subject to disclosure in a response to a public records request made pursuant to the Freedom of Information Act. Please contact the City Clerk at 248-546-2525, extension 5, if you have any questions or concerns about the disclosure of specific information.

Truth and Accuracy:

I certify that the information contained on this form is accurate and complete to the best of my knowledge. I understand that all information disclosed on this form will be available to the public as part of a Freedom of Information Act request.

☑ I Agree

Please type your name and enter today's date if you agreed with the above

First and Last Name

Shane Lowell

Date

11/03/2026

Applicants with disabilities may contact City of Ferndale coordinators via telephone, fax, e-mail, and other means to request and arrange for accommodations. If you need assistance to accommodate a disability, you may request an accommodation at any time. Please contact the City Clerk's Office at 248-546-2525, ext. 5 or email clerk@ferndalemi.gov.

FERNDALE

November 23, 2026 Human Resources

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Dan Jacey

SUBJECT: Approval of the Updated CPARB Ordinance

SUGGESTED ACTION
To approve the updated Citizen's Police Advisory and Review Board Ordinance.

Item Background
The Citizen's Police Advisory and Review Board (CPARB) ordinance was adopted by council on March 8, 2023. The Ordinance allows for Police Conduct Complaints (PCCs) to be reviewed if and when 3 Board Members have a concern with the PCC. The Board and the Chief have agreed to review all PCCs in the regular CPARB meetings, and the ordinance has been updated to reflect this practice. This allows for greater transparency in PCC reviews. No other changes were made to the handling of PCCs. The term response to resistance has also been used consistently throughout the ordinance as this is the terminology is consistent with modern policing practices.

Previous Action
n/a

Strategic Goal
Safe, Protected, Engaged Community

Budged Impact
n/a

Budget Amendment Required
false

GL#
n/a

CIP#
n/a

Staff Recommendation

Staff recommends that council approve the changes as submitted by the Human Resources Director.

ATTACHMENTS:

Ordinance_CPARB_AMENDMENTS from Dan Jacey (08.18.2026) Clean.pdf

ORDINANCE NO.

CITY OF FERNDALE
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE AMENDING THE CITY OF FERNDALE CODE OF ORDINANCES, CHAPTER 2, ADMINISTRATION, ARTICLE 2-XIV, CITIZENS POLICE ADVISORY AND REVIEW BOARD, SEC. 2-30, SEC. 2-32, SEC. 2-34, AND SEC. 2-35, PROVIDE FOR REPEAL OF CONFLICTING PROVISIONS AND PUBLICATION.

THE CITY OF FERNDALE ORDAINS:

Part I. The City of Ferndale Code of Ordinances, Chapter 2, Administration, is amended to add Article XIV, Citizens Police Advisory and Review Board, as follows:

ARTICLE XIV. CITIZENS POLICE ADVISORY AND REVIEW BOARD

Sec. 2-30. Purpose.

The purpose of the citizens police advisory and review board shall be as follows:

(a) to provide greater transparency for police conduct complaints and response to resistance review reports and the processes that follow;
(b) to conduct racial impact assessments of current police department policies;
(c) to improve and strengthen police-community relations through enhanced transparency, review of police conduct, and opportunities for community input on police policy;
(d) to foster open communication between police leadership and the community at large;
(e) to provide the city, and specifically the city manager, with an independent report and recommendation for police conduct complaints on appeal and response to resistance review reports as needed;
(f) to monitor implementation and accreditation of the 21st Century Community Policing Model and related community policing programs adopted by the police department and City Council; and
(g) to review multijurisdictional cooperative law enforcement agreements for consistency with the City of Ferndale's values.

Sec. 2-31. Creation.

There shall be created and established a citizen police review board ("board") which shall consist of five (5) citizens members appointed by the mayor, subject to confirmation by the council. Members shall be residents of the city, consistent with Sec. 2-10 of the Ferndale Code. No member of the board shall be compensated for their service consistent with Sec. 2-20 of the Ferndale Code. A member shall not be appointed to the board if the person is serving a sentence for a criminal conviction, is an announced candidate for a political office in the city, works for the city's police department, or is a city employee. Board composition should include members with relevant skills and experiences, including but not limited to members from segments of the community who are vulnerable and tend to have negative interactions with police and members who have experience with mediation, mental health or social work, antiracism or equity, restorative or transformative justice, law enforcement, or criminal justice.

Sec. 2-32. Members' Terms of Office.

Members of the board shall serve a three (3) year term. No member shall serve on the board for more than three (3) consecutive full terms. The initial appointments shall require one of the initial members to be appointed to serve a one (1) year term, two of the initial members to be appointed to serve a two (2) year term and two (2) of the members to serve a three (3) year term to facilitate staggered replacement of members. The initial chairperson shall be appointed by the mayor, subject to confirmation by the Council. Thereafter, the board shall annually appoint a chairperson. The chairperson and any two members of the board may schedule a meeting of the board with not less than seven (7) days' notice to all members of the board, the police chief, and city manager. The board shall meet not less than quarterly and as needed to review police conduct complaints and response to resistance review reports and to discuss with the police chief or his or her designee the police department's community policing. The police chief or his or her designee shall attend meetings of the board.

Sec. 2-33. Complaint Process.

A. Filing a Police Conduct Complaint.

1. Any allegation that the conduct of a police officer while on duty, constitutes a violation of law, a rule or general order shall be documented on a department-issued form as a police conduct complaint (pcc) form and forwarded to the police chief, for investigation and tracking purposes. A copy of all pcc forms shall be provided to the board and the city manager.

2. A pcc may be filed in person, by mail, facsimile, or email with the police department, or the city manager. A pcc may be filed by the complainant, or

complainant's designated representative, or, by another individual, identified or anonymously, who witnessed the conduct. If a pcc is filed with the city manager, the city manager shall forward the pcc to the police chief. Regardless of how a pcc is received, the police department shall provide assistance to persons seeking to avail themselves of the pcc process including if a person wishes to report a pcc and is unable or unwilling to provide a completed pcc form, the police department shall assist the person document the pcc which shall be considered the initiation of the pcc process.

3. An individual making a complaint shall fill out the department-issued pcc form, if possible. Although signing of the pcc form is requested, signing is not mandatory; the matter will be reviewed regardless of whether the pcc is signed.

4. A pcc may be withdrawn at any time; however, a withdrawal will not preclude the continuation of an investigation and the imposition of discipline if deemed appropriate by the police chief.

B. Investigation.

Investigation of a pcc is to be completed within 45 calendar days of receipt. In the event that the investigation is not completed within 45 calendar days, the complainant, board, and city manager shall be provided with a progress report from the police chief summarizing the status of the investigation. Periodic updates to the complainant, board and city manager shall continue every 45 calendar days until the investigation is complete. Investigation may be delayed in connection with any discipline and grievance provisions under any applicable collective bargaining agreement.

C. Findings.

The police chief shall review all pcc considering the following:

1. If the pcc is a criticism of operating polices or procedures of the police department and if a change is warranted or justified, the police chief shall develop and implement the necessary changes in accordance with police department policies and any applicable collective bargaining agreements.

2. Non-criminal policy violations shall be reviewed for discipline in accordance with police department policies and any applicable collective bargaining agreements.

3. If criminal conduct is identified, a report and referral, in addition to any discipline in accordance with police department policies and any applicable collective bargaining agreements, shall be submitted to the Oakland County Sheriff's department or Oakland County Prosecutor's office for review.

Upon completion of the investigation, the complainant shall be notified of the determination within 10 calendar days of the date the police chief has completed the investigation along with the findings and result of the investigation. This notification shall be done by certified mail, facsimile, or email, with a copy to the board and city manager. The complainant shall be informed of his or her right to seek an appeal and review of the determination with the board.

Sec. 2-34. Appeal.

A. Appeal of Determination of the Police Chief.

Following a pcc investigation and determination by the police chief, the complainant may appeal the police chiefs determination to the board. An appeal shall be filed with the office of the city manager within 21 calendar days of the date notification of the police chiefs determination was sent to the complainant. An appeal may be filed in writing, by mailing, facsimile, or e-mail. The city manager shall refer the matter to the board within five calendar days. For purposes of this section, the term 'complainant' shall mean a person who has filed a pcc, or a person who has submitted a pcc on behalf of another person. An appeal before the board will be scheduled and conducted within 30 calendar days from when an appeal is filed. An appeal by the board will consist of an examination of the file, including interview transcripts, police reports, and audio or video evidence, if any. To the greatest extent possible, identifying information of the police officer will be anonymized during the appeal. Personal information not germane to the appeal may be redacted from any document. The complainant may appear in person before the board, but the board shall not hear from other witnesses or from city employees other than the police chief or his or her designee. The board may request that the police chief appear before the board to answer questions related to the police chiefs findings. The appeal hearing shall be open to the public unless subject to an appropriate exemption authorized by the Michigan Open Meetings Act. If the board finds that the investigation by the police chief is insufficient, the board may recommend that the city manager appoint an independent investigator to review the investigation.

B. Report and Decision.

At the conclusion of its hearing, the board shall adopt a recommendation to the city manager setting forth its findings and conclusions. The board shall not have the authority to sustain or reverse the police chiefs finding. The board's recommendation may contain such comments and criticisms of the police chiefs finding as a majority of the board determines are warranted. The board may also recommend training related to the incident that, in the opinion of the majority of the board, would improve the relationship between the police department and the community. The recommendation should be provided to the city manager no later than 30 calendar days after the conclusion of the hearing with a copy to the police chief and the complainant. The city manager may request the board clarify any finding or recommendation, if necessary. The board's authority when considering an appeal shall be limited to reviewing the determination made by the police chief. The board shall have the authority to hear an appeal from any pcc finding in which the police chief has made a finding of exonerated, unfounded misconduct, or not sustained. The board shall not have the authority to impose discipline on any employee or to recommend that discipline be imposed or increased in a particular instance. The board's recommendation shall be available to the public.

Sec. 2-35. Police Conduct Complaints (PCC) and Response to Resistance Review

The citizens police review board shall review all police department pcc(s) and response to resistance review reports. Response to resistance is used by the police department but shall include any similar term used by the police department such as “use of force”. The response to resistance report review includes not only when force is used, but shall include when force is shown. A show of force is defined as a gesture with a lethal and/or less-lethal weapon directed at a person as a means to coerce or gain compliance. Response to resistance is defined as the attempt to establish control through physical means, in the presence of resistance, given the totality of the circumstances. The citizens police review board may provide comments and recommendations regarding pccs and response to resistance reports to the police chief and city manager regarding police department response to resistance policies.

The police chief shall provide the board with copies of response to resistance and pcc reports within thirty calendar days after the completion of the police department's investigation of the response to resistance incident. When the board is provided a pcc or a response to resistance report from the police department, the board shall, within 30 calendar days, schedule a meeting to review the pcc or response to resistance report. At the board meeting, the police chief, or his or her designee, shall attend to provide information and assistance to the board in understanding the police department's pcc or response to resistance in the particular circumstance. The board may provide comments and recommendations to the police chief by resolution with a copy to be provided to the city manager.

Sec. 2-36. Annual Report.

The board, or a board representative, will annually report to city manager concerning the number and types of inquiries and pcc(s) reported and concluded through the pcc process, and to assess the thoroughness, accountability, effectiveness, accessibility, and responsiveness of the police department. In the absence of an appeal, the board may inquire about any determination by the police chief of a pcc regardless of the finding by the police chief. The board shall be provided: copies of all pcc, with personal information redacted, within 30 calendar days of their receipt by the police department; updated monthly progress reports by the police chief or his or her designee of all active pcc investigations; and board may make recommendations to the city manager, in the annual report, for improvements to policies and procedures in the pcc process.

Sec. 2-37. Communications.

The board should assist the police department to communicate with the community regarding community policing, and the board's activity shall be available on the police department's and city's websites. The board should conduct well-publicized meetings that are open to the public for the police chief and community to engage in activities or discussions that foster communication, education, and understanding between the police department and community, and make recommendations to the city manager about policing matters.

Part II. Savings Clause.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this Ordinance takes effect are saved and may be consummated according to the law enforced when they are commenced.

Part III. Severability.

The various parts, sections and clauses of this Ordinance are declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a Court of competent jurisdiction, the remainder of the ordinance shall not be affected.

Part IV. Repeal.

All regulatory provisions contained in other city ordinances which are inconsistent with the provisions of this ordinance, are repealed.

Part V. Effective Date; Publication; Sunset.

This ordinance shall become effective upon publication of a notice in a newspaper circulated in the City, stating the date of the enactment and the effective date of the ordinance, a brief notice as to the subject matter of this ordinance, and such other facts as the city clerk shall deem pertinent and that a copy of the ordinance is available for public use and inspection at the office of the city clerk. All sections of Article XIV shall expire and be repealed after June 30, 2027 and of no further force or affect, unless council resolves by ordinance amendment to repeal this provision.

MADE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FERNDALE, OAKLAND COUNTY, MICHIGAN, THIS ___ DAY OF _____, 2026.

_____
RAYLON LEAKS-MAY, MAYOR

_____
DEAN LENT, CITY CLERK

Date of Adoption: _____

Date of Publication: _____

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true and complete copy of the Ordinance passed at a meeting of the Ferndale City Council held on the ___ day of _____, 2026.

_____
DEAN LENT, CITY CLERK

CITY OF FERNDALE
NOTICE OF ADOPTION
ORDINANCE

NOTICE IS GIVEN that the City of Ferndale Council has adopted Ordinance No. _____, an ordinance to amend Chapter 2, Administration, Article XIV, Citizens Police Advisory and Review Board.

This Ordinance shall become effective upon publication. This Ordinance was adopted by the City Council on _____. A complete copy of the Ordinance is available for public use and inspection at the office of the City Clerk.

DEAN LENT, CITY CLERK 248-546-2381

FERNDALE

November 23, 2026 City Clerk

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Dave Movilla

SUBJECT: Approval to Renew a Pawnbroker's License for The Aubrey Group at 1461 E. Eight Mile Road and Approval of Two Surety Bonds each in the amount of $1,500

SUGGESTED ACTION
To approve the renewal of a Pawnbroker's License, located at 1461 E. Eight Mile Road, held by The Aubrey Group, d.b.a. Motor City Pawnbrokers 3, and approve two surety bonds each in the amount of $1,500, as submitted by the Deputy City Clerk.

Item Background
Public Act 273 of 1917 requires Pawnbroker's Licenses to be approved by the Police Chief and also requires City Council approval of the issuance of the License and the surety bonds. The Aubrey Group, d.b.a. Motor City Pawnbrokers 3, has submitted a renewal application for a Pawnbroker's License to be located at 1461 E. Eight Mile Road.

As required by Public Act 273 of 1917, and Ferndale's Code of Ordinances, Article V - Second-Hand and Junk Dealers, Sections 7-85 through 7-95, a copy of the application was forwarded to the Police Chief for his approval. The Police Chief confirmed that there are no issues with the establishment that would warrant the rejection of a license renewal and recommends approval of the license. A copy of the surety bonds from Travelers and Western Surety were reviewed by City Attorney as well.

Previous Action
Pawnbroker license for Motor City Pawn was approved by City Council in December 2025 for calendar year 2026.

Strategic Goal

Budged Impact
N/A

Budget Amendment Required
false

GL#
N/A

CIP#
N/A

Staff Recommendation
Recommend approval of the Pawn Broker License for Motor City Pawnbrokers.

ATTACHMENTS:

Application for Pawnbroker License Ferndale--2027.pdf

CITY OF FERNDALE
APPLICATION FOR PAWNBROKER'S LICENSE

I, or we, the undersigned, do hereby make application for a Pawnbroker's License in accordance with Ordinance No. 109, pursuant to Chap. 7, Art. V of the City of Ferndale Code of Ordinances and Act No. 273, P.A. 1917, and agree to comply with all requirements of such Ordinance and Public Act.

APPLICANT:

Name Mark Aubrey Address [redacted]

Phone [redacted] Driver's License No. [redacted]

Date of Birth [redacted] Business Location 1461 E. 8 Mile Rd. Ferndale, MI 48220

CORPORATION:

Name The Aubrey Group Inc. DBA Motor City Pawn Brokers 3 Address 1461 E. 8 Mile Rd. Ferndale, MI 48220

Phone 248-439-0950

OFFICERS:

Name Mark Aubrey Address [redacted] Phone [redacted]

Name _____ Address _____ Phone _____

NAME OF PERSONS INTERESTED IN THE ISSUANCE OF LICENSE:

Name Mark Aubrey Address [redacted] Phone [redacted]

Name _____ Address _____ Phone _____

HAVE YOU ENGAGED IN SAID BUSINESS PREVIOUSLY?

When 2009-2016 Location 771 E. 8 Mile Rd. Ferndale, MI 48220

Applicant's Signature _____

Date Approved/Disapproved by Police Chief _____

Signature of Chief _____

Date Approved/Disapproved by Ferndale City Council _____

Fee $250 License No. _____ Date of License _____

Bond $3,000 plus 2 sureties Expiration Date _____

(Expires December 31, 20__)

Western Surety Company

CONTINUATION CERTIFICATE

Western Surety Company hereby continues in force Bond No. 929565880

briefly described as Pawnbroker

bound unto City of Ferndale,

for Aubrey Group, Inc. dba Motor City Pawnbrokers III

, as Principal,

in the sum of $ One Thousand Five Hundred and 00/100 Dollars, for the term beginning

November 5th, 2026, and ending November 5th, 2027, subject to all

the covenants and conditions of the original bond referred to above.

This continuation is issued upon the express condition that the liability of Western Surety Company under said Bond and this and all continuations thereof shall not be cumulative and shall in no event exceed the total sum above written.

Dated this 30th day of September, 2026.

WESTERN SURETY COMPANY

By Larry Kasten

Larry Kasten, Vice President

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

THIS "Continuation Certificate" MUST BE FILED WITH THE ABOVE BOND.

Form 90-A-6-2023

Western Surety Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That WESTERN SURETY COMPANY, a corporation organized and existing under the laws of the State of South Dakota, and authorized and licensed to do business in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming, and the United States of America, does hereby make, constitute and appoint

Larry Kasten of Sioux Falls,
State of South Dakota, its regularly elected Vice President,
as Attorney-in-Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, the following bond number: 929565880

One Pawnbroker

bond bound unto City of Ferndale

for Aubrey Group, Inc. dba Motor City Pawnbrokers III
as Principal in the penalty amount not to exceed: $ 1,500.00.

Western Surety Company further certifies that the following is a true and exact copy of Section 7 of the by-laws of Western Surety Company duly adopted and now in force, to-wit:

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

In Witness Whereof, the said WESTERN SURETY COMPANY has caused these presents to be executed by its Vice President with the corporate seal affixed this 30th day of September, 2026.

ATTEST

L. Bauder, Assistant Secretary

WESTERN SURETY COMPANY

By: Larry Kasten, Vice President

STATE OF SOUTH DAKOTA }
COUNTY OF MINNEHAHA } ss

On this 30th day of September, 2026, before me, a Notary Public, personally appeared Larry Kasten and L. Bauder who, being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said WESTERN SURETY COMPANY, and acknowledged said instrument to be the voluntary act and deed of said Corporation.

P. DAHL
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires June 18, 2031

Notary Public

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

Form F9701-1-2026

TRAVELERS

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTINUATION CERTIFICATE
FIDELITY OR SURETY BONDS/POLICIES

License No. _____

In consideration of **$100.00** dollars renewal premium, the term of Bond/Policy No. **106024335** in the amount of **$1,500.00**, issued on behalf of **AUBREY GROUP INC. d/b/a - MOTOR CITY PAWN BROKERS III**, whose address is **1461 EAST 8 MILE ROAD, DETROIT, MI 48220**, in favor of **CITY OF FERNDALE, MI**, whose address is **300 E 9 MILE, DETROIT, MI 48220**, in connection with **License or Permit Bond - Definite Term** is hereby extended to **November 25, 2027**, subject to all covenants and conditions of said bond/policy.

This certificate is designed to extend only the term of the bond/policy. It does not increase the amount which may be payable thereunder. The aggregate liability of the Company under the said bond/policy together with this certificate shall be exactly the same as, and no greater than it would have been, if the said bond/policy had originally been written to expire on the date to which it is now being extended.

Signed, sealed and dated **August 27, 2026**

SEAL

Travelers Casualty and Surety Company of America

By: _____

Bryce Grissom, Senior Vice President

F-58-M (2/95)

[redacted]

THE AUBREY GROUP INC
dba MOTOR CITY PAWN BROKERS III
1461 E 8 MILE RD
FERNDALE, MI 48220

Oxford Bank
60 S. Washington Street
Oxford, MI 48371
74-433/724

10/26/2026

PAY TO THE ORDER OF CITY OF FERNDALE

$ **250.00

Two Hundred Fifty and 00/100********** DOLLARS

CITY OF FERNDALE
300 EAST NINE MILE RD
FERNDALE MI 48220

MEMO Renewal of Pawnbrokers License 2027

AUTHORIZED SIGNATURE

[redacted]

Details on Back.

Security Features Included

THE AUBREY GROUP INC / dba MOTOR CITY PAWN BROKERS III

[redacted]

CITY OF FERNDALE
Licenses & Permits

10/26/2026

250.00

OXFORD BANK	Renewal of Pawnbrokers License 2027	250.00

FERNDALE

November 23, 2026 Parks & Recreation

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Emanuel Johnson

SUBJECT: Approval of the Agreement with Mannik & Smith Group, Inc., to Complete the Five-Year Parks and Recreation Master Plan for 2027-2031.

SUGGESTED ACTION
Approve the Agreement with Mannik & Smith Group, Inc., to complete the Five-Year Parks and Recreation Master Plan for 2027-2031, and authorize the City Manager to sign the Agreement Pending Approval by City Attorney, as submitted by the Parks and Recreation Director.

Item Background
The Parks and Recreation Department (P&RD) is seeking Council approval of an agreement with Mannik & Smith Group, Inc. (MSG), to complete work on the Five-Year Parks and Recreation Master Plan for 2027-2031. The scope of work will include surveying existing park inventory and programming, reviewing previous Master Plan documents, analyzing the existing community profile, conducting several community engagement efforts through various methods, and delivering the finalized document.

The Five-Year Parks and Recreation Master Plan is a critical document that guides the City's park development efforts and Parks and Recreation programming over a five-year period. Among other components, the finished document will contain an overall parks inventory, accessibility assessments, a community overview complete with feedback, park capital improvement plans, and region analysis. The completed document is also a prerequisite for several grant opportunities, most notably those offered by the Michigan Department of Natural Resources.

The City selected MSG as the firm to complete this project after a competitive selection process that included seven firms who submitted bids. Multiple firms that submitted for this project were qualified and acceptable, but the City selected MSG for the project as the lowest bidder and for the firm's specific experience in the Parks and Recreation field.

Previous Action
N/A

Strategic Goal
Organizational & Financial Excellence

Budged Impact
This agreement would see $26,900.00 deducted from the Parks Capital Outlay account for services rendered in developing the 2027-31 Parks and Recreation Master Plan.

Budget Amendment Required
false

GL#
101-751-977.000

CIP#
778

Staff Recommendation

ATTACHMENTS:

Ferndale DRAFT Terms & Conditions Dan Christ Comments 11.16.26.docx
Mannik Smith Group Proposal.pdf
Ferndale DRAFT Terms & Conditions 1.pdf

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. (MSG) to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event Client directs MSG to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these Terms and Conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: November 12, 2026

Proposal Number: 401.2602219

CITY OF FERNDALE	**THE MANNIK & SMITH GROUP, INC.**
Signature	Signature
Name (Printed)	Name (Printed)
Title	Title
Date	Date

The Mannik & Smith Group, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions ("Terms") provide the terms and conditions pursuant to which The Mannik & Smith Group, Inc. ("MSG") will provide those certain services to you ("Client") for the project (hereinafter, "Project") set forth in the proposal issued to Client (the "Proposal") and as further described in the attached "Scope of Work." Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Proposal or Scope of Work, as the case may be. The terms of the Proposal, the Scope of Work, and these Terms shall be collectively referred to herein as this "Agreement."

1. **Services:** MSG will perform the Scope of Work as set forth in the Proposal and in accordance with these Terms. MSG has developed the Scope of Work, schedule, and compensation based on Client provided information and various assumptions about Client's needs and preferences. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Client further acknowledges that the Scope of Work was prepared at Client's request. In the event that the Scope of Work or a portion thereof, was developed by a party other than MSG, MSG makes no claims as to its adequacy. Accordingly, Client acknowledges that MSG is forced to assume that the Scope of Work is fully adequate for Client's purposes. Client also understands that MSG assumes that Client has an alternative source from which to obtain any needed or desired services not listed.

2. **Additional Services:** The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services, and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

3. **Project Requirements:** The Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project and shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception and provide any reports, testing, and documents necessary for MSG to complete its Scope of Work. MSG, Client, and Client's Consultants shall coordinate Project related services. MSG shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by Client and Client's Consultants. However, MSG shall provide notice to the Client if MSG becomes aware of any error, omission or inconsistency in such services or information. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the Standard of Care as defined in Section 5 herein. Client's Consultants shall be properly licensed to practice in the jurisdiction of the Project and shall maintain insurance, including professional liability insurance, as sufficient and appropriate for the Project. The Client shall identify a representative authorized to act on Client's behalf with respect to the Project.

4. **Compliance with Laws:** MSG shall perform its services in accordance with its Standard of Care as defined herein and will endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

5. **Standard of Care:** Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances ("Standard of Care"). The Standard of Care shall exclusively be judged as of the time the services are rendered and not according to later standards. MSG makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with the services rendered hereunder.

6. **Information from Third Parties:** The Client and MSG acknowledge that MSG will rely on information furnished by third parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third-party information.

7. **Period of Service:** MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the Proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client for review and approval. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control, including, but not limited to, those Force Majeure Events set forth in Section 8 herein.

8. **Force Majeure:** MSG shall be entitled to an equitable adjustment to the Project schedule and compensation for force majeure events, including but not limited to: acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, acts of war, terrorism, violence, floods, pandemics, epidemics, quarantine restrictions, strikes, embargoes, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism or hacking including a ransomware attack, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, unusually severe weather, and/or any other cause outside of the control of MSG (each a "Force Majeure Event"). MSG shall notify Client in writing after the beginning of any such cause becomes known, which would affect its performance. In the event a Force Majeure Event continues for more than thirty (30) days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices.

9. **Compensation:** In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the Proposal. The parties acknowledge that terms of compensation are based on the orderly and continuous progress of the Project.

Where total project compensation has been separately identified for various Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, MSG may adjust the amounts allocated between the Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, as the work progresses so long as the total compensation amount for the Project is not exceeded except as otherwise provided herein.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, subcontracted services and reimbursable expenses without reduction of MSG's compensation, unless and except when such subcontracted services and reimbursable expenses are

included in the total project cost as specified in the Proposal or Scope of Work. Payment for MSG's services shall be made in United States dollars.

10. **Changed Costs on Design Services and Project Development Services:** MSG's rates are generally updated as of July 1st of each calendar year and are subject to periodic review and prospective change. Any non-lump sum fees and projects that are payable by Client for a "not to exceed" amount shall be subject to and adjusted based upon any rate increases or periodic changes.

11. **Cost Estimates or Opinions on Construction Services:** MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that neither the Client nor MSG has control over the cost of labor, materials, or equipment; a contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Therefore, actual costs may vary from the cost estimates or opinions prepared and MSG offers no guarantee related to the Project cost.

12. **Payment Terms:** Client recognizes that time is of the essence with respect to payment of Client's Consultants' invoices and that timely payment is a material part of the consideration of MSG's services. MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. Client payment to MSG is not contingent on arrangement of project financing, property acquisition, or approvals necessary for project initiation through completion. Invoice payment delayed beyond sixty (60) calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond seventy (70) calendar days shall be just cause for termination of the services by MSG. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination by MSG.

In cases where MSG has issued reports and/or letters of reliance, MSG may also notify the Client and any other party to which these reports and/or letters of reliance were issued of MSG's withdrawal of reliance upon the information contained therein, and request return of all written reports, data, and other information as the rightful property of MSG, based upon the Client's failure to pay. In the case of such a request, the Client agrees to return all documents and/or letters of reliance, and provide written notification to any party to which MSG's reports or data were disseminated, notifying them of MSG's withdrawal of reliance.

14. **Ownership of Documents:** Documents prepared or furnished by MSG pursuant to this Agreement are instruments of MSG's professional services and MSG shall retain all ownership and property interest therein, including all copyrights. Upon payment for services rendered, MSG grants Client a non-exclusive license to use instruments of MSG's professional service for its intended purpose. It is expressly understood that computer-aided design and drafting ("CADD") and/or building information modeling ("BIM") files are issued only as supplemental information for convenience to the Client or other authorized users. CADD and BIM, like any electronic data when transferred in any manner or translated from the system and format used by MSG pursuant to this Agreement to another system or form, are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted whether inadvertently or otherwise. As such, record documents of service shall be based on the printed copy. Reuse or modification of any such documents by Client, without MSG's written permission, shall be at Client's sole risk.. Client may request electronic CADD and BIM files prepared by MSG upon submitting a signed MSG's Electronic File Release Agreement which specifies the electronic files requested. If and to the extent Client requests and receives electronic files prepared by MSG, the terms of the Electronic File Release Agreement are hereby incorporated herein by reference and apply in all respects.

15. **Independent Contractor:** MSG shall serve as an independent contractor for services provided under this Agreement. MSG shall retain control over the means and methods used in performing its services and may retain subconsultants to perform certain services as determined by MSG.

16. **Insurance:** At a minimum, MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at a commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation:	As required by applicable state statute
Commercial General Liability:	$1,000,000 per occurrence (bodily injury including death and property damage) $2,000,000 aggregate
Automobile Liability:	$1,000,000 combined single limit for bodily injury and property damage
Professional Liability:	$2,000,000 each claim and in the aggregate

17. **Limitation of Liability:** IN NO EVENT SHALL MSG BE LIABLE TO THE CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, EVEN IF MSG HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this Agreement and/or MSG's performance of services on the Project, from any and all causes, to $50,000 or the fee realized by MSG for the Project, whichever is greater.

18. **MSG as Business Entity:** Client acknowledges that MSG is a business entity and agrees that any claim made by the Client arising out of any act or omission of any member, owner, partner, manager, director, officer or employee of the business entity in the execution or performance of this Agreement shall be made solely against the business entity and not against any individual or group of individuals in any capacity.

19. **Indemnification:** MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom MSG is legally liable.

20. **Safety:** MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Client or any other contractor or consultant engaged by the Client, nor shall MSG be responsible for the Client's or any other contractor or consultant engaged

by the Client's failure to perform such party's work in accordance with the requirements of this Agreement.

21. **Defects in Service:** The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its agreements with contractors and shall require all subcontracts at any level to contain a like provision. Failure by the Client or Client's contractors or subcontractors to notify MSG shall relieve MSG of the costs of remedying such defects in service, to the extent that the cost of remedy would have cost less had prompt notification been given when such defects were first discovered. MSG will correct defects, at its own costs, if timely notified by Client.

23. **Buried Utilities:** Client will furnish to MSG information identifying the type and location of utility lines and other artificial (for purposes of this Section 23, meaning made or produced by human beings rather than occurring naturally) objects beneath the Project site's surface. Using information provided by the Client, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in a manner consistent with the Standard of Care as defined herein. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. Client and MSG mutually agree to field validate the location of underground utilities or other artificial objects and vet final subsurface penetration locations to the satisfaction of both parties. Further, MSG reserves the right to notify local utility protection agencies or services, and to delay Project implementation until these agencies or services have identified known utility lines or other subsurface artificial objects. MSG will take reasonable precautions to avoid damaging any identified utility lines or other artificial objects. Client agrees to waive any claim against MSG, and to defend, indemnify and hold MSG harmless from any claim or liability for injury or loss, including economic damages arising, or allegedly arising, from MSG's damaging underground utilities or other artificial objects that were not called to MSG's attention, which were not properly located on plans furnished to MSG, or were not identified or properly marked by any utility protection agency or service contracted by MSG unless damages are caused by the sole negligence or willful misconduct of MSG.

24. **Disease Transmission**: MSG shall have no responsibility for the transmission of communicable disease including, but not limited to, COVID-19 and other corona viruses (collectively, "Diseases"), or exposure of persons to Diseases discovered at the premises. MSG cannot prevent Client and/or Client's invitees from becoming exposed to, contracting, or spreading Diseases while utilizing MSG's services. It is not possible to prevent against the presence of Diseases. Therefore, if Client chooses to utilize MSG's services, Client may be exposing Client or Client's invitees to and/or increasing Client's and/or Client's invitees' risk of contracting or spreading Diseases. Client hereby releases, waives, discharges, and covenants not to sue MSG from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to any pandemic or public health situation, or any Disease related health issue or exposure.

25. **Notification of Hazardous Materials:** The Client warrants they have disclosed the location and quantity of all potential wastes, hazardous materials, including asbestos, and/or petroleum compounds (collectively, "Hazardous Materials"), whether regulated or unregulated, that are assumed or suspected to exist or may be encountered on the Project.

26. **Third-Party Claims:** All services provided by MSG are for the sole use and benefit of the Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG.

28. **Confidentiality:** MSG will hold in confidence any information about the Client's operations that would normally be considered confidential. Such obligation shall not hold with respect to:

a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
c. Information that is released from its confidential status by the Client.
d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given to Client.
e. Where disclosure is required to comply with a professional code of conduct or ethics.
f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

29. **Dispute Resolution:** In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and MSG shall endeavor to resolve claims, disputes and other matters in question during a meet and confer session. A meet and confer session shall be attended by the Client and MSG or their authorized representatives who shall have the authority to bind the parties. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in Oakland County, Michigan or the court for the Eastern District of Michigan. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

30. **Suspension of Work:** The Client may suspend services performed by MSG upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

MSG may suspend services if Client fails to make payments to MSG in accordance with Section 12 of this Agreement or fails to meet its other material responsibilities under this Agreement. Such failure shall be considered substantial nonperformance and cause for termination or, at MSG's option, cause for suspension of performance of services under this Agreement or as otherwise set forth in Section 12 hereof. In the event of a suspension of services, MSG shall have no liability to the Client for delay or

damage because of such suspension of services. Before resuming services, MSG shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MSG's services. MSG's fees for the remaining services and the time schedules shall be equitably adjusted.

31. **Termination for Default or Breach:** Except as otherwise provided herein, in the event of a Default (as defined herein) by either party, the non-Defaulting or non-breaching party shall give written notice to the Defaulting party of the Defaulting party's obligation to cure the Default with diligence and promptness. If the Defaulting party fails to cure such Default within seven (7) days after receipt of written notice, then the other party without prejudice to other remedies it has, may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. For purposes of this Agreement, "Default" means (i) a party fails to perform any of its material duties or obligations under this Agreement, (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a material breach of this Agreement or default, or (iii) a party files a petition or otherwise commences or authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has any such petition filed or proceeding commenced against it or its assets, or otherwise become bankrupt or insolvent, however evidenced, or be unable to pay its debts as they fall due.

32. **Termination Without Cause**. Client may terminate this Agreement at any time without cause upon providing at least fourteen (14) days prior written notice to MSG.

33. **Assignment:** The Client may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining MSG's written consent. Any attempt to assign the Client's rights or obligations under this Agreement in breach of this paragraph shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns. MSG's consent to an assignment is contingent upon the Client's compliance with the following: prior to any assignment, the party proposing to assign its rights and responsibilities under this Agreement and that party's proposed assignee shall furnish to the other party reasonable evidence that arrangements have been made by the proposed assignee to fulfill the assigning party's obligations, including financial obligations, under this Agreement. If the non-assigning party has no reasonable objection to the proposed assignment, the proposing party may then assign the Agreement. Any expense incurred by MSG because of the assignment shall be considered as an additional service and compensated in accordance with this Agreement. MSG may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining Client's written consent. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

34. **Waiver of Rights:** The failure of either party to enforce any provision of these Terms shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

35. **Headings**: The headings contained herein are inserted for convenience only and do not define, limit, or construe the contents of the articles, sections, or subsections to which they refer.

36. **Governing Law:** The terms of this Agreement shall be governed by the laws of the State of Michigan without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the State of Michigan.

37. **Integration:** This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties.

38. **Severability:** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

39. **Survival:** All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

40. **Notice**: Any notice to MSG or Client that is required or permitted by this Agreement shall be in writing and shall be deemed effectively given to the other party when personally delivered, upon confirmation of receipt or upon sender's receipt of a read receipt when sent by e-mail to the MSG representative or Client representative expressly designated in the Proposal or Scope of Work, or upon actual receipt when mailed by first class postage prepaid, registered or certified mail, return receipt requested, or when sent by overnight courier service to the address expressly designated in the Proposal or Scope of Work, or to such other person or address as either party may otherwise specify in writing.

42. **Conflict**: In the event of a conflict between the Proposal or Scope of Work and these Terms, then the Proposal shall control.

Updated as of January 1, 2022

RESPOSE TO THE REQUEST FOR PROPOSALS

Update to the Five-Year Parks and Recreation Master Plan



PREPARED FOR
City of Ferndale
Parks and Recreation Department
1938 Burdette Street Suite 109
Ferndale Michigan 48220

PREPARED BY
The Mannik & Smith Group, Inc.
Mike Hoffmeister, CPRP
Senior Municipal Manager
October 14 2026

October 14, 2026

LaReina Wheeler, Parks and Recreation Director
City Ferndale Parks and Recreation
1938 Burdette Street, Suite 109
Ferndale, Michigan 48220

RE: City of Ferndale Five-Year Parks and Recreation Master Plan

Dear Ms. Wheeler and Mr. Johnson:

Ferndale has made meaningful investments in its parks and recreation system since adopting the current master plan. Improvements at Wilson, Martin Road, Harding, Geary, Lennon, and other parks are creating new opportunities while also introducing important questions about accessibility, maintenance, programming, connections, operating capacity, and future investment. Your next master plan should capture that progress and provide a practical framework for deciding what comes next.

Ferndale's residents recognize and know what they want out of their parks & recreation facilities and programs. The engagement process will provide convenient opportunities for current park users and non-users to participate through a community survey, interactive workshops, targeted conversations, and brief activities at parks, programs, and other places residents already visit. The city will receive clear documentation of who participated, what was heard, and how community input influenced the recommendations.

The completed plan will give Ferndale more than a list of desired projects. It will provide a prioritized five-year action program that identifies timing, responsibility, anticipated costs, potential funding sources, operational considerations, partnerships, and measures of progress. Recommendations will be coordinated with the city's budget and capital-planning processes so the plan can support annual decision-making, grant applications, partnerships, and implementation.

The Mannik & Smith Group, Inc. (MSG) will bring Ferndale a team experienced in recreation planning, municipal operations, public engagement, accessibility, park planning, funding, and implementation. Mike Hoffmeister, CPRP, will serve as the project manager and the city's primary point of contact and will remain directly involved from project initiation through adoption and Michigan Department of Natural Resources review.

We appreciate the opportunity to help Ferndale create a plan that reflects the community it serves, builds on the city's accomplishments, and provides a realistic path for the next five years.

Sincerely,

Mike Hoffmeister, CPRP
Senior Municipal Manager | Project Manager
734-219-4142 | mhoffmeister@manniksmithgroup.com

Todd J. Brown
Vice President | Principal in Charge
517-499-1185 | tbrown@manniksmithgroup.com

1. Introduction and Project Understanding

Ferndale's next plan should be a disciplined update, not a rewrite. The city has already completed an integrated Plan Ferndale process, invested heavily in parks, secured multiple grants, and advanced major projects. MSG will use those investments as the starting point, document results, and focus new work on decisions the city now faces.

What Has Changed Since the 2022 Plan

The system has moved from planning into visible implementation. Wilson Park improvements have added an accessible walking path, inclusive playground features, a new pavilion, improved accessible parking, site furnishings, and interpretive signage. Martin Road Park has received or is advancing a grant-funded service building and playground expansion, while the city continues to work on field lighting, stormwater, and other park-support needs. Harding Park's inline rink replacement, Geary Park improvements, Lennon Park, systemwide amenities, accessible connections, and fleet and maintenance needs appear in the city's current capital program.

Planning Issues the New Plan Must Resolve

Local Issue	Planning Response
Progress and continuity	Separate completed, underway, deferred, modified, and obsolete recommendations so the next action program starts from a verified baseline.
A compact built-out city	Evaluate geographic access, safe walking and biking connections, park function, nearby regional resources, and opportunities to improve existing sites rather than relying on new acreage.
Access and universal design	Assess the full user journey at every City-owned or operated site and identify improvements that go beyond minimum compliance.
Asset lifecycle and operations	Connect facility condition, remaining useful life, maintenance capacity, programming demands, and capital replacement into one priority framework.
Changing community needs	Looking beyond population totals to age, household type, tenure, disability, income, transportation access, participation, and barriers to service.
Implementation and funding	Tie recommendations to responsible parties, timeframes, realistic cost ranges, grant opportunities, partners, dependencies, and measurable outcomes.
Climate and resilience	Carry relevant Plan Ferndale and Climate Action Plan direction into shade, tree canopy, stormwater, heat, materials, energy, and resilient park operations.

The Result Ferndale Will Receive

The final plan will be concise enough to use, complete enough for DNR approval, and specific enough to guide annual budgeting and grant applications. Recommendations will distinguish capital development, rehabilitation and replacement, accessibility improvements, maintenance, programming, communications, policy and operations, partnerships, and longer-term ideas. The executive summary and action program will allow City staff, the Parks and Recreation Commission, City Council, partners, and residents to understand what should happen next and why.

2. Project Team

MSG will provide a small, accountable core team backed by in-house specialists.

Team Member	Role	Involvement
Mike Hoffmeister, CPRP	Project Manager	Primary involvement throughout all tasks; leads meetings, engagement, analysis, action planning, and adoption.
Lucie Fortin, PLA, AICP	Senior Planner and Landscape Architect	Major involvement in document development QAQC
Todd J. Brown	Principal in Charge	Executive oversight and contract authority.
MSG Technical Staff	GIS, Graphics, Engineering, Accessibility, and Funding Support	Targeted involvement in marketing materials, mapping, field documentation, asset issues, cost ranges, graphics, grants, and accessible publication files.

Mike Hoffmeister, CPRP

Project Manager

Mike has more than 17 years of experience in municipal government operations and administration, with specialized expertise in parks and recreation. His prior service as department head and village manager gives him practical knowledge of parks, public works, finance, planning and zoning, economic development, staffing, budgeting, and elected-body decision making. His parks and recreation experience include master planning, park and trail development, maintenance operations, recreation programming, golf, and overall administration.

Lucie Fortin, PLA, AICP

Senior Planner and Landscape Architect

Lucie is a licensed landscape architect and certified community planner who has practiced since 1985. She combines planning and design to develop implementable solutions for community development, recreation, natural resources, mobility, and placemaking. Her experience includes master plans, recreation plans, nonmotorized plans, park plans and designs, corridor and area plans, design guidelines, feasibility studies, public engagement, report writing, grants, graphics, and GIS.

Todd J Brown

Principal in Charge

Todd will provide executive oversight and make sure MSG resources are available when the project requires specialized support. His municipal consulting experience includes coordination with city engineers, public works and utility directors, department heads, city staff, and contracted partners. He will review major deliverables for contract compliance, schedule, quality, and practical implementation.



3. Firm Qualifications and Related Experience

Founded in 1955, MSG is a multidisciplinary consulting firm with more than 625 employees in 25 offices. MSG brings planning, landscape architecture, civil and transportation engineering, environmental services, GIS, surveying, grant strategy, public engagement, and construction support together within one firm. That breadth is especially useful for a plan that must connect community priorities to accessible design, infrastructure, operations, funding, and implementation.

Business Information	Detail
Legal Name	The Mannik & Smith Group, Inc.
Organization	C Corporation | State of Ohio
Established	July 1, 1955
Business	Multidisciplinary consulting engineers, planners, landscape architects, scientists, surveyors, GIS specialists, and grant professionals
Authorized Contact	Mike Hoffmeister, CPRP | 734-219-4142 | mhoffmeister@manniksmithgroup.com
Direct Address	2365 Haggerty Road, Canton, Michigan 48188

Related Experience with Parks & Recreation Master Plans

The following assignments were completed within the past five years and demonstrate direct experience with Michigan DNR requirements, public engagement, accessibility reviews, action planning, adoption, and implementation-focused recommendations.

City of Dearborn 2026-2030 Parks and Recreation Master Plan

MSG completed the full five-year planning process for a community of more than 107,000 residents and approximately 40 parks. Services included the community description, administrative structure, recreation inventory, public engagement, accessibility review, goals and objectives, action program, adoption, and DNR-compliant documentation.

City of Ypsilanti 2026-2030 Parks and Recreation Master Plan

MSG completed all plan elements for a community of more than 20,000 residents and 15 parks. Work included staff coordination, community description, administration, inventory, public engagement, needs analysis, action planning, public review, adoption, and DNR submission support.



Village of Vicksburg 2026-2030 Parks and Recreation Master Plan

MSG completed the Village's five-year recreation plan, including system inventory, community input, goals, action priorities, adoption, and DNR documentation. The plan was structured to help a small municipal staff move efficiently from public priorities to grant-ready implementation.

Current Michigan Recreation Planning Work

- City of Grand Ledge, MI - 2027-2031 Parks and Recreation Master Plan.
- Van Buren Township, MI - 2027-2031 Parks and Recreation Master Plan.
- Meridian Charter Township, MI - 2027-2031 Parks and Recreation Master Plan.
- City of Dearborn Heights, MI - 2027-2031 Parks and Recreation Master Plan.
- City of Adrian, MI - 2027-2031 Parks and Recreation Master Plan.

4. Subconsultants

No subconsultants are anticipated for the base scope of this project.

5. Project Approach and Work Plan

MSG's ten-task work plan follows the city's scope in the same order and adds the controls needed to deliver a credible plan on a compressed schedule. The work will be iterative: field observations, program data, community input, staff knowledge, and capital information will be tested against one another before recommendations are finalized.

Task 1. Project Initiation and Management

MSG will begin immediately after authorization and establish a shared work program that protects critical review, engagement, and adoption dates.

- Conduct one in-person kickoff with Parks and Recreation staff and other City representatives.
- Conduct one in-person kickoff meeting with the Parks and Recreation commission.
- Confirm goals, roles, decision points, communication protocols, project contacts, data needs, meeting schedule, engagement strategy, and approval path.
- Provide regular updates to both the Parks and Recreation staff and written reports to provide at the regularly scheduled Parks and Recreation Commission meetings.

Task 2. Existing Plans Studies and Prior Commitments

The prior plans will be treated as an evidence base. MSG will identify what remains reliable and where new analysis is needed.

- Review the 2017-2021 and 2022-2027 parks and recreation master plans and appendices, Plan Ferndale, the Climate Action Plan, strategic plans, current budget and capital improvement plan, park concepts, accessibility and facility studies, grant files, program information, GIS, and prior engagement.
- Review relevant Oakland County, SEMCOG, neighboring-community, trail, mobility, open-space, SCORP, NRPA, and DNR planning resources.
- Document the basis for carrying each continuing item into the new plan.

Task 3. Community Profile and Recreation Needs Assessment

The profile will focus on changes that affect recreation decisions rather than reproducing general demographic tables.

- Update population, age, household composition, income, disability, race and ethnicity, housing tenure, transportation access, and other relevant characteristics using current data resources.
- Evaluate local, regional, and national participation and leisure trends that may affect programs, facilities, and services during the next five years.
- Analyze geographic, demographic, programmatic, financial, transportation, and communication barriers to access.
- Use NRPA Park Metrics, peer-community comparisons, walk-access mapping, program participation, public input, and city-specific performance measures as complementary tools rather than stand-alone standards.
- Identify regional resources and partnerships that expand choice and avoid unnecessary duplication.



Task 4. Recreation Inventory and Park Facility Assessment

MSG will field-verify and update the existing inventory for all city-owned or operated sites.

- Confirm park classification, acreage, service area, purpose, facilities, amenities, use, condition, and changes.
- Document improvement status, apparent asset age and remaining useful life, major rehabilitation or replacement needs, and planning-level maintenance implications.
- Evaluate access by walking, bicycling, transit, and vehicle; internal circulation; safety and comfort; shade; seating; restrooms; wayfinding; and multigenerational and inclusive recreation opportunities.
- Update system and site maps using available city GIS and editable source data.
- Verify grant-assisted facilities and compile the information needed for DNR planning and post-completion reporting.

Task 5. Accessibility and Universal Design

Accessibility will be evaluated as a complete user experience from arrival through participation, not as a checklist limited to individual amenities.

- Review prior accessibility work and improvements completed since the last plan.
- Evaluate each city-owned or operated park using the DNR 1-to-5 accessibility grading system and applicable 2010 ADA standards.
- Review accessible parking and passenger loading, routes, entrances, activity areas, play and fitness features, seating, restrooms, spectator areas, signage, and connections.
- Identify practical priority improvements, universal-design opportunities, sequencing, and relationships to planned capital or maintenance work.
- Coordinate engagement with people with disabilities and the Ferndale Accessibility and Inclusion Advisory Commission or other city-designated representatives.

Task 6. Programs Services Operations and Partnerships

The plan will connect physical assets to the programs, staffing, partnerships, and resources needed to make them useful.

- Evaluate available registration, participation, wait-list, cancellation, rental, event, transportation, and service data by activity and user group where feasible.
- Identify participation changes, capacity constraints, unmet or emerging interests, and facility-program mismatches.
- Review maintenance, operating, communication, awareness, staffing, and asset-management needs at a five-year planning level.
- Document relationships with Ferndale Public Schools, the Ferndale Area District Library, Oakland County, SMART, the DDA, neighboring communities, leagues, nonprofits, private providers, volunteers, and community groups.
- Identify partnership and sustainable-funding opportunities, including opportunities to package high-priority projects for grants.

Task 7. Community Engagement and Understanding Ferndale Today

MSG will implement the engagement using consistent questions and transparent analysis across methods.

- Administer a mobile-friendly survey with paper and assisted-participation alternatives and appropriate respondent segmentation.
- Facilitate at least two (2) interactive community engagement events and multiple short pop-up or intercept activities at locations and programs residents already use.
- Hold targeted interviews or small groups with partners, user groups, and stakeholders.
- Engage the Parks and Recreation Commission at least three times; support an advisory group if established.
- Analyze responses, participation, and representation; document consensus and differing views; and show how input affected recommendations.

Task 8. Goals Objectives and System Vision

MSG will test the existing vision, goals, and objectives against implementation progress, current conditions, community input, and organizational capacity.

- Retain relevant direction, revise language that no longer fits, and add new goals only where evidence supports the need.
- Address parks and facilities, programs, accessibility, maintenance and operations, connections, communications, partnerships, sustainability, equity, funding, and organizational capacity.
- Write measurable objectives and identify practical indicators for monitoring progress.
- Facilitate staff and commission review so the framework reflects both public priorities and implementation responsibility.

Task 9. Five Year Action Program and Capital Priorities

The action program will be the management core of the plan and will align recommendations with the city budget and capital process.

- List each recommended project or action, related goal, rationale, priority, timeframe, responsible department or partner, planning-level cost, potential funding, operating implications, dependencies, and performance measure.
- Distinguish capital development, rehabilitation and replacement, routine and enhanced maintenance, accessibility, programming, service, policy, communication, partnership, and longer-term actions.
- Reconcile priorities with the current 2027-2032 CIP and identify where timing, scope, or cost assumptions should be updated.
- Identify grant-ready projects and logical project packages, including preliminary match and readiness considerations.
- Provide a transparent prioritization method that combines safety, accessibility, equity, condition, use, community support, grant opportunity, operating impact, and readiness.

Task 10. Drafting Adoption and DNR Approval Support

MSG will manage the document and approvals as a single compliance pathway, leaving sufficient time for public and city review.

- Prepare an administrative draft of the parks & recreation master plan for staff review.
- Prepare the public-review draft and a concise executive summary suitable for broad distribution.
- Prepare the notice of availability and support the required minimum 30-day public review period with online and nonelectronic access.
- Prepare public-hearing notices, presentations, resolution language, minutes documentation, and transmittal materials.
- Present to the Parks and Recreation Commission for a draft review, public hearing and final review to recommend the plan to the City Council.
- Present the final draft plan to the City Council for approval via resolution
- Revise and deliver the adopted plan in accessible digital, print-ready, and editable formats; support submission to DNR, Oakland County, and SEMCOG; and respond to reasonable DNR comments.

6. Community Engagement Approach

Ferndale's engagement process should be recognizable as Ferndale: direct, welcoming, creative, and easy to join. MSG will bring planning activities to residents instead of expecting every resident to attend a formal meeting. We will combine broad participation with targeted work to understand who is not using parks, programs, and services and why.

Engagement Principles

Principle	How It Will Shape the Process
Meeting people where they are	Use parks, programs, the library, schools, senior services, community events, downtown, and partner networks as participation channels.
Offer equivalent ways to participate	Provide mobile, paper, in-person, and assisted options with consistent core questions so findings can be compared.
Make activities brief and useful	Use short map, budget, priority, and barrier exercises that can be completed in minutes or explored in depth.
Design for access	Use plain language, readable graphics, accessible meeting locations and materials, and accommodations coordinated with the City.
Track representation	Monitor participation by geography and selected demographic or user characteristics without requiring personally identifying information.
Close the loop	Publish concise findings and show where community input confirmed, changed, or did not change a recommendation and why.

Proposed Engagement Program

1. At kickoff, MSG and city staff will identify stakeholders, participation barriers, existing events and programs, accessible locations, and outreach responsibilities.
2. Community survey(s). MSG will complete a primary park survey and a park visitor survey. Both will be concise mobile-friendly surveys which will address park use, program participation, barriers, satisfaction, priorities, investment tradeoffs, communications, and respondent characteristics. Paper copies and assisted completion will be available.
3. Special Events. MSG will use a portable exercise at recreation programs, senior activities, public facilities, and other city-approved locations.
4. Community Engagement Workshops. Two workshops will combine a system map, findings from the status review, small-group discussions, and hands-on exercises focused on access, use, programs, and priorities.
5. Targeted conversations. Small groups and stakeholders will focus on youth and teens, older adults, people with disabilities, renters and newer residents, families with young children, lower-income households, communities of color, non-users, athletic and park user groups, schools, the library, Oakland County, SMART, nonprofits, and adjacent communities.
6. Parks and Recreation Commission Workshop. One Parks & Recreation Commission touchpoint will include a workshop with the commission. This will be like that of the other public engagement workshops.
7. Public review and hearing. MSG will support the minimum 30-day review, summarize comments, document responses, and present the final plan for hearing and adoption.

7. Project Schedule

Task	November 2026	December 2026	January 2027	February 2027	March 2027	April 2027
1. Project Kick Off	PC					
2. Community Description						
3. Administrative Structure						
4. Parks & Recreation Inventory						
5. Stakeholder & Public Engagement			OH	OH		
6. Parks & Recreation Master Plan				PC	PC	CC

OH: Public Open House and Workshop
PC: Public meeting with the Parks & Recreation Commission
CC: Public City Council



8. References

Comparable Project	Client Reference	Project Description
City of Dearborn 2026-2030 Parks and Recreation Master Plan	Sean Fletcher Director of Parks and Recreation 313-943-2804 sfletcher@dearborn.gov	Full DNR-compliant 2026-2030 Parks & Recreation Master Plan
City of Ypsilanti 2026-2030 Parks and Recreation Master Plan	Bonnie Wessler Director of Public Works 734-483-1421 wesslerb@cityofypsilanti.com	Full DNR-compliant 2026-2030Parks & Recreation Master Plan
Village of Vicksburg 2026-2030 Parks and Recreation Master Plan	Jim Mallery Village Manager 269-649-1919 jmallery@vicksburgmi.org	Full DNR-compliant 2026-2030 Parks & Recreation Master Plan
City of Grand Ledge 2027-2031 Parks and Recreation Master Plan	Rich Morrison Community Development Director 517-622-7936 rmorrison@cityofgrandledge.com	Full DNR compliant 2027-2031 Parks & Recreation Master Plan
City of Dearborn Heights 2027-2031 Parks and Recreation Master Plan	Theresa McArleton Director of Parks & Recreation 313-791-3600 tkmcarleton@dearbornheightsmi.gov	Full DNR compliant 2027-2031 Parks & Recreation Master Plan
Van Buren Township 2027-2031 Parks and Recreation Master Plan	Elizabeth Renaud Director of Projects & Grants 734-787-0542 erenaud@vbtmi.gov	Full DNR compliant 2027-2031 Parks & Recreation Master Plan
Meridian Township 2027-2031 Parks and Recreation Master Plan	Courtney Wisinski Director of Parks and Recreation 517-853-4604 wisinski@meridian.mi.us	Full DNR compliant 2027-2031 Parks & Recreation Master Plan

9. Proposed Innovations and Best Practices

MSG proposes practical innovations that improve decision quality and implementation without adding technology for its own sake.

Practice	Value
Implementation status matrix	Makes prior commitments visible and prevents completed or obsolete recommendations from being carried forward automatically.
Whole-journey accessibility review	Evaluates arrival, route, participation, support amenities, information, and

Practice	Value
	connections rather than scoring isolated features.
Segmented survey analysis	Compare current users and non-users and selected demographic or geographic groups to identify needs hidden by overall averages.
Transparent priority model	Scores projects using criteria such as safety, accessibility, equity, condition, use, community support, readiness, funding, and operating impact.

10. Cost Proposal

The final fee schedule below provides personnel, estimated hours, and a total not-to-exceed fee by task. For the purposes of simplicity, the ten tasks provided in the RFP have been combined into the core chapters and breakdown of a parks and recreation master plan as provided by the Michigan Department of Natural Resources.

Task	Hours	Fee
1. Project Initiation and Management	10	$1,400
2. Review of Existing Plans, Studies and Prior Commitments	10	$2,000
3. Current Community Profile and Recreation Needs Assessment	15	$3,240
4. Recreation Inventory and Park/Facility Assessment	15	$3,240
5. Accessibility and Universal Design	10	$2,000
6. Programs, Services, Operations and Partnerships	10	$2,000
7. Community Engagement and Understanding Today's Ferndale	20	$3,400
8. Goals, Objectives and System Vision	15	$3,110
9. Five-Year Action Program and Capital Priorities	15	$3,110
10. Drafting, Adoption and DNR Approval Support	20	$3,400
Grand Total	**140**	**$26,900**



11. Assumptions and City Responsibilities

Scope and Schedule Assumptions

- The city will coordinate access to parks, buildings, staff, and existing records and will identify any safety or access restrictions before fieldwork.
- The city will reserve accessible meeting locations, support local promotion and outreach, and post or publish legally required notices. MSG will draft notices and engagement materials.
- Scope includes planning-level site observations and cost estimates. It does not include boundary or topographic survey, engineering investigations, destructive testing, environmental testing, detailed architectural or engineering design, or construction documents.
- Accessibility observations support recreation planning and prioritization; they are not a substitute for a formal ADA transition plan, legal opinion, or detailed code compliance audit unless separately authorized.
- DNR approval timing is controlled by the agency. MSG will prepare a compliant submission and respond to reasonable review comments within the agreed scope.
- The proposal and fee will remain valid for at least 90 days after October 14, 2026, submission deadline.
- The city will provide all printing services for marketing materials and park signs.
- The city will provide available plans, GIS, budgets, grant records, inventories, program and participation information, contact lists, and prior engagement materials to the best of their abilities.
- Major scope changes, new plan components required after kickoff, or delays outside MSG's control may require a mutually agreed schedule or fee adjustment.

12. Required Forms and Certifications

No separate mandatory forms were included in the supplied RFP file.

Ferndale Parks and Recreation
Incubizo, Suite 109
1938 Burdette St
Ferndale, MI 48220
248-544-6767
www.ferndalemi.gov

RFP ADDENDUM #01

DATE	September 27, 2026
PROJECT NAME	2027 Ferndale 5-Year Parks & Recreation Master Plan Update
DISTRIBUTION	All prospective proposers

The following questions were submitted through BidNet regarding the City of Ferndale's 2027 Five-Year Parks & Recreation Master Plan Update RFP. Following are the responses to the questions.

RFP QUESTIONS & ANSWERS

Item No. 1

A. Is there a proposed budget for this project?

City Response: The City has budgeted $37,500 for completion of the Plan update.

Item No. 2

B. The RFP indicates proposal delivery to the Clerk's office but also mentions BidNet submission. Do you want to receive printed copies, or is a BidNet upload acceptable?

City Response: Both an electronic copy and one printed copy is required by the RFP deadline. The electronic copy shall be submitted through BidNet. One printed copy shall also be delivered to the Ferndale City Hall front desk.

Item No. 3

C. The project timeline in the RFP targets plan adoption on April 16, 2027. That date is beyond the February 1, 2027 MDNR submission deadline, which would make the City ineligible for the DNR/LWCF 2027 grant cycle. Is there a specific reason the City is targeting plan adoption in April 2027? Does the City have funding requests that are planned for submission for the 2027 grant cycle?

City Response: The City established the April 26, 2027 adoption schedule to provide the selected consultant sufficient time to complete a thorough update of the Plan, including stakeholder and community engagement. If a proposer believes the required planning process and City Council adoption can reasonably be completed by February 1, 2027, the proposer may include an accelerated schedule in its proposal for the City's consideration. The City currently anticipates submitting a funding request during the 2027 MDNR recreation grant cycle and, if the updated Master Plan is not adopted by the applicable deadline, intends to utilize its Capital Improvement Plan for the proposed project, if permitted by MDNR requirements.

Item No. 4

D. Would the city be open to extending the planning process though mid to late 2027 to better support the stakeholder input, community engagement, and plan development?

City Response: Because this project is an update to the existing Plan rather than development of a new Master Plan, the City provided approximately five months for completion. If a proposer believes additional activities or time would materially improve the planning process, the proposer may identify the recommended activities and an alternative schedule in its proposal for the City's consideration.

Item No. 5

E. Does the City have a completed ADA Transition Plan?

City Response: No. The City does not currently have a completed ADA Transition Plan.

Item No. 6

F. Is there an established or estimated budget for completion of the Master Plan update?

City Response: The City has budgeted $37,500 for completion of the Plan update.

Item No. 7

G. Please confirm whether the target City Council adoption date is April 16, 2027 or April 26, 2027.

City Response: The target City Council adoption date is April 26, 2027.

Item No. 8

H. Has the City established an anticipated budget or not-to-exceed range for the project that it can share with proposers?

City Response: The City has budgeted $37,500 for completion of the Plan update.

Item No. 9

I. Does the City have an anticipated target number of participants for the community survey and engagement activities?

City Response: There is no set number of participants. Our goal is to engage as many residents, stakeholders, visitors, and other community members as possible from various demographics.

Item No. 10

J. Will the City provide GIS files, existing park inventories, facility assessments, accessibility studies, capital improvement information, program participation data, and other existing datasets in editable formats?

City Response: The City will provide existing GIS files, inventories, assessments, plans, program data, and other relevant information in editable formats where those formats are available. Some existing materials may only be available in PDF or other non-editable formats.

Item No. 11

K. Should proposers assume that all 14 parks and greenspaces will receive an in-person field assessment, and should the assessment include individual recreation amenities and support

facilities, or should proposers propose an appropriate level of assessment?

City Response: Yes. The consultant should conduct an in-person site visit of all 14 parks and greenspaces and perform a planning-level visual assessment of the parks, individual recreation amenities, and support facilities. The City has an existing inventory of park amenities and support facilities that may be used as a baseline and updated as necessary. The previous Master Plan also includes park assessments that may assist with the update. The majority of the City's parks are neighborhood parks.

Item No. 12

L. Should planning-level cost estimates be developed for all recommended capital projects, or only priority projects included in the five-year action program?

City Response: Planning-level cost estimates are required only for priority projects included in the five-year action program.

Item No. 13

M. Will the City provide the most current Michigan DNR recreation-plan guidance and required forms, or should the consultant obtain and interpret the current requirements as part of the scope?

City Response: The consultant is responsible for obtaining and using the most current MDNR recreation planning guidance and required forms available from MDNR and for ensuring that the updated Plan complies with current MDNR requirements.

Item No. 14

N. Please confirm whether the selected consultant is expected to have prior experience obtaining approval of Michigan DNR five-year recreation plans, or whether DNR experience may be provided through a qualified subconsultant.

City Response: The project team should demonstrate relevant experience with Michigan DNR five-year recreation plans. That experience may be provided by either the prime consultant or a qualified subconsultant.

Item No. 15

O. Will the park facility assessment require an architect and engineer on the team to evaluate detailed building systems or will a broader visual assessment by the parks and recreation planning consultant be sufficient?

City Response: An architect or engineer is not required for the facility assessment. A planning-level visual assessment by the parks and recreation planning consultant is sufficient.

Item No. 16

P. Does the City have a budget for this project?

City Response: The City has budgeted $37,500 for completion of the Plan update.

Other:

Q. Can you provide us with the following documents:

City Response: The links to these documents are included below or can be found in BidNet.

- 2017 City of Ferndale Parks & Recreation Master Plan.
  This document can be found in BidNet under this Addendum (Addendum No: 1)

- 2027 Five-Year Parks & Recreation Master Plan.
  N/A.

- 2022-2027 City of Ferndale Parks & Recreation Master Plan and appendices.
  https://ferndalemi.gov/PDFs/2022%20Parks%20and%20Recreation%20Plan%20&%20Appendix%20Adopted%201.24.22.pdf

- Current Plan Ferndale / Master Land Use Plan
  https://ferndalemi.gov/resources/community-plans



October 14, 2026

View Addendum

Print



FERNDALE

October 14, 2026

Addendum Description

Electronic copies of the proposal need to be emailed to Lwheeler@ferndalemi.gov instead of uploaded in Bidnet. The subject line must state "SUBMITTAL 2027 PARKS & RECREATION MASTER PLAN." Proposals shall be submitted to the City Clerk's office of the City of Ferndale, 300 East Nine Mile Rd, Ferndale, MI 48220 and emailed electronically in PDF format no later than the deadline.

Notice Modifications

Notice Information	From Value	To Value
Delivery Point	300 E. 9 Mile Rd, Ferndale MI	--

Category Modifications

Added Categories

Mike Hoffmeister CPRP

Senior Municipal Manager



Specializations

Municipal Government Operations & Administration

Parks & Recreation Operations & Administration

Parks Master Plans & Site Development Plans

CAPRA Accreditation

Education

BS, Sport Management, Bowling Green State University, 2008

Certifications / Affiliations

Certified Parks & Recreation Professional (CPRP)

Years of Experience

With MSG	2024 – Present
Other Firms	2009 – 2024

Professional Background

Mike has over 17 years of experience in municipal government operations and administration. He has specialized skills in municipal government administration, parks & recreation and has worked as a Department Head and Village Manager in the past. His primary focus in the parks and recreation field include CAPRA accreditation, parks & recreation master plans, park and trail development, maintenance operations, golf, recreation programming and overall administration. Additionally, as a Village Manager, he became knowledgeable in general government administration including public works, finance, planning and zoning, economic development and more. He is a Certified Parks & Recreation Professional (CPRP) through the National Recreation and Parks Association (NRPA). Mike has also gained invaluable experience through his extracurricular experience with professional membership organizations. Mike currently serves as the mParks Foundation Chair and as a CAPRA Accreditation Lead, Visitor and Mentor for the National Recreation and Parks Association. Mike previously served as the president of the Indiana Parks & Recreation Association (IPRA) two times, was on the NRPA local host committee for the 2018 annual conference in Indianapolis and served four (4) years on the NRPA Annual Conference Program Committee.

Specializations

Municipal Government Operations & Administration
Mike is well versed in all aspects of local government from his experience as a Village Manager. Being a Village Manager in a small town required Mike to understand all aspects of the operation including construction projects, finance, grant writing, code enforcement, planning & zoning, engineering, water & wastewater operations and all other agency departments. Mike has had the opportunity to plan and manage capital projects of all sizes and varieties.

Parks & Recreation Planning
Prior to becoming a Village Manager, Mike served in several Parks & Recreation positions starting as a Recreation Program Coordinator eventually leading to a future position as a director. Having experienced many positions, Mike has gained has managed and supervised parks departments of varying sizes including golf courses. Additionally, Mike has had the privilege of helping those agencies complete Parks & Recreation Master Plans, Alternative Transportation Plans, Maintenance Operations Plans and more. He has also had the opportunity of completing many capital improvement plans of varying size and importance. All his experience has allowed Mike to gain valuable knowledge and insight into nationwide trends within the Parks & Recreation field.

Public Engagement
Mike specializes in public engagement for local governments and municipalities by supporting community outreach, stakeholder engagement, and public involvement initiatives. Skilled in facilitating public meetings, Mike clearly communicates technical information, and builds trust between agencies, project teams, and the communities they serve.

Mike Hoffmeister CPRP

Senior Municipal Manager

Experience

Village Manager – Dundee, Michigan
In his role as the Village Manager for the Village of Dundee, Mike served as the chief executive for the Village. He worked closely with community partners and the Village Council to establish long-term goals, finance initiatives and new policies and ordinance. Mike also worked hard to maneuver the Village through complicated labor negotiations and human resources challenges. He worked to restructure and reformat the Village's financial operation to be more inclusive and transparent, passed a new zoning ordinance, prioritized road & park improvements and streamlined the relationship between the Village and all community partners including the DDA. Economic and Community Development was also a priority as he worked closely with property owners and prospective business owners to establish an ongoing economic dialogue and plan for the Village.

Residential Services Director – Charter Township of Ypsilanti, Michigan
During his time as the Residential Services Director for Ypsilanti Township, Mike oversaw all divisions of RSD including parks & recreation, Green Oaks Golf Course, Building Maintenance, Motorpool and Environmental Services. He worked closely with elected officials for a capital project strategy and plan for deferred maintenance on parks and buildings. Additionally, he worked to design a CommUNITY Skate Park. He also served closely to the Township Supervisor for administrative projects including a website redesign, Township rebrand and successfully managing the Township trash and recycling hauler contract.

Assistant Director of Parks & Recreation – City of Noblesville, Indiana
As the Assistant Director of Parks & Recreation, Mike managed and led the day-to-day operation of the department. This included the divisions which comprise the department, Recreation, Park Maintenance, Golf, Community Development and Administration. During his time in Noblesville, Mike was fortunate enough to be involved in many of their long-range plans and the construction of a new community park, Federal Hill Commons. He was also tasked with the activation of the newly constructed park with special events, concerts and programs. Mike also worked with the Director of Parks to create a comprehensive database of department standard operating procedures and policies in hopes of becoming an accredited parks agency.

Recreation Program Coordinator – City of Fishers, Indiana
Formerly known as the Town of Fishers, the City of Fishers employed Mike as a Recreation Program Coordinator. Here, Mike was responsible for recreation programming, special events and summer camps.

Lucie Fortin PLA AICP

Community Planner

Professional Background

Lucie Fortin, PLA, AICP is both a Landscape Architect and a Community Planner. She has been a practicing professional since 1985 and has extensive experience in planning and design, combining both to bring about creative solutions to community development. Lucie has been involved in a wide range of projects focusing on site and land use planning, recreation planning, natural resource management, and on preserving and enhancing community character.

Her experience includes master plans, corridor and area plans, recreation plans, non-motorized transportation plans, park plans and designs, design guidelines, and feasibility studies for both private and public sector clients. Her abilities span the areas of public engagement, oral presentation, report writing, grant preparation, graphics, and Geographic Information Systems.

Specializations

Site Planning and Design
Lucie has participated in the design of numerous site plans for industrial, commercial and residential developments for both small and large properties conducting site analysis, developing concept plans, preparing layouts, landscape plans and details. She has the ability to collaborate internally with a professional project team as well as to coordinate and communicate with clients/developers, local government public officials and staff, and community residents. Her experience spans all phases of project development including site analysis and feasibility studies and the preparation of site plans, construction drawings, and contract documents/specifications. Recent work has included the landscape design for Parking Lot 7 for Bowling Green State University, Dana Axle Production Facility and Detroit Manufacturing Systems plant sites located in the Toledo Overland Industrial Park, and various other sites.

Master Plans, Studies, and Site Development Plans
Lucie has managed and been involved in the preparation of studies, master plans, and site design and construction for a variety of campus-like development, school properties, and parks. Along with analysis and other considerations, these plans provide design solutions and recommendations which include construction costs and project implementation. Recent work has included a Parking Lot Study for the Napoleon Area City Schools, plans for baseball/softball field development at Swanton Schools, a parking lot construction project for the Wheeler Preserve, Master Plans for Carr's Grove Park and the Wheeler Preserve in Bedford Township, the design for the Monroe Loop Trail development, streetscape improvement projects in Temperance and Lambertville, and many others.



Specializations

Site Planning & Design

Master Plans, Studies & Site Development Plans

Education

MSLA, Landscape Architecture, University of Wisconsin

BLA, Landscape Architecture, University of Montreal

Certifications / Affiliations

American Institute of Certified Planners No. 274319

Landscape Architect – State of Michigan No. 1135

Recreation Advisory Board, City of Monroe (2014-Present)

Historic District Commission, City of Monroe (1999-2002)

Secretary, Michigan Chapter, American Society of Landscape Architects, 1998

Years of Experience

With MSG	2015 - Present
Other Firms	1985 - 2015

Lucie Fortin PLA AICP

Community Planner

Experience

Continuing Planning Services
Lucie has been serving as the Village Planner for Pinckney where she regularly is called upon to provide professional opinions in the review of proposed development proposals and other zoning and planning issues. She has managed the preparation and revision of the Village comprehensive plan as well as its joint recreation plan with Putnam Township. She also has been involved in zoning ordinance amendments and revisions for Pinckney and other communities in southeast Michigan.

Master Planning
Over the last 20 years, Lucie has participated in the preparation of numerous community comprehensive and future land use plans, taking a fresh look at communities' strengths and assets, and building on these qualities to create a future vision for sustainable growth and development. Lucie has had the opportunity to work with communities of all sizes and at all stages of development, from the rural, agricultural communities to the established, built-out cities. The planning process always involves inventory and analysis, community engagement, goals and actions formulation, and provision of realistic implementation strategies to move communities forward. She has recently been or currently is involved in the master plan updates for Frenchtown Charter Township, Raisinville Township, Bedford Township and the City of Allen Park.

Corridor and Special Area Plans
The master planning process often leads to a number of special planning efforts including corridor plans, streetscape and area plans. Lucie has participated in a number of these plans, combining her planning and design skills to produce creative solutions to development issues often focusing on community appearance, natural features preservation, transportation issues, planning for underutilized or vacant properties, and mixed-use districts. Work has included plans for the Dixie Highway Corridor, Springfield Township; Jackson Corridor, Scio Township; Sashabaw Town Center Design Guidelines, Independence Township; and Gingellville Design Plan, Orion Township. She currently is involved with the Bedford DDA in planning improvements of the busiest intersection in the Township.

Park/Site Plans
At a more detailed level, Lucie has managed and been involved in the preparation of site and park plans and designs for a variety of public and private spaces. Along with site analysis and recreation trend considerations, these plans provide design solutions and recommendations which include construction costs and project implementation. Recent work has included a cemetery/park plan for Green Oak Township, a Dog Park for the City of Troy, Young Patriots' Park in the City of Riverview, Camp Dearborn Feasibility Study, the M-50 Park Feasibility for Eaton County.

Grant Preparation
Lucie has been successful in applying for a variety of funding sources, particularly transportation enhancement funds (Michigan Department of Transportation) and Michigan Department of Natural Resources funds. She has prepared numerous successful grant applications to the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) fund, Transportation Equity Act for the 21st Century (TEA-21) funds, GreenWays Initiative fund (Community Foundation of Southeast Michigan), Michigan Natural Resources Trust fund, Land and Water Conservation fund, Recreation Passport fund, and DTE Energy Foundation tree planting grant.

Toledo Clinic Cancer Center, Maumee Ohio
Landscape Architect responsible for landscape design of an 8.0-acre site for a new Cancer Center in Maumee.

Parking Lot Study, Napoleon Area City Schools

This parking study was conducted to inventory and determine current parking conditions at the Napoleon Elementary School and Stadium area along Westmoreland Avenue, assess parking needs, and formulate recommendations for potential parking expansion and improvements. A part of this study also involves considering the vehicular and pedestrian circulation on campus, at drop-off/pick-up periods and during special events, to determine if improvements could alleviate the traffic congestion along Westmoreland Avenue as well as accommodate and promote safe pedestrian circulation to, from, and within the overall campus property.

Monroe Area Loop Trail, Monroe County, Michigan
The purpose of the Monroe Area Loop Trail Feasibility Study was to evaluate the viability of constructing an off-the-road shared-use path, which would provide a safe means for non-motorized transportation for students, residents, and visitors linking many regional and countywide institutions, education centers, and community assets. The study is centered on a partnership and collaboration between the City of Monroe, Frenchtown Township, Monroe Township, the County of Monroe, and other stakeholders. The Trail Feasibility Study resulted in the preparation of a MDOT Transportation Alternatives Program funding application complete with preliminary design and detailed costs for the construction of the trail.

Jackson County Mike Levine Lakelands Trail Extension, Jackson County Parks, Michigan
The Jackson County Mike Levine Lakelands Trail Extension project is the development of a shared use path extending the Mike Levine Lakelands Trail to the City of Jackson Grand River ArtsWalk Trail, which connects to the Falling Waters Trail and continues west toward Albion and Marshall in Calhoun County. The proposed path is not only an extension of the Mike Levine Lakelands Trail but also part of Route 1 of the Great Lake-to-Lake Trail as well as the Iron Belle Trail, all three significant regional and statewide trail systems. The project focuses on the preparation of a funding grant requests and the development of construction drawings.

Park Development Master Plans for Carr's Grove Park & the Wheeler Preserve, Bedford Township Parks Commission, Michigan
Following the adoption and recommendations of the Bedford Township Parks and Recreation Master Plan in 2018, the Parks Commission set out to develop park master plans for a new park, Wheeler Preserve, and for the redevelopment of the one of the older park, Carr's Grove Park, located north of Downtown Temperance. The main goal of Carr's Grove Park Master Plan was to re-define the park as a community gathering place connected to Temperance through sidewalks and bicycle lanes. MSG assisted the Parks Commission with developing a new layout which includes better access and parking as well as more walkways and a new central park shelter and plaza area to make the park an attractive community asset.

Downtown Temperance Improvements, Bedford Township, Michigan
The work involved the preparation of a MDOT Transportation Alternatives Program grant which resulted in the successful award for pedestrian and bicycle improvements in Downtown Temperance. The project was designed and constructed. It includes provision and marking of bike lanes in Downtown Temperance, construction of sidewalks, and enhancement of the Lewis Avenue and Temperance Road intersection with low decorative masonry walls, special pavement, and pedestrian amenities.

Bedford Township DDA
The work included preparation of a MDOT Transportation Alternatives Program grant which resulted in the successful award for pedestrian and streetscape improvements of the Bedford Township DDA. The project was subsequently designed and constructed. It included provision of enhanced crosswalks at the main road intersection along with mast arm and pedestrian signals, completion of the sidewalk system gaps throughout the DDA area and provision of ADA compliant ramps, installation of low decorative masonry pier/metal fence at main roadway and driveway intersections, and provision of pedestrian amenities (bench, trash receptacle, street lighting) and landscaping.

Lucie Fortin PLA AICP

Community Planner

Wood County Senior Center, Bowling Green, Ohio (Client: Duket Architects)
Project Landscape Architect responsible for the landscape design of 2.36-acre site for new 35,000 square foot senior center. Project consisted of design of new parking, sidewalks, and hardscape as well as storm water management and landscaping. The existing site was the location of a former elementary school building in an established historical neighborhood, so challenges included incorporating the proposed site into the surrounding neighborhood as well as providing storm water management onto a site that did not have much room to spare.

Savage Office Building Site Design, Maumee, Ohio (Client: Logan Creek Construction)
Project Landscape Architect responsible for civil/site design of 4-acre wooded site for 30,000-sf office building. The project included an extensive Tree Preservation Plan, in accordance with City of Maumee requirements, and development of a landscape design featuring preservation of the natural qualities of the site while accommodating the office use nestled in the wooded area.

Parking Lot #7 Renovation, Bowling Green State University, Bowling Green, Ohio (Client: BGSU)
Project Landscape Architect for the design of improvements to 258 space Student Union Lot #7 to increase space utilization, provide pedestrian access to the Student Union and provide safety traffic circulation. Project had numerous physical restraints including landmark trees, nearby buildings, a limited construction area, high pedestrian traffic area, and consideration of campus landscaping masterplan and future building additions. The landmark trees needed to be taken into consideration for all aspects of design and construction. Project design included extensive new landscaping with irrigation and LED lighting to comply with campus masterplan.

Ingham County Regional Trails and Parks Plan
The work effort involved development of a regional County Trails and Parks Network as well as recommendations for millage allocation categories and criteria for project evaluation for which Ingham County communities can apply. The project tasks consisted of a detailed inventory and assessment of existing trails including bridge and pavement conditions, determination of planned and desired trails, and the development of a model for local community project ranking and selection. An extensive community engagement effort throughout the County was conducted.

Honors

Michigan Society of Planning Officials, 1995 Honor Award for the “Independence Township Historic and Rural Preservation Plan”

Outstanding Graduate Publication Award, 1988 (Department of Landscape Architecture, University of Wisconsin-Madison)

Frederick Law Olmsted Scholarship, 1982 (Corporation Premiere Quebec)

Todd Brown

Project Manager

Professional Background



Todd has over 22 years of experience as a Project Manager in the engineering field. He has specialized skills in municipal utilities and has worked closely with Directors of Utilities, City Engineers, Department Heads, City Personnel, and contracted employees. His primary engineering focus is in water services, including: waste water treatment plants, water mains, sewer mains, backflow prevention devices, lift stations, fire hydrants and valves and detention/retention basin design review. Todd is similarly expert in the preparation of construction plans for water and sewer projects, the design and update of city utility maps; the development of charts and graphs from data collected in the field; and, the compilation of bid packages for utilities projects. As a Project Manager, Todd has been instrumental in design, survey, draft and implementation of projects that have included the acquisition of permits and easements. Todd, in his engineering capacity, has managed and supervised, and had oversight for the construction of city street networks and related projects. He has also generated reports and written grants to obtain funds for municipal projects. Todd is adept at computer modeling. He is proficient in industry proprietary software packages including: AutoCAD, Field Manager Suite, MS Project, KY Pipe 2000, and WaterCAD, among others.

Specializations

Civil Engineering

Municipal/Utility Design

Education

BBA, Public Administration, Siena Heights University, 2016

Certifications / Affiliations

S-1 Waterworks System Operator License, 2004, Current

MDOT Computerized Office Technician

Confined Space Superintendent, Entrant, Attendant

Years of Experience

With MSG	2018 - Present
Other Firms	1996 - 2018

Specializations

Civil Engineering

In his engineering role, Todd has prepared construction plans for water and sewer projects, has designed city maps and prepared graphs and charts culled from field data. He has compiled bid packages for utilities projects, and updated utility maps. Todd has performed site plan design and layout for private and municipal complexes, subdivisions, and industrial sites. He has surveyed, designed, drafted and implemented projects. He has prepared budget costs and engineer's estimates. In his engineering capacity, Todd has been responsible for oversight, construction and maintenance of pavement markings, street lighting network, and street, sidewalk, parking lot and traffic signs.

Municipal/Utility Design

Todd is well versed in all aspects of municipal, street and utility engineering including design of storm sewer, water systems. He has also designed detention/retention ponds. He has expertise in coordinating and supervising city utilities departments capital projects such as: waste water treatment plant improvement projects, sewer system improvement projects, water main improvements and lift station and well-field projects, to name a few.

Experience

Director of Parks and Engineering Services – Adrian, Michigan

In his role as Director of Parks & Engineering Services, Todd managed and supervised 30 full time and 20 seasonal and part time employees within the Engineering/Public Works, Cemetery and Parks and Forestry Departments. He worked within a $5M annual operating and capital budget. He was responsible for oversight, construction and maintenance of a 75 mile city street network that included: pavement markings, street lighting network, snow related activities and street and traffic sign maintenance.

Todd Brown

Project Manager

Project Manager – Adrian, Michigan
As Project Manager, Todd coordinated and supervised City Engineering and Utilities Department capital projects. He was peripherally involved with a City Complex project, consisting of a new city hall, renovation of an existing 125 year old post office, construction of a new police station and the demolition of existing facilities. He was heavily involved in the preparation of grants; multiple ARRA & CDBG Grant funded projects. He administered contracts for street and storm sewer maintenance, CCTV inspection, and numerous other projects and maintenance items. Todd was responsible to review site plans for compliance. He was additionally used for surveying, designing and drafting and implementation of projects. Todd also monitored project budgets, schedules, expenditures, work plans and provided cost/estimate projections. He analyzed, prepared and presented reports to City Commissioners, Mayor, Department Heads and State officials on performance of projects.

Associate Engineer – Albany, New York
Todd performed as Associate Engineer and designed and detailed sanitary sewers (gravity and pressurized), storm sewers and water mains. Other responsibilities included: construction services and oversight of projects, site plan design and layout of private and municipal complexes; subdivisions and industrial sites; preparation of budget costs and engineer's estimates; reports and grant writing; retention/detention pond design, and, aiding in survey and wetland delineation.

Infrastructure Technician – Toledo, Ohio
As an Infrastructure Technician, Todd designed and detailed sanitary sewers, storm sewers, water mains and various underground systems at a wastewater treatment facility for municipalities. He served as back-up Water Treatment Plant Operator. With his diverse skills, Todd performed field work identifying inflow/infiltration of sanitary sewers, collected information/data for project design, and verified compliance of specifications and plans. He prepared budget costs, provided engineer's estimates and prepared specifications. He also served as a Residential Project Representative for sanitary and storm sewer separation projects.

Engineer/CAD Technician – Adrian, Michigan
Todd performed as an Engineer/CAD Technician, preparing construction plans for water and sewer projects; compiling bid packages for pending utilities projects; updating utility maps; supervising the installation of water mains, fire hydrants, and water services; and, serving as City Representative during groundwater and geotechnical investigations. He installed flow meters in sanitary sewers and collected data to develop useful charts and graphs used to analyze infiltration and/or inflow of illicit storm water entering the system. His versatility included the design and updating of City maps using AutoCAD Map R14.

AGREEMENT FOR SERVICES

By execution of this Agreement, the Client authorizes The Mannik & Smith Group, Inc. (MSG) to provide the services described within the proposal designated below according to the attached Terms and Conditions. In the event Client directs MSG to proceed with the work, even if not signed below, the Terms and Conditions are considered accepted by the Client.

No terms or conditions other than those stated within the attached, and no agreement or understanding oral or written, in any way purporting to modify these Terms and Conditions whether contained in Client's purchase order or elsewhere, shall be binding on MSG and its subcontractors unless hereafter made in writing and signed by an authorized representative of MSG. All proposals, negotiations, and representations, if any, made prior to, and referenced hereto, are merged herein.

APPROVAL AND ACCEPTANCE

The Mannik & Smith Group, Inc. is hereby directed and authorized to proceed with the services for the designated project in accordance with the provisions of this Agreement.

Proposal Date: November 12, 2026

Proposal Number: 401.2602219

CITY OF FERNDALE	**THE MANNIK & SMITH GROUP, INC.**
Signature	Signature
Name (Printed)	Name (Printed)
Title	Title
Date	Date

The Mannik & Smith Group, Inc.
Standard Terms and Conditions

These Standard Terms and Conditions ("Terms") provide the terms and conditions pursuant to which The Mannik & Smith Group, Inc. ("MSG") will provide those certain services to you ("Client") for the project (hereinafter, "Project") set forth in the proposal issued to Client (the "Proposal") and as further described in the attached "Scope of Work." Capitalized terms not otherwise defined herein shall have the same meaning as set forth in the Proposal or Scope of Work, as the case may be. The terms of the Proposal, the Scope of Work, and these Terms shall be collectively referred to herein as this "Agreement."

1. **Services:** MSG will perform the Scope of Work as set forth in the Proposal and in accordance with these Terms. MSG has developed the Scope of Work, schedule, and compensation based on Client provided information and various assumptions about Client's needs and preferences. The Client acknowledges that equitable adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by MSG in performing their services.

Client further acknowledges that the Scope of Work was prepared at Client's request. In the event that the Scope of Work or a portion thereof, was developed by a party other than MSG, MSG makes no claims as to its adequacy. Accordingly, Client acknowledges that MSG is forced to assume that the Scope of Work is fully adequate for Client's purposes. Client also understands that MSG assumes that Client has an alternative source from which to obtain any needed or desired services not listed.

2. **Additional Services:** The Client and MSG acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, MSG shall notify the Client of the need for additional services, and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

3. **Project Requirements:** The Client has the right to retain its own consultants and contractors ("Client's Consultants") to perform services on the Project and shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception and provide any reports, testing, and documents necessary for MSG to complete its Scope of Work. MSG, Client, and Client's Consultants shall coordinate Project related services. MSG shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness and timeliness of services and information furnished by Client and Client's Consultants. However, MSG shall provide notice to the Client if MSG becomes aware of any error, omission or inconsistency in such services or information. If the Client has established design standards, they shall be furnished to MSG at Project inception. MSG will review the Client design standards and may recommend alternate standards considering the Standard of Care as defined in Section 5 herein. Client's Consultants shall be properly licensed to practice in the jurisdiction of the Project and shall maintain insurance, including professional liability insurance, as sufficient and appropriate for the Project. The Client shall identify a representative authorized to act on Client's behalf with respect to the Project.

4. **Compliance with Laws:** MSG shall perform its services in accordance with its Standard of Care as defined herein and will endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice or official interpretations thereof change during the Project, MSG shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

5. **Standard of Care:** Services provided by MSG will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances ("Standard of Care"). The Standard of Care shall exclusively be judged as of the time the services are rendered and not according to later standards. MSG makes no warranties or guarantees, express or implied, under this Agreement or otherwise in connection with the services rendered hereunder.

6. **Information from Third Parties:** The Client and MSG acknowledge that MSG will rely on information furnished by third parties in performing its services under the Project. MSG shall not be liable for any damages that may be incurred by the Client in the use of third-party information.

7. **Period of Service:** MSG shall perform the services for the Project in a timely manner consistent with its Standard of Care. MSG will strive to perform its services according to the Project schedule set forth in the Proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client for review and approval. MSG shall be entitled to an extension of time and compensation adjustment for any delay and/or disruption beyond MSG control. MSG is not responsible for any delay and/or disruption beyond its control, including, but not limited to, those Force Majeure Events set forth in Section 8 herein.

8. **Force Majeure:** MSG shall be entitled to an equitable adjustment to the Project schedule and compensation for force majeure events, including but not limited to: acts of God or the public enemy, Acts of any government in its sovereign and/or contractual capacities, fires, acts of war, terrorism, violence, floods, pandemics, epidemics, quarantine restrictions, strikes, embargoes, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism or hacking including a ransomware attack, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, unusually severe weather, and/or any other cause outside of the control of MSG (each a "Force Majeure Event"). MSG shall notify Client in writing after the beginning of any such cause becomes known, which would affect its performance. In the event a Force Majeure Event continues for more than thirty (30) days, MSG may terminate this Agreement for convenience and shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices.

9. **Compensation:** In consideration of the services performed by MSG, the Client shall pay MSG in the manner set forth in the Proposal. The parties acknowledge that terms of compensation are based on the orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays, disruptions or extensions of time beyond the control of MSG.

Where total project compensation has been separately identified for various Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, MSG may adjust the amounts allocated between the Work Orders, Scope of Work, and/or Tasks identified therein, as applicable, as the work progresses so long as the total compensation amount for the Project is not exceeded except as otherwise provided herein.

The Client shall be solely obligated to pay and remit to the appropriate governmental authority such sales, value added, duties, withholding or other taxes on MSG's services, subcontracted services and reimbursable expenses without reduction of MSG's compensation, unless and except

when such subcontracted services and reimbursable expenses are included in the total project cost as specified in the Proposal or Scope of Work. Payment for MSG's services shall be made in United States dollars.

10. **Changed Costs on Design Services and Project Development Services:** MSG's rates are generally updated as of July 1st of each calendar year and are subject to periodic review and prospective change. Any non-lump sum fees and projects that are payable by Client for a "not to exceed" amount shall be subject to and adjusted based upon any rate increases or periodic changes.

11. **Cost Estimates or Opinions on Construction Services:** MSG may prepare cost estimates or opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and MSG acknowledge that neither the Client nor MSG has control over the cost of labor, materials, or equipment; a contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Therefore, actual costs may vary from the cost estimates or opinions prepared and MSG offers no guarantee related to the Project cost.

12. **Payment Terms:** Client recognizes that time is of the essence with respect to payment of Client's Consultants' invoices and that timely payment is a material part of the consideration of MSG's services. MSG shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) calendar days of the invoice date. Invoices will be considered correct if not questioned in writing within ten (10) calendar days of the invoice date. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client will exercise reasonableness in contesting any billing or portion thereof. MSG shall be entitled to a 1.5% per month administrative charge in the event of payment delay. Client payment to MSG is not contingent on arrangement of project financing, property acquisition, or approvals necessary for project initiation through completion. Invoice payment delayed beyond sixty (60) calendar days shall give MSG the right to suspend services until payments are current. Non-payment beyond seventy (70) calendar days shall be just cause for termination of the services by MSG. MSG shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension or termination by MSG.

In cases where MSG has issued reports and/or letters of reliance, MSG may also notify the Client and any other party to which these reports and/or letters of reliance were issued of MSG's withdrawal of reliance upon the information contained therein, and request return of all written reports, data, and other information as the rightful property of MSG, based upon the Client's failure to pay. In the case of such a request, the Client agrees to return all documents and/or letters of reliance, and provide written notification to any party to which MSG's reports or data were disseminated, notifying them of MSG's withdrawal of reliance.

13. **Lien Rights:** MSG may file a lien against the Property in which the Project is situated and/or file a claim against any available payment bonds for the Project in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by MSG are considered property improvements and the Client waives the right to any legal defense to the contrary.

14. **Ownership of Documents:** Documents prepared or furnished by MSG pursuant to this Agreement are instruments of MSG's professional services and MSG shall retain all ownership and property interest therein, including all copyrights. Upon payment for services rendered, MSG grants Client a non-exclusive license to use instruments of MSG's professional service for its intended purpose. It is expressly understood that computer-aided design and drafting ("CADD") and/or building information modeling ("BIM") files are issued only as supplemental information for convenience to the Client or other authorized users. CADD and BIM, like any electronic data when transferred in any manner or translated from the system and format used by MSG pursuant to this Agreement to another system or form, are subject to errors and modifications that may affect the accuracy and reliability of the data, and, in addition, such electronic data may be altered or corrupted whether inadvertently or otherwise. As such, record documents of service shall be based on the printed copy. Reuse or modification of any such documents by Client, without MSG's written permission, shall be at Client's sole risk, and Client agrees to indemnify, defend and hold MSG harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client. Client may request electronic CADD and BIM files prepared by MSG upon submitting a signed MSG's Electronic File Release Agreement which specifies the electronic files requested. If and to the extent Client requests and receives electronic files prepared by MSG, the terms of the Electronic File Release Agreement are hereby incorporated herein by reference and apply in all respects.

15. **Independent Contractor:** MSG shall serve as an independent contractor for services provided under this Agreement. MSG shall retain control over the means and methods used in performing its services and may retain subconsultants to perform certain services as determined by MSG.

16. **Insurance:** At a minimum, MSG will maintain the following insurance and coverage limits during the period of service if such coverage is reasonably available at a commercially affordable premium. Upon request, the Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

Worker's Compensation:	As required by applicable state statute
Commercial General Liability:	$1,000,000 per occurrence (bodily injury including death and property damage) $2,000,000 aggregate
Automobile Liability:	$1,000,000 combined single limit for bodily injury and property damage
Professional Liability:	$2,000,000 each claim and in the aggregate

The Client shall arrange for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. MSG shall be a named additional insured on those policies where MSG may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

17. **Limitation of Liability:** IN NO EVENT SHALL MSG BE LIABLE TO THE CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, DAMAGE TO PROPERTY, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, EVEN IF MSG HAS BEEN ADVISED OF OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. In recognition of the relative risks and benefits of the Project to both the Client and MSG, the Client agrees to the fullest extent permitted by law, to limit the liability of MSG for any and all claims, losses, breaches, damages or expenses arising out of this Agreement and/or MSG's performance of services on the Project, from any and all causes, to $50,000 or the fee realized by MSG for the Project, whichever is greater.

18. **MSG as Business Entity:** Client acknowledges that MSG is a business entity and agrees that any claim made by the Client arising out of any act or omission of any member, owner, partner, manager, director, officer or employee of the business entity in the execution or performance

of this Agreement shall be made solely against the business entity and not against any individual or group of individuals in any capacity.

19. **Indemnification:** MSG agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damage, liability or cost to the extent caused by MSG's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom MSG is legally liable.

The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from damage, liability or cost to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement. Neither party is obligated to indemnify the other in any manner whatsoever to the extent of the other's own negligence or the negligence of the other's agents, subcontractors or consultants, or anyone for whom the other is legally liable.

20. **Safety:** MSG shall be responsible solely for the safety precautions or programs of its employees and no other party. In no event will MSG be responsible for construction methods, means, techniques or sequences of construction, which are solely the responsibility of the Client or any other contractor or consultant engaged by the Client, nor shall MSG be responsible for the Client's or any other contractor or consultant engaged by the Client's failure to perform such party's work in accordance with the requirements of this Agreement.

21. **Defects in Service:** The Client shall promptly report to MSG any defects or suspected defects in service. The Client further agrees to impose a similar notification requirement on all contractors in its agreements with contractors and shall require all subcontracts at any level to contain a like provision. Failure by the Client or Client's contractors or subcontractors to notify MSG shall relieve MSG of the costs of remedying such defects in service, to the extent that the cost of remedy would have cost less had prompt notification been given when such defects were first discovered. MSG will correct defects, at its own costs, if timely notified by Client.

22. **Betterment:** If, due to MSG's error, any required item or component of the Project is omitted from MSG's reports, plans or construction documents, MSG shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will MSG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

23. **Buried Utilities:** Client will furnish to MSG information identifying the type and location of utility lines and other artificial (for purposes of this Section 23, meaning made or produced by human beings rather than occurring naturally) objects beneath the Project site's surface. Using information provided by the Client, MSG will conduct research and prepare a plan indicating the locations intended for subsurface penetration with respect to assumed locations of underground improvements. Such services by MSG will be performed in a manner consistent with the Standard of Care as defined herein. Client recognizes that the research may not identify all underground improvements and that the information of which MSG relies may contain errors or may not be complete. Client and MSG mutually agree to field validate the location of underground utilities or other artificial objects and vet final subsurface penetration locations to the satisfaction of both parties. Further, MSG reserves the right to notify local utility protection agencies or services, and to delay Project implementation until these agencies or services have identified known utility lines or other subsurface artificial objects. MSG will take reasonable precautions to avoid damaging any identified utility lines or other artificial objects. Client agrees to waive any claim against MSG, and to defend, indemnify and hold MSG harmless from any claim or liability for injury or loss, including economic damages arising, or allegedly arising, from MSG's damaging underground utilities or other artificial objects that were not called to MSG's attention, which were not properly located on plans furnished to MSG, or were not identified or properly marked by any utility protection agency or service contracted by MSG unless damages are caused by the sole negligence or willful misconduct of MSG.

24. **Disease Transmission**: MSG shall have no responsibility for the transmission of communicable disease including, but not limited to, COVID-19 and other corona viruses (collectively, "Diseases"), or exposure of persons to Diseases discovered at the premises. MSG cannot prevent Client and/or Client's invitees from becoming exposed to, contracting, or spreading Diseases while utilizing MSG's services. It is not possible to prevent against the presence of Diseases. Therefore, if Client chooses to utilize MSG's services, Client may be exposing Client or Client's invitees to and/or increasing Client's and/or Client's invitees' risk of contracting or spreading Diseases. Client hereby releases, waives, discharges, and covenants not to sue MSG from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to any pandemic or public health situation, or any Disease related health issue or exposure.

25. **Notification of Hazardous Materials:** The Client warrants they have disclosed the location and quantity of all potential wastes, hazardous materials, including asbestos, and/or petroleum compounds (collectively, "Hazardous Materials"), whether regulated or unregulated, that are assumed or suspected to exist or may be encountered on the Project. In the event undisclosed and/or unknown materials/compounds are encountered where there is no reason to believe they could or should be present, MSG may be required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures MSG deems prudent to minimize risks to its employees, the public, and the environment. MSG shall notify Client as soon as practically possible in the event unanticipated Hazardous Materials or suspected Hazardous Materials are encountered. Under these circumstances, MSG shall be entitled to an equitable adjustment to the schedule and compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws.

In addition, Client understands and agrees that in seeking the professional services of MSG under this Agreement, Client may request MSG to undertake obligations involving or related to Hazardous Materials. To the fullest extent permitted by law, Client agrees to defend and indemnify MSG and its subcontractors, consultants, agents, officers, directors and employees from any claim or liability or loss, including reasonable attorneys' fees arising from or connected with the presence, discharge, release, or escape of Hazardous Materials or environmental liability of any nature or in any manner related to services performed by MSG as part of the Project, including the failure to discover any Hazardous Materials which may exist in, on, above, beneath, about or which have migrated onto, or under, the Project site except for those events caused by the sole negligence or willful misconduct of MSG. Without limiting the generality of the foregoing, the above indemnification extends to claims resulting from:

a. Client's violation or alleged violation of any federal, state or local statute, regulation or ordinance relating to the disposal of Hazardous Materials;

b. Client's or MSG's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of Hazardous Materials found or identified at the site;
c. Hazardous Materials introduced at the Project site by Client or third persons before or after the completion of services herein;
d. Allegations that MSG is a generator, operator, treater, storer, transporter, arranger for transport, handler, or disposer under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental, Response, Compensation and Liability Act (CERCLA) or any other federal, state or local law, regulation or ordinance.

MSG and its subconsultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons or property to Hazardous Materials in any form at the Project site.

26. **Third-Party Claims:** All services provided by MSG are for the sole use and benefit of the Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or MSG. However, in the case of a third-party claim, the Client will compensate MSG for services performed in defense of such claim unless the claim resulted from the negligent act, error or omission of MSG.

27. **Violations of Law:** The Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold MSG harmless from any and all violations of laws and/or failure to comply with governmental regulations, including but not limited to the Foreign Corrupt Practice Act (15 USC §78dd-1 et seq.), the False Claims Act (31 USC § 3729 et seq.), the Buy American Act (41 USC § 8301 et seq.) and the "Buy American" Provisions (Section 1605) of the American Recovery and Reinvestment Act (Pub. L. 111-5), to the extent caused by the Client or its contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

28. **Confidentiality:** MSG will hold in confidence any information about the Client's operations that would normally be considered confidential. Such obligation shall not hold with respect to:

a. Information which is in the public domain or which enters public domain in the future through no fault of MSG.
b. Information known to MSG prior to disclosure by the Client or information disclosed to MSG at any time by a third party.
c. Information that is released from its confidential status by the Client.
d. Where disclosure is required by court order or governmental directive, provided that prior written notice is given to Client.
e. Where disclosure is required to comply with a professional code of conduct or ethics.
f. Where disclosure involves a dispute resolution proceeding between the parties.

The Client agrees that the technical methods, techniques and pricing information contained in any proposal submitted by MSG pertaining to this Project or Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of MSG.

29. **Dispute Resolution:** In the event of a dispute between MSG and Client arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and MSG shall endeavor to resolve claims, disputes and other matters in question during a meet and confer session. A meet and confer session shall be attended by the Client and MSG or their authorized representatives who shall have the authority to bind the parties. Prior to the meet and confer session, the parties shall exchange relevant information that will assist in resolving the claim, dispute or controversy. If the parties reach a mutually acceptable resolution, they shall prepare appropriate documentation memorializing the resolution. If the parties cannot reach a mutually acceptable resolution, they shall proceed to mediation.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. Any court action required to enforce the terms of this Agreement and/or any legal proceeding to enforce, enter judgment upon, vacate and/or modify the dispute award shall be filed in the Court of Commons Pleas, Lucas County, Ohio. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

30. **Suspension of Work:** The Client may suspend services performed by MSG upon fourteen (14) calendar days written notice. MSG shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. MSG shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

MSG may suspend services if Client fails to make payments to MSG in accordance with Section 12 of this Agreement or fails to meet its other material responsibilities under this Agreement. Such failure shall be considered substantial nonperformance and cause for termination or, at MSG's option, cause for suspension of performance of services under this Agreement or as otherwise set forth in Section 12 hereof. In the event of a suspension of services, MSG shall have no liability to the Client for delay or damage because of such suspension of services. Before resuming services, MSG shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MSG's services. MSG's fees for the remaining services and the time schedules shall be equitably adjusted.

31. **Termination for Default or Breach:** Except as otherwise provided herein, in the event of a Default (as defined herein) by either party, the non-Defaulting or non-breaching party shall give written notice to the Defaulting party of the Defaulting party's obligation to cure the Default with diligence and promptness. If the Defaulting party fails to cure such Default within seven (7) days after receipt of written notice, then the other party without prejudice to other remedies it has, may terminate this Agreement for cause. In the event of a termination, MSG shall submit an invoice for services performed up to the effective date of termination and the Client shall pay MSG all outstanding invoices for accepted services within fourteen (14) calendar days. For purposes of this Agreement, "Default" means (i) a party fails to perform any of its material duties or obligations under this Agreement, (ii) the occurrence of an event that with or without the passage of time or the giving of notice, or both, would constitute a material breach of this Agreement or default, or (iii) a party files a petition or otherwise commences or authorizes the commencement of a proceeding under any bankruptcy or similar law for the protection of creditors or has any such petition filed or proceeding commenced against it or its assets, or otherwise become bankrupt or insolvent, however evidenced, or be unable to pay its debts as they fall due.

32. **Termination Without Cause**. Client may terminate this Agreement at any time without cause upon providing at least fourteen (14) days prior written notice to MSG.

33. **Assignment:** The Client may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining MSG's written consent. Any attempt to assign the Client's rights or obligations under this Agreement in breach of this paragraph shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and

permitted assigns. MSG's consent to an assignment is contingent upon the Client's compliance with the following: prior to any assignment, the party proposing to assign its rights and responsibilities under this Agreement and that party's proposed assignee shall furnish to the other party reasonable evidence that arrangements have been made by the proposed assignee to fulfill the assigning party's obligations, including financial obligations, under this Agreement. If the non-assigning party has no reasonable objection to the proposed assignment, the proposing party may then assign the Agreement. Any expense incurred by MSG because of the assignment shall be considered as an additional service and compensated in accordance with this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

34. **Waiver of Rights:** The failure of either party to enforce any provision of these Terms shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

35. **Headings**: The headings contained herein are inserted for convenience only and do not define, limit, or construe the contents of the articles, sections, or subsections to which they refer.

36. **Governing Law:** The terms of this Agreement shall be governed by the laws of the State of Ohio without regard to any choice of law principles. Nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the State of Ohio.

37. **Integration:** This Agreement constitutes the entire agreement between the parties and may only be amended by written agreement by both parties.

38. **Severability:** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and MSG will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

39. **Survival:** All provisions of these terms that allocate responsibility or liability between the Client and MSG shall survive the completion or termination of services for the Project.

40. **Notice**: Any notice to MSG or Client that is required or permitted by this Agreement shall be in writing and shall be deemed effectively given to the other party when personally delivered, upon confirmation of receipt or upon sender's receipt of a read receipt when sent by e-mail to the MSG representative or Client representative expressly designated in the Proposal or Scope of Work, or upon actual receipt when mailed by first class postage prepaid, registered or certified mail, return receipt requested, or when sent by overnight courier service to the address expressly designated in the Proposal or Scope of Work, or to such other person or address as either party may otherwise specify in writing.

41. **Changes to these Terms**: MSG reserves the right, from time to time, to change these Terms in its sole and absolute discretion. The most current version of the Terms will supersede all previous versions and shall continue to be binding on the Client in its revised form.

42. **Conflict**: In the event of a conflict between the Proposal or Scope of Work and these Terms, then these Terms shall control unless otherwise expressly identified or designated in the Proposal or Scope of Work as controlling.

Updated as of January 1, 2022

FERNDALE

November 23, 2026 City Manager

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Colleen O'Toole

SUBJECT: Approval of Amendment #5 to the Parking Services Management Agreement with Republic Services for a Three Year Term

SUGGESTED ACTION
To approve Amendment #5 to the Parking Services Management Agreement with Republic Services for a Three Year Term.

Item Background
The City has been under contract with Republic Parking Systems since 2014 for management of its downtown parking assets including on-street parking spaces, surface lots, and the dot parking garage. The agreement includes management of approximately 1,100 parking spaces. Republic Services provides administration over the parking system including payment collections, permitting, citations/enforcement, rentals, and coordination with special events. Our project manager serves as a de factor Department Head for the purposes of administering the services. The Director works closely with administration, finance, and DPW staff to ensure efficient operations and effective maintenance of all facilities covered under the agreement.

Republic Services is seeking to renew its existing contract ahead of the current February 28, 2027 expiration. They are proposing no changes to the financial terms and conditions of the current contract, with annual escalators of either CPI or 3% (which ever is lower) remaining in place for another three year term. The renewal contract would also expand services to the City at no additional cost, adding a curb management platform to operations. The platform would create a digital inventory of parking assets and offer a more comprehensive look at payments, permits, citations, and enforcement data.

The contract governs operating expenses such as wages, benefits, supplies, and other administrative overhead directly related to management of parking operations and enforcement. It does not include capital costs or debit service.

Previous Action
The City previous approved Amendment #4 on April 22, 2024.

Strategic Goal

Accessible Transportation

Budged Impact
The total fee is the base management fee plus actual expenses as described in Section 6 of the original contract (attached). Actuals for FY26 were $508,736. The base fee is not to exceed $20,559 in year one, $20,867 in year two, and $21,493 in year 3. The other direct expenses, predominately made up of wages and fringe, covered under this agreement vary by month based on actuals. Republic Services confers with city administration when setting their wages and staffing goals annually to ensure costs incurred under this agreement are in line with budget expectations. They typically align directly with similar rate increases as offered by the City (~2.5%). The City projected a 3% annual increase to costs in its triennial budget, putting this renewal in line with budget expectations. Total budget is $527,280 in FY27 to $559,391 in FY29.

Budget Amendment Required
false

GL#
514-000-818.500

CIP#
n/a

Staff Recommendation
Staff recommends renewal for the continuity of operations its affords and alignment with budget expectations.

ATTACHMENTS:

City of Ferndale Contract Amendment 5 Draft 1 11022026.pdf
Ferndale Contract w-amdts 1,2,3,4.pdf

FIFTH AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT is dated as of the date of the last signature below

BETWEEN: **REPUBLIC PARKING SYSTEM, LLC**
307 7th Avenue, Suite 607
New York, NY 10001

("Republic")

AND: **CITY OF FERNDALE**
300 E. Nine Mile Road
Ferndale, MI 48220

(the "City")

WHEREAS:

A. The City and Republic Parking System, Inc. entered into a management agreement effective March 1, 2014 (the "Original Management Agreement"), as amended effective March 1, 2019 (together, the "Agreement") regarding certain services to be provided at the Parking Facilities (as is more particularly described in the Agreement);

B. Effective April 4, 2016, Republic Parking System, Inc. converted from a corporation to a Tennessee limited liability company known as Republic Parking System, LLC and, by operation of law, assumed all the rights and obligations of Republic Parking System, Inc. including, without limitation, those pursuant to the Management Agreement;

C. The parties have agreed to amend the Agreement as set out herein, with such amendments to be made effective as of and from September 14, 2020.

NOW THEREFORE, THIS AMENDMENT WITNESSES THAT in consideration of the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. All capitalized words used but not defined herein shall have the meanings given to them in the Agreement.

2. Parking operator shall implement a curb management platform for the City which creates a digital inventory of parking assets and integrates payment, permit, citation, and enforcement data into a centralized system.

3. The City and Republic hereby ratify and affirm the terms of the Agreement.

DRAFT

4. The City and Republic hereby agree that the management fee shall increase by 3 percent annually, which increase shall not exceed the Consumer Price Index annually, for the length of this contract amendment.

5. The City and Republic hereby agree to extend the term for an additional **Thirty-Six (36)** months effective **March 1, 2027** and the term shall accordingly expire on **February 28, 2030**.

Base Fee	Year 1 + 3%	Year 2 + 3%	Year 3 + 3%
$19,669	$20,259	$20,867	$21,493

6. Effective the date of this Amendment, the notice address for Contractor shall be updated to the following:

   Republic Parking System, LLC
   307 7th Avenue, Suite 607
   New York, NY 10001

   With a copy sent via email to: legalnotices@reimaginedparking.com

7. This Amendment shall be read with and form a part of the Agreement. Apart from the foregoing, all other terms and conditions of the Agreement remain unchanged.

[Signatures appear one the next page.]

DRAFT

IN WITNESS OF THE ABOVE, the parties have executed this Agreement by their duly authorized representatives.

REPUBLIC PARKING SYSTEM, LLC

_____

By: _____

Title: _____

Date: _____

CITY OF FERNDALE

_____

By: _____

Title: _____

Date: _____

DRAFT

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FOURTH AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT is dated as of the date of the last signature below

BETWEEN: **REPUBLIC PARKING SYSTEM, LLC**
633 Chestnut Street, Ste. 2000
Chattanooga, TN 37450

("Republic")

AND: **CITY OF FERNDALE**
300 E. Nine Mile Road
Ferndale, MI 48220

(the "City")

WHEREAS:

A. The City and Republic Parking System, Inc. entered into a management agreement effective March 1, 2014 (the "Original Management Agreement"), as amended effective March 1, 2019 (together, the "Agreement") regarding certain services to be provided at the Parking Facilities (as is more particularly described in the Agreement);

B. Effective April 4, 2016, Republic Parking System, Inc. converted from a corporation to a Tennessee limited liability company known as Republic Parking System, LLC and, by operation of law, assumed all the rights and obligations of Republic Parking System, Inc. including, without limitation, those pursuant to the Management Agreement;

C. The parties have agreed to amend the Agreement as set out herein, with such amendments to be made effective as of and from September 14, 2020.

NOW THEREFORE, THIS AMENDMENT WITNESSES THAT in consideration of the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. All capitalized words used but not defined herein shall have the meanings given to them in the Agreement.

2. The City and Republic hereby ratify and affirm the terms of the Agreement.

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3. The City and Republic hereby agree that the management fee shall increase by 3 percent annually, which increase shall not exceed the Consumer Price Index annually, for the length of this contract amendment.

Base Fee	Year 1 + 3%	Year 2 + 3%	Year 3 + 3%
$ 18,000	$ 18,540	$ 19,096	$ 19,669

4. The City and Republic hereby agree to extend the term for an additional **Thirty-Six (36)** months effective **March 1, 2024** and the term shall accordingly expire on **February 28, 2027**.

5. This Amendment shall be read with and form a part of the Agreement. Apart from the foregoing, all other terms and conditions of the Agreement remain unchanged.

[Signatures appear one the next page.]

IN WITNESS OF THE ABOVE, the parties have executed this Agreement by their duly authorized representatives.

REPUBLIC PARKING SYSTEM, LLC

DocuSigned by:
E4D642BF8C954C5...

By: Tarek Moussa

Title: Authorized Signatory

Date: 4/22/2024 | 3:13:23 PM PDT

CITY OF FERNDALE

DocuSigned by:
Joseph Gacioch
6CF8EA78A5D6475...

By: Joseph Gacioch

Title: City Manager

Date: 4/22/2024 | 3:19:34 PM PDT

DocuSign Envelope ID: FC70A8F2-4F63-4B7B-8E66-07D4C35D073E

THIRD AMENDMENT TO MANAGEMENT AGREEMENT

THIS AMENDMENT is dated as of the date of the last signature below

BETWEEN: **REPUBLIC PARKING SYSTEM, LLC**
633 Chestnut Street, Ste. 2000
Chattanooga, TN 37450

("Republic")

AND: **CITY OF FERNDALE**
300 E. Nine Mile Road
Ferndale, MI 48220

(the "City")

WHEREAS:

A. The City and Republic Parking System, Inc. entered into a management agreement effective March 1, 2014 (the "Original Management Agreement"), as amended effective March 1, 2019 (together, the "Agreement") regarding certain services to be provided at the Parking Facilities (as is more particularly described in the Agreement);

B. Effective April 4, 2016, Republic Parking System, Inc. converted from a corporation to a Tennessee limited liability company known as Republic Parking System, LLC and, by operation of law, assumed all the rights and obligations of Republic Parking System, Inc. including, without limitation, those pursuant to the Management Agreement;

C. The parties have agreed to amend the Agreement as set out herein, with such amendments to be made effective as of and from September 14, 2020.

NOW THEREFORE, THIS AMENDMENT WITNESSES THAT in consideration of the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. All capitalized words used but not defined herein shall have the meanings given to them in the Agreement.

2. The City and Republic hereby ratify and affirm the terms of the Agreement.

3. The City and Republic hereby agree to extend the term for an additional **thirty-six (36)** months effective **March 1, 2021** and the term shall accordingly expire on **February 28, 2024.**

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4. The City and Republic hereby agree to a 75% reduced management fee for the period of March 1, 2020 to June 30, 2021.

5. The City and Republic hereby agree to delete Schedule C from the First Amendment of Management Agreement dated 2/4/19, and replace it with Schedule D, as included with this 3rd Amendment to the Management Agreement.

6. The City and Republic hereby agree to delete Paragraph 3 in the Original Management Agreement and replace with the following:

> "The Parking Facilities are to be operated by Manager as commercial public parking facilities. With the express approval by resolution of Council, Republic may also use specified portions of the Parking Facilities for the purpose of engaging in the following activities, operations and services: 1) commercial food and beverage production and storage, delivery and pick-up activities, operations and services, 2) medical services and testing for the transmission of various illnesses, 3) ingress and egress of people, couriers and vehicles to pick-up and deliver orders, 4) installation, operation and maintenance of Licensee's REEF kitchens, container kitchens, concession trailers, food trucks and, 5) utilities, services, temporary structures and equipment to support the foregoing activities, operations and services and 6) any other services, uses or activities that may be conducted in accordance with applicable law subject to the terms and conditions that may be established by the City Manager or Council."

7. This Amendment shall be read with and form a part of the Agreement. Apart from the foregoing, all other terms and conditions of the Agreement remain unchanged.

[Signatures appear one the next page.]

IN WITNESS OF THE ABOVE, the parties have executed this Agreement by their duly authorized representatives.

REPUBLIC PARKING SYSTEM, LLC

DocuSigned by:
Leonard Carder
ACD94E55AB4345F...

By: Leonard Carder

Title: President Real Estate Services

Date: 3/3/2021

CITY OF FERNDALE

DocuSigned by:
Melanie C. Piana
F782C8AE93AF4E0...

By: Melanie Piana

Title: Mayor

Date: 02/08/2021

DocuSign Envelope ID: FC70A8F2-4F63-4B7B-8E66-07D4C35D073E

SCHEDULE D

MANAGEMENT INCENTIVE FEE OBJECTIVES AND GRADING CRITERIA

1. Owner shall pay manager by July 15th of each Fiscal Year, which shall constitute beginning July 1st and ending June 30th of the following year an incentive fee not to exceed $5,000 dollars. Local General Manager and supporting staff will receive a fifty percent portion of the Management Incentive directly provided that grading criteria of the Management Incentive Objectives are met to the agreed standards established in the Grading Matrix of the contract between representative(s) of Reef Parking Systems and the representative(s) of the City of Ferndale.

2. After commencement of the contract, representative(s) from the City of Ferndale and representative(s) from Reef Parking Systems shall meet prior to June 15 and mutually agree upon all terms, conditions, and standards as outlined in Schedule C, paragraph 1, sub-section (b).

a. OBJECTIVES

Year One of Renewed Contract

Objective 1.

Budget Management - Manager will prepare annual and subsequent multi-year budgets and financial projections and facilitate monthly tracking with analysis of revenues and expenses. The annual budget will be submitted for review 60 days prior to the end of the City's fiscal year or on a different date as determined by the City Manager. The budget will be agreed upon by Manager and the City Manager. Budget Management effectiveness will be measured by Managers ability to end the fiscal year with revenues meeting or exceeding budget and expenses meeting or lower than budget without negative impact to customer service.

Objective 2.

Communications and Marketing - Manager will promote Park Ferndale brand awareness by developing and managing a communications and marketing plan that supports Park Ferndale strategic goals. Marketing and communication efforts will be funded by line item in the annual budget. Plan success will be measured by tracking conversions derived from Park Ferndale payment solutions and progress will be reviewed in monthly reporting.

Objective 3.

Secret Shopper - Manager will implement a secret/mystery shopper program to evaluate Park Ferndale levels of service and customer satisfaction. Secret shops will be scheduled on a monthly basis and results will be tracked and included in monthly reporting by summary narrative. A score of 90% is the expected

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average annually.

Objective 4.

Customer Service - Manager will provide Park Ferndale staff with formal instruction on customer service, operational responsibilities and procedures relevant to the functions and responsibilities of staff. Manager will sustain an emphasis on customer service by conducting annual customer service refresher training for all staff. Certificates of completion will be issued for the customer service refresher training.

Objective 5.

Staff Performance - Manager will ensure that Park Ferndale staff are qualified, confident, and well-rounded individuals who are equipped to issue accurate citations despite the challenges of working in a position that frequently involves interactions with upset parkers. Manager will ensure that 98% of citations are accurate. Manager will track citation accuracy by logging requests for citation dismissals due to officer error and cross verify with Municipal Court reporting.

Review date for incentive fee will be 60 days before the end of the fiscal year_____ and the incentive will be paid after there is agreement on the completion of objectives which shall be no later than July 15th on an annual basis.

b. GRADING CRITERIA

Potential Incentive Fee to Company $5,000

Budget Management (Weight 50%) $2,500

Marketing and Communications (Weight 12.5%) $625

Secret Shopper (Weight 12.5%) $625

Customer Service /(Weight 12.5%) $625

Staff Performance (Weight 12.5%) $625

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SECOND AMENDMENT TO MANAGEMENT AGREEMENT

THIS AGREEMENT is dated as of the date of the last signature below

BETWEEN: **REPUBLIC PARKING SYSTEM, LLC**
633 Chestnut Street, Ste. 2000
Chattanooga, TN 37450

("Republic")

AND: **CITY OF FERNDALE**
300 E. Nine Mile Road
Ferndale, MI 48220

(the "City")

WHEREAS:

A. The City and Republic Parking System, Inc. entered into a management agreement effective March 1, 2014 (the "Original Management Agreement"), as amended effective March 1, 2019 (together, the "Management Agreement") regarding certain services to be provided at the Parking Facilities (as is more particularly described in the Management Agreement);

B. Effective April 4, 2016, Republic Parking System, Inc. converted from a corporation to a Tennessee limited liability company known as Republic Parking System, LLC and, by operation of law, assumed all the rights and obligations of Republic Parking System, Inc. including, without limitation, those pursuant to the Management Agreement;

C. The parties have agreed to amend the Management Agreement as set out herein, with such amendments to be made effective as of and from July 1, 2020.

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT in consideration of the promises and mutual covenants and agreements herein contained, the parties agree as follows:

1. All capitalized words used but not defined herein shall have the meanings given to them in the Management Agreement.

2. The City and Republic hereby ratify and affirm the terms of the Original Management Agreement.

3. The City and Republic hereby agree that the parking facility located at 221 West Troy Street, with approximately 385 spaces, which is owned by the City, is

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hereby added to the Management Agreement and to the definition of Parking Facilities as specified therein.

4. This Agreement shall be read with and form a part of the Management Agreement. Apart from the foregoing, all other terms and conditions of the Management Agreement remain unchanged.

IN WITNESS OF THE ABOVE, the parties have executed this Agreement by their duly authorized representatives.

REPUBLIC PARKING SYSTEM, LLC

DocuSigned by:
Todd Brosius
1A37466C9D624C8...

By: Todd Brosius
Title: President
Date: 9/25/2020

CITY OF FERNDALE

DocuSigned by:
Melanie C. Piana
E782C8AE93AF4E0...

By: Melanie Piana
Title: Mayor
Date: 9/24/2020

REV Nov 2017

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

This First Amendment to Management Agreement dated Feb 4, 2019 by and between the City of Ferndale, ("City"), a Michigan Municipal Corporation, with an address at 300 E. Nine Mile Road, Ferndale, Michigan 48220 and Republic Parking System, Inc., a Tennessee Corporation, with an address at 633 Chestnut Street, Ste. 2000, Chattanooga, TN 37450 ("Republic").

City and Republic entered into a Management Agreement ("Agreement") on March 1, 2014 for Republic to operate certain parking spaces, containing approximately 1,100 parking spaces, located on public streets and surface parking lots.

City and Republic wish to enter this First Amendment to Management Agreement ("First Amendment").

NOW THEREFORE, in consideration of mutual covenants and conditions contained in this First Amendment, the City and Republic agree as follows:

1. The term of the First Agreement is hereby extended for an additional period of twenty-four (24) months effective March 1, 2019 and the term shall accordingly expire on February 28, 2021.

2. Republic's monthly base management fee will be increased from 1,250.00 per month to $1,500.00 per month, beginning on the March 1, 2019.

3. Republic will follow the amended annual incentive fee forms as reflected in "Schedule C" attached.

4. All terms and conditions of the Agreement shall remain in full force and effect. If there is any conflict between the Agreement and this First Amendment, the existing Agreement shall control.

5. This Amendment shall in all respects be interpreted, enforced and governed in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Management Agreement on the date and year first above written.

City of Ferndale
City:

By: _____
Dave Coulter, Mayor

By: _____
Marne McGrath, Clerk

REV Nov 2018

Republic Parking System, LLC

By:_____

Its: _____

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

SCHEDULE "C"

MANAGEMENT INCENTIVE FEE OBJECTIVES AND GRADING CRITERIA

1. Owner shall pay manager by July 15th of each Fiscal Year, which shall constitute beginning July 1st and ending June 30th of the following year an incentive fee not to exceed $5,000 dollars. Local General Manager and supporting staff will receive a twenty five percent portion of the Management Incentive directly provided that grading criteria of the Management Incentive Objectives are met to the agreed standards established in the Grading Matrix of the contract between representatives of Republic Parking Systems and the representatives of the City of Ferndale.

2. After commencement of contract, representatives from the City of Ferndale and representative from Republic Parking Systems shall meet prior to June 15 and mutually agree upon all terms, conditions, and standards as outlined in Schedule C, paragraph 1, sub-section (b).

   a. OBJECTIVES
   Year One of Renewed Contract

   Objective 1. Manager will provide monthly, bi-annual, and annual expenditure report to owner of specific line expenses manager used in the parking operation. Report will be submitted to the owner from the manager by the 15th of the month for the previous month, as well as on January 15th for the bi-annual expenditure report and on August 15th for the annual expenditure report. Manager will inform owner of all expenses that will exceed nine hundred and ninety-nine dollars prior to creating expense.

   Objective 2. Manager will increase brand awareness and demonstrate high customer service with local business owners, citizens, and parking patrons. Manager will document each interaction on a spreadsheet and list the cause for the interaction and how the interaction ended and or was resolved. Manager will provide a monthly summary of the interactions between the operator's employees and the stakeholders of the parking system by the 15th of each month.

   Objective 3. Manager will focus on increasing parking patron value and owner revenue through increasing Biz Flex permit sales with a goal of seventeen percent and or to exceed twenty-six permits. Manager will take a proactive approach to raising stakeholder awareness of the value of the permits through quality engagement and interaction with parking stakeholders.

Objective 4. Manager will champion the reduction of credit card merchant processing fee percentage with a goal of five percent. Manager will find and implement solution that lead to this expense reduction for the owner. Incentive will be based on reduction of percentage amount for each month where there was a reduction after implementation of new credit card merchant processing fee expense reduction strategy with a target of achieving five percent fee or less.

Year Two of Renewed Contract

Objective 1. Manager will provide monthly, bi-annual, and annual expenditure report to owner of specific line expenses manager used in the parking operation. Report will be submitted to the owner from the manager by the 15th of the month for the previous month, as well as on January 15th for the bi-annual expenditure report and on August 15th for the annual expenditure report. Manager will be efficient in the parking operation by running at seven hundred-dollar expenses average per space of the parking operation.

Objective 2. Manager will increase brand awareness and demonstrate high customer service with local business owners, citizens, and parking patrons. Manager will document each interaction on a spreadsheet and list the cause for the interaction and how the interaction ended and or was resolved. Manager will provide a monthly summary of the interactions between the operator's employees and the stakeholders of the parking system by the 15th of each month.

Objective 3. Manager will focus on increasing parking patron value and owner revenue through increasing Biz Flex permit sales with a goal of 25% and or to exceed 37 permits. Manager will take a proactive approach to raising stakeholder awareness of the value of the permits through quality engagement and interaction with parking stakeholders.

Objective 4. Manager will champion the reduction of credit card merchant processing fee percentage with a goal of five percent. Manager will find and implement solution that lead to this expense reduction for the owner. Incentive will be based on reduction of percentage amount, not to be above eight percent at the end of the fiscal year.

b. GRADING CRITERIA

Potential Incentive Fee to Company (25% of $5,000 Annual Fee) $5,000

Expense Performance (Weight 25%) $1,250

- Expense Management – Year One
  - Monthly line item expenditure report by the 15th monthly _____
  - Bi-annual line item expenditure report by January 15 _____
  - Annual line item expenditure report by August 15 _____
- Expense Management – Year Two
  - Monthly line item expenditure report by the 15th monthly _____
  - Bi-annual line item expenditure report by January 15 _____
  - Annual line item expenditure report by August 15 _____
  - Operational expenses average at or below $700 per space _____

Expense Performance Incentive Fee Earned _____

Customer Service/Brand Awareness (Weight 25%) $1,250

- Daily Stakeholder Contact Log
  - Submitted to DDA by 15th monthly _____
  - Demonstrated high customer interaction and focus on satisfaction _____

Customer Service/Brand Awareness Incentive Fee Earned _____

Revenue Performance (Weight 25%) $1,250

- Increase Biz Parking Permits by 17% or 26 permits -Year One _____
  - Share information and literature with stakeholders _____
  - Pass out literature by visiting local businesses _____
- Increase Parking Permit Sales by 25% or 37 permits -Year Two _____
  - Share information and literature with stakeholders _____
  - Pass out literature by visiting local businesses _____

Revenue Performance Incentive Fee Earned _____

Credit Card Service Fee Reduction Initiative (Weight 25%) $1,250

- Reduced credit card service fees to 5% for each month – Year One _____
- Reduced credit card service fees to 5% annual average – Year Two _____

Credit Card Service Fee Reduction Initiative Fee Earned _____

Total Incentive Fee Earned _____

MANAGEMENT AGREEMENT

THIS AGREEMENT, to be effective as of ____, 20, between **the City of Ferndale Michigan** hereinafter called "Owner" and **Republic Parking System, Inc.**, a Tennessee Corporation, with principal offices at Suite 2000 Republic Centre, Chattanooga, Tennessee 37450 hereinafter called "Manager".

WITNESSETH:

1. Owner hereby contracts with Manager under the terms, conditions, and provisions hereinafter set out for Manager to operate all municipal owned Parking Facilities located at in Ferndale Michigan known as the City of Ferndale Michigan Parking Facilities, containing approximately one thousand one hundred (1,100) parking spaces located on public streets and surface parking lots, which will hereinafter be referred to as the "**Parking Facilities**".

2. The term of this Agreement shall commence on March 1, 2014 and shall continue for a period of three (3) consecutive years ending February 28, 2017. At the expiration of the initial three (3) year term of this Agreement it shall automatically be renewed for separate one (1) periods over two (2) years. Owner and Manager will have the right to terminate each auto renewal contract extension with sixty (60) days written notification submitted by either party to the other

3. The Parking Facilities are to be operated by Manager as commercial parking facilities, and shall be used for no other purpose without prior written approval of Owner.

4. Manager agrees to set aside the necessary parking space to protect any commitments made to the tenants of, or in connection with, the operation of the City of Ferndale Parking Facilities, and Manager agrees to honor any allocations of parking space that Owner deems necessary; and Manager agrees to operate the Parking Facilities in a manner consistent with satisfying, as efficiently as possible, the parking demands generated by the business and resident parking demands in the City of Ferndale Parking Facilities.

5. This Agreement shall not be assigned nor subcontracted by Manager in whole or in part without the written consent of the Owner.

6. Gross Revenues, Operating Expenses and Operating Surplus are defined as follows:

(a) "Gross Revenues" shall include all revenues received by Manager or Owner regarding the Parking Facilities. "Gross Revenues" shall include the value of all discounted and free parking granted by Owner from the parking of vehicles in the Parking Facilities. Any revenues collected directly by either party shall be accurately reported to the other party.

(b) "Operating Expenses" shall include all ordinary direct expenses of Manager incurred while operating the Parking Facilities other than those of a capital cost nature as set forth below:

(1) Wages of all personnel assigned to the Parking Facilities, including reasonable fringe benefits such as workers' compensation insurance, unemployment insurance, social security, hospital and sickness insurance and pension costs;

(2) Business taxes, other than franchise taxes on income or profits;

(3) Licenses and permits necessary to operate the Parking Facilities;

(4) Employee recruitment ads and hiring costs for employees assigned to the Parking Facilities;

(5) Insurance to the extent required of Manager in this Agreement;

(6) Sundry items such as uniforms, tickets and janitorial supplies for employees assigned to the Parking Facilities;

(7) Except as set forth on Schedule A, reasonable data processing expense related solely to processing financial revenue expense data for the Parking Facilities;

(8) Normal maintenance and repairs to the Parking Facilities including snow removal, repainting of stall markings, replacement or repair of signs and revenue control equipment shall be the responsibility of the Manager;

(9) Legal or audit charges directly attributable to the operation of the Parking Facilities other than those performed by the staff of Owner or Manager except to the extent covered in (11) below, if approved in advance by the Owner;

(10) Payment of the "deductible" amount of insurance claims settlement under the Garage Keepers Legal Liability policy, and payment of claims in excess of policy limit of the policies provided by Manager as set forth in Section 14 of this agreement;

(11) All Operating Expense Line Items shall be approved in an Annual Budget submitted by Manager to Owner for approval. During the course of each Fiscal Year any changes to said budget shall have written recommendations submitted by Manager for approval by Owner. Under no circumstance shall Manager incur expense(s)' without Owner approval first;

(c) Certain costs are specifically excluded from the definition of Operating Expenses for the purpose of this Agreement and shall be borne by the respective parties. The expenses of the Manager are those set forth in Schedule "A" attached hereto and made a part hereof. The expenses of the Owner are those shown in Schedule "B" attached hereto and made a part thereof.

(d) "Operating Surplus" shall be defined as "Gross Revenues" less "Operating Expenses".

7. Manager covenants that it will collect or cause to be collected all of the Gross Receipts from the operation and use of the Parking Facilities. The Gross Revenue for each month's operation shall thereafter, on or before the twentieth (20) day of the succeeding month, be disbursed by Manager as follows:

(a) Manager shall pay all Operating Expenses as defined by paragraph 6.

(b) Manager shall then pay to Manager out of said Gross Receipts the following amount:

For each month commencing with the date of this contract, a minimum monthly management fee of one thousand two hundred fifty ($1,250.00) dollars shall be paid by Owner to Manager.

In addition an annual Management Incentive Fee not to exceed shall be earned by Manager and paid by Owner each year. Specific terms and conditions are outlined in **"SCHEDULE C"**.

(c) After payment of the amounts as directed in (a) and (b) above, the balance of the receipts from the said premises shall be paid to Owner monthly.

(d) If the Gross Revenue for any month are insufficient to make the payments required under subparagraphs (a) and (b) above, the Owner agrees to remit to Manager the amount of such deficit within thirty (30) days after receipt of Manager's report. In the event Owner fails to reimburse Manager within said thirty (30) day period, and Owner does not remedy such failure within thirty (30) days of receipt of written notice from Manager, then Manager shall have the right to terminate this Agreement with immediate effect and to take whatever action is necessary to collect amount due Manager.

8. Manager agrees to operate the Parking Facilities in an efficient manner and to operate same on all days and at all hours as set by the "Owner" commensurate with parking demand in the area and such operation shall be continuous, as herein provided, further Owner and Manager at commencement contract will agree upon a specific operating schedule. Any adjustments to said operating schedule shall be submitted to City of Ferndale staff representative "Owner" by Manager for approval prior to implementation.

9. Manager agrees that it will keep complete and accurate records of all receipts and disbursements pertaining to the operation of the Parking Facilities and on or before the twentieth (20th) day of each month (beginning with second month of term of this Agreement and continuing through and including the twentieth (20th) day of the month following the termination thereof) shall, at the time of the payment to Owner, render to the Owner a complete and accurate accounting of all receipts and disbursements for the preceding month. All of Manager's books and records relating to the Parking Facilities shall be kept at the local office of Manager, and shall be available for inspection, audit and copying at all reasonable times by Owner or its duly authorized representatives. Vouchers, receipts or other records shall support disbursements for Operating Expenses.

10. In performing its responsibilities pursuant to this Agreement, it is understood and agreed that Manager is at all times acting as an independent contractor and that Manager is not a partner, joint- venturer, or employee of Owner. It is expressly agreed that manager will not for any purpose be deemed to be an agent, ostensible or apparent agent, or servant of Owner, and Manger agrees to take any all such action as may be reasonably requested by Owner to inform the public, patrons of the Parking Facilities, and other utilizing the services of Manager of such fact. Manager acknowledges and agrees that neither it nor its employees or agents have any right, power or authority to incur and will not incur any financial obligation, legal obligation or liability, or other obligation on behalf of, or binding upon Owner. Nothing herein shall vitiate that right of Manager to receive reimbursement from Owner for the Operating Expenses set forth in

Section 6(b) of this Agreement, but Owner shall have no obligation to any third party, directly or otherwise, to pay for Operating Expenses.

11. Owner agrees to maintain the sidewalks and curb cuts adjacent to the Parking Facilities in accordance with applicable municipal statutes. Owner shall also be responsible for all repairs of a structural nature to the Parking Facilities, including, but not limited to: electrical, plumbing, pavement repair, painting and repairs to the Parking Facilities. Manager agrees to use reasonable diligence in the care and protection of the Parking Facilities during the term of this Agreement and to surrender said premises at the termination of this Agreement in as good condition as received, ordinary wear and tear and other casualty excepted.

Any structural, mechanical, electrical or other installations or any alterations to the Parking Facilities required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Owner.

12. In the event Manager shall fail to fully and faithfully deposit all the receipts from the operation of the Parking Facilities, or shall intentionally fail to disburse same only in the manner provided for herein or otherwise violate the terms of this Agreement, or in the event Manager shall become bankrupt or insolvent, or suffer the appointment of a receiver, or make an assignment for creditors, Owner shall have the right to forthwith terminate this Agreement immediately, regain immediate possession of the Parking Facilities, and hold Manager liable for any damages resulting to Owner.

13. Manager agrees to help keep the Parking Facilities at all times in clean, presentable and sanitary condition and not to permit anything thereon which would vitiate any insurance carried by the Owner on the Parking Facilities or the adjoining premises. Manager further agrees to comply with all governmental laws, ordinances and regulations pertaining to the conduct of Manager's business thereon.

14. Manager agrees to carry liability insurance in such amounts as shown below, to pay all the premiums thereon when due and to cause such insurance to name the Owner as additional insured thereunder:

Commercial General Liability	$1,000,000 combined single limit each occurrence for bodily injury and and property damage.

Workers' Compensation
Policy Limits: Coverage A - Statutory
Coverage B - $ 100,000

Owner acknowledges that all insurance coverage except Workers Compensation is subject to a deductible amount not to exceed $ 5,000.00 and that the payment of the deductible amount(s) will be considered as a direct operating expense of the Parking Facilities. Any losses not covered by the above insurance shall constitute expenses of Owner provided that such loss did not arise in whole or in part by the negligence or willful misconduct of Manager, its agents or employees.

Certificates evidencing all insurance coverage listed above shall be furnished by Manager to Owner and such certificates shall contain an endorsement requiring the insurance carrier to provide at least thirty (30) days' written notice in the event of cancellation or material change. Premiums with respect to such policies required to be carried by Manager shall be paid by Manager and shall constitute Operating Expenses. Such policies shall be subject to the approval of Owner for adequacy and form and protection.

Owner shall be responsible for maintaining all risk property insurance for the Parking Facilities and equipment contained therein naming both Owner and Manager as insured.

In the event of work performed by third parties within the Parking Facilities, either on behalf of Owner or Manager, such third parties will provide insurance coverage in the forms and amounts shown above naming both Owner and Manager as additional insureds.

15. Manager shall defend, indemnify and hold Owner harmless from and against any and all actions, costs, claims, losses, expenses and/or damages, sustained by Owner attributable to the acts or omissions or negligence of Manager or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons.

16.

Owner expressly acknowledges that Manager's obligations in connection with the management, operation and promotion of the Parking Facilities and employment of persons in connection therewith, do not include the retention of service, supervision, or furnishing of personnel in connection with the personal safety and security of

employees, tenants, customers, or other persons within and about the Parking Facilities. Manager does not have knowledge or expertise as a guard or security service and does not employ personnel for that purpose, nor do Manager's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. Owner shall determine, at its discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Parking Facilities.

16. The Owner of the Parking Facilities does hereby waive all rights of recovery, if any, against Manager for damage to, or destruction of, the Parking Facilities in the event such damage or destruction is caused by fire or other casualty which is covered by Owner's fire and extended coverage insurance policy so long as such waiver does not vitiate coverage by such policy.

17. Either party shall have the right to terminate this Agreement upon sixty (60) days written notice without cause. In the event of such termination, Manager agrees to vacate the Parking Facilities by midnight on the last day of the month of the sixty (60) day notification time frame.

18. Owner shall have the right to enter and inspect the Parking Facilities at all times.

19. Manager shall manage, operate, and promote the use of the Parking Facilities in accordance with all laws and governmental regulations including the Owner's Living Wage Ordinance.

20. It is understood and agreed that this Agreement shall be binding upon and inure to the benefits of the heirs, personal representatives, successors and assigns of the parties. The previous sentence notwithstanding, no assignment of or subcontracting under this Agreement or the rights and obligations of Manager shall be valid without the prior written consent of Owner and any attempt to assign or subcontract without such prior written consent shall be void.

21. Owner and Manager agree that during the term of this Agreement all personnel employed by Manager to operate the Parking Facilities shall be solely the employees of Manager and shall have no contractual relationship with Owner. Manager shall be responsible for payment of income taxes, unemployment taxes and payroll taxes, if any, for all such employees. Manager shall have full responsibility for hiring, firing and managing its employees and or agents. However, should Owner request the removal of any employee for any reason, including, without limitation, tardiness or unapproved absences, discourteousness to patrons, failure to perform his or her duties in reasonable fashion, or any other such reason, manager shall remove such employee as

soon as possible, but in any event no more than three (3) working days of owner's request, and replace such employee with another employee. In addition, Owner agrees during the term of this Agreement that it will not enter into any negotiations, communications, or other actions which have as their intended consequence to induce any such person employed by Manager to enter the employ of Owner in any capacity whatsoever; provided, however, that if Manager agrees in advance to such negotiations and hire, then Manager shall be reimbursed with such reimbursement being treated as an Operating Expense of twenty-five percent (25%) of the said person's compensation for the preceding twelve month period.

22. Notwithstanding all provisions of this Agreement, it is mutually understood between the parties hereto, that this Agreement shall not in any way be construed to be a lease, but is merely a recitation of contract provisions.

23. If any section of this Agreement is found unlawful or illegal or becomes so, the remainder of the contracted terms shall remain in full force and effect.

24. The terms of this Agreement shall be modified only by a written addendum signed by both Owner and Manager.

25. At the expiration of the initial three (3) year term of this Agreement it shall automatically be renewed for separate one (1) periods over two (2) years. Owner and Manager will have the right to terminate each auto renewal contract extension with sixty (60) days written notification submitted by either party to the other

26. If it shall become impossible on account of Force Majeure for Manager or Owner to fulfill its obligations under the Agreement, such party shall be excused from the performance of said obligation for the period that said performance is impossible. However, either party shall have the right to terminate this Agreement immediately upon the occurrence of a Force Majeure which prevents the other party from performing for three (3) or more consecutive days.

The term "Force Majeure" as used in this paragraph shall include: 1) fire, earthquake, flood, tornado, acts of God, strike or other labor disturbance beyond the reasonable control of Manager, riot or civil commotion, failure of power, restrictive government laws or regulation, court order, insurrections, war or any other matter or situation of a like nature (including hostility, with or without formal declaration of war. 2) Any law regulation or order of any government authority prohibiting the performance of the obligations set forth in this Agreement.

27. Owner has the right to shut down any or all of the Parking Facilities for repair at their sole discretion. In this case all fees and contractual obligations remain fully intact.

28. Manager affirms that it is an equal opportunity employer and will comply with all laws and regulations prohibiting employment discrimination in the performance of this Agreement.

29. Notice to both Owner and Manager shall be sent by overnight courier service; signature required for delivery, or certified mail, return receipt requested, to the following addresses:

If to Owner:

With Copy To:

If to Manager:

Scott Titmus
President
Republic Parking System, Inc.
Suite 2000 Republic Centre
Chattanooga, Tennessee 37450

With Copy To:

Brian Kern
Vice President
Republic Parking System, Inc.
1331 17th Street, Suite 608
Denver, Colorado 80202

29. This Agreement shall be construed and governed according to the laws of the State of Colorado, without giving effect to its conflict of laws provision. Any suit, action, or proceeding with respect to this Agreement, or any judgment entered by any court in respect thereof shall be brought in the Courts of the State of Colorado, County of Denver or in the United States courts located in the state of Colorado and the parties hereby submit to the non-exclusive jurisdiction of such courts for the purpose of any such suit, action, or proceeding.

IN WITNESS WHEREOF, Owner has caused this instrument to be executed in its corporate name by its duly authorized officer and Manager has hereunto set his hand the day and date first above written.

ATTEST:

BY:_____

ATTEST:

BY:_____
Brian Kern
Vice President

BY:_____

REPUBLIC PARKING SYSTEM, INC.

BY:_____
Scott Titmus
Executive Vice President

SCHEDULE "A"

EXPENSES OF MANAGER

1. Salaries, travel and accommodation expenses of all Headquarters executive personnel of Manager.

2. General and administrative expenses of Manager not allocable directly to operations at the Parking Facilities.

3. Personal property taxes on Manager's property.

SCHEDULE "B"

EXPENSES OF OWNER

1. Real and personal property taxes of Owner's property.

2. All claims, expenses and/or damages arising from, or caused by structural or design deficiencies or by improper work or supervision during construction including, without limitation, settlement, collapse or inadequacy of structure or equipment, and all repairs related thereto.

3. Debt service with respect to land, building and equipment.

4. Costs of legal and auditing fees of Owner.

5. Salaries and wages of all employees of Owner.

6. Costs incurred by Owner in the supervision of obligations of Manager.

7. Costs of maintaining elevators, sprinkler and ventilation systems.

8. Utilities expense of the Parking Facilities.

9. Capital expenditures, improvements, alterations, additions and all new equipment, including all architectural and engineering fees in connection therewith.

10. Cost of payroll and equipment of security personnel.

11. Cost of premiums for fire and extended coverage insurance.

SCHEDULE "C"

INCENTIVE MANAGEMENT FEE ACHIEVEMENT MATRIX

1. Owner shall pay Manager by August 15th of each Fiscal Year, which shall constitute beginning July 1st and ending June 30th of the following year an Incentive Fee of not to exceed of five thousand ($5,000.00) dollars.

   a) Incentive Fee Matrix –

   100% to 90% grade = 100% of Incentive Fee Paid
   89% to 80% grade = 80% of Incentive Fee Paid
   79% to 70% grade = 70% of Incentive Fee Paid
   Below 69% = No Incentive Fee Paid

   b) Grading Criteria for Incentive Fee Matrix -

   Customer Service Comment Cards – 25%
   Operational Budgetary Revenue Results most recent Fiscal Year Ending – 25%
   Operational Budgetary Expense Results most recent Fiscal year Ending – 25%
   City of Ferndale Parking Staff Committee Annual Performance Assessement – 25%

2. After commencement of contract Owner and Manager shall within thirty (30) days mutually agree upon all terms, conditions and standards as outlined in Schedule C, paragraph 1, sub-section (b).

FERNDALE

November 23, 2026 City Manager

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Colleen O'Toole

SUBJECT: Approval of Strategic Planning Services with Bridgeport Consulting in the Amount of $13,250

SUGGESTED ACTION
To approve the proposal from Bridgeport Consulting for strategic planning services in the amount of $13,250.

Item Background
Ferndale City Council participates annually in a strategic planning process to set high-level goals and define the strategy, direction, and logic for decision-making about resource allocation. The resulting Strategic Plan is a living document that features the Council's vision and City's mission, and highlights the key priorities to be accomplished in the coming months and years.

In recognition of its deeper commitment to reducing expenditures of the General Fund, city staff developed a more streamlined version of this process in 2026. The goal of the 2027 strategic planning process will be to review and determine alignment with the 2026 strategic plan, as well as identify distinct priorities and a shared vision for the FY28 budget setting process. This process will place a continued focus on collaborative engagement among Council and department heads to ensure that the identified priorities reflect the fiscal and personnel capacities of the organization. Services are proposed to be provided by Brittany Galisdorfer of Bridgeport Consulting, who facilitated the process last year and has prior experience working with the City as part of the Facilities Task Force.

Previous Action

Strategic Goal
Organizational & Financial Excellence

Budged Impact
$13,250 from General Fund; $30,000 was originally budgeted for this work at a cost savings of $16,750. It is recommended that some funds be allocated forward to FY27 to once again host an annual vision setting until a more formal strategic plan update can be accomplished in 2028.

Budget Amendment Required

false

GL#
101-172-818.000

CIP#
N/A

Staff Recommendation
Staff recommends Bridgeport Consulting for our 2027 Strategic Planning Services.

ATTACHMENTS:

Bridgeport Proposal Ferndale Strategic Planning 2027.pdf

City of Ferndale Strategic Planning Project Overview

The City of Ferndale is governed by a Mayor and four Councilmembers, together comprising the City Council (Council). This body is responsible for setting strategic initiatives, making advisory body appointments, and adopting ordinances and resolutions for the organization and community. As part of its leadership responsibility, the Council meets every 1-2 years to review and, as needed, update elements of the City's strategic plan. The priorities reflected in this plan serve as guideposts for development of the City's budget.

Councilmembers bring a variety of preferences and perspectives. City Manager Colleen O'Toole seeks an experienced facilitator to support the Council through a process of confirming or articulating their shared priorities for the upcoming budget to move the City meaningfully toward its vision in alignment with its values.

Skilled in the practices of strategic planning and group facilitation, Brittany Galisdorfer of Bridgeport Consulting is honored to provide the following suggested approach, which includes individual interviews with Councilmembers to identify early areas of agreement and disagreement; design and facilitation of a priority-setting session in February 2027; and time for additional Council engagement, if needed, between the interviews and priority-setting session to help build Council consensus by April 2027.

The proposed scope may be adapted in close collaboration with the client as the process unfolds; Bridgeport invoices only for actual time worked. The project is anticipated to unfold over approximately four months (January through April 2027).

Proposed Scope of Services $13,250

Scoping and Design $500

In partnership with Ms. O'Toole and Assistant City Manager James Krizan, Bridgeport will finalize the consulting engagement and outline a high-level plan to guide the work. *(Up to 2 hours)*

Planning $2,000

Bridgeport will engage with Ms. O'Toole, Mr. Krizan, and others at their discretion to plan the interviews, additional stakeholder engagement, and priority-setting session; to

review/refine materials; and generally to guide the work. *(Anticipate up to 2 meetings per month, at 1 hour each.)*

Pre-Session Interviews $1,250

Bridgeport will conduct individual interviews with the members of the Council to test for agreement with the City's current vision and values, to understand their core interests as relates to strategic priorities, and to learn about the broader context within which the priority-setting will take place. (*Anticipate up to 5 interviews, at 1 hour each.*)

Additional Council Engagement $1,000

Bridgeport proposes reserving time for additional Council engagement, if needed, between the interviews and priority-setting session to help build consensus in advance of the session. *(Up to 4 hours).*

Priority-Setting Session Facilitation $2,000

Bridgeport will facilitate a one-day in-person priority-setting session in Southeast Michigan in February 2027, with the precise location, day, and time to be determined. *(Anticipate up to 8 hours, inclusive of setup and cleanup).*

Content and Materials $5,000

Bridgeport will review background materials, prepare an interview protocol, and produce a session agenda and summary documentation. (*Anticipate up to 20 hours.)*

Project Management $1,500

Bridgeport anticipates the need to address scheduling logistics and other tactical and administrative considerations throughout the project. *(Anticipate up to 6 hours.)*

Notes

Bridgeport is pleased to offer the City of Ferndale a rate of $250/hour for this project. Bridgeport assumes the client will be responsible for securing space and refreshments for the priority-setting session as well as providing administrative support for scheduling. The client will also handle any large printing demands that arise as part of the project.

November 23, 2026 Parks & Recreation

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Emanuel Johnson

SUBJECT: Approval of Payment to Hazel Park Schools in the Amount Totaling $13,407.67 for Transportation Services for the 2026 Summer Day Camp Program.

SUGGESTED ACTION
Authorize payment to Hazel Park Schools in the Amount Totaling $13,407.67 for Transportation Services for the 2026 Summer Day Camp Program, as submitted by the Parks and Recreation Director.

Item Background
The Parks and Recreation Department (P&RD) is seeking Council approval of payment to Hazel Park Schools (HPS) in the amount totaling $13,407.67 for transportation services render in 2026 for the Summer Day Camp program. HPS provided transportation to P&RD for all of the camp program's off-site trips during the 2026 summer season, including weekly field trips and trips to local pools and splash pads. As this year's summer camp averaged about 90 registered kids per week, the program utilized two buses per trip for at least two trips per week over the course of nine weeks in 2026.

Previous Action
N/A

Strategic Goal
Organizational & Financial Excellence

Budged Impact
Approval of this item would see $13,407.67 deducted from the Summer Camp Expenses account. This is a planned expense accounted for in the program’s overall budget.

Budget Amendment Required
false

GL#
101-753-740.140

CIP#

N/A

Staff Recommendation

ATTACHMENTS:

Summer Camp Fieldtrip Invoice_Hazel Park_August 26.pdf
Summer Camp Fieldtrip Invoice_Hazel Park_July 26.pdf
Summer Camp Fieldtrip Invoice_Hazel Park_June 26.pdf

Hazel Park School District

Focusing on the Future
Amy Wilcox, Ed.D.
Superintendent

Ford Administration
Crystal Mubarak, Director of Business
1620 E. Elza, Hazel Park, MI 48030 • Phone 248-658-5213 | Fax 248-544-5443

INVOICE

Invoice number: 91726B Invoice date: 09/17/2026

BILL TO
Ferndale Rec
Attn: Emanuel Johnson

TRANSPORTATION CONTACT
Tiffany Brew
Transportation Director

Summer Camp Field Trips
Service period: August 2026

Building	Trips	Hours	Miles	Driver charges	Mileage / fuel	Total
Edison	5	22.25	79.00	$837.03	$323.11	$1,160.14
Webb	5	26.00	122.00	$978.12	$498.98	$1,477.10
Total	10	48.25	201.00	$1,815.15	$822.09	$2,637.24

Rounding adjustment ($0.02)

TOTAL INVOICE AMOUNT $2,637.22

Driver rate: $24.93 base per hour plus 50.90%. Effective rate: $37.619370 per hour.

Mileage / fuel: 201.00 miles at $4.09 per mile.

See Trip detail for dates, buildings, destinations, hours, miles and rates.

Make all checks payable to HAZEL PARK SCHOOLS
1620 E. Elza, Hazel Park, MI 48030

August transportation detail

Hazel Park Schools to Ferndale Rec - Summer Camp Field Trips

Driver rate below uses the entered base rate plus 50.90%.

Day	Day in source	Building	Trip / destination	Driver hours	Driver rate per hour	Driver charge	Miles	Rate per mile	Mileage / fuel charge	Trip total
8/3	Mon	Webb	Normandy Oaks	3.00	$37.619370	$112.86	13.00	$4.09	$53.17	$166.03
8/3	Mon	Edison	Normandy Oaks	3.25	$37.619370	$122.26	13.00	$4.09	$53.17	$175.43
8/5	Wed	Webb	Legoland	7.00	$37.619370	$263.34	48.00	$4.09	$196.32	$459.66
8/5	Wed	Edison	Detroit Zoo	4.00	$37.619370	$150.48	5.00	$4.09	$20.45	$170.93
8/10	Mon	Webb	Normandy Oaks	3.50	$37.619370	$131.67	13.00	$4.09	$53.17	$184.84
8/10	Mon	Edison	Normandy Oaks	3.75	$37.619370	$141.07	13.00	$4.09	$53.17	$194.24
8/13	Thurs	Webb	Troy Gym & Slick City	6.00	$37.619370	$225.72	20.00	$4.09	$81.80	$307.52
8/13	Thurs	Edison	Troy Gym & Slick City	6.00	$37.619370	$225.72	20.00	$4.09	$81.80	$307.52
8/14	Fri	Webb	Belle Isle	6.50	$37.619370	$244.53	28.00	$4.09	$114.52	$359.05
8/14	Fri	Edison	Belle Isle	5.25	$37.619370	$197.50	28.00	$4.09	$114.52	$312.02
ITEMIZED TOTAL				48.25		$1,815.15	201.00		$822.09	$2,637.24
Rounding adjustment to aggregate hours / miles						($0.02)			$0.00	($0.02)
TOTAL INVOICE AMOUNT						**$1,815.13**			**$822.09**	**$2,637.22**

Two-bus trips are split into one Edison row and one Webb row. Miles shown are per bus and are counted once for each row.

Hours are decimal hours (for example, 7.25 hours = 7 hours 15 minutes). Line charges are rounded to cents.

Hazel Park School District

Focusing on the Future
Amy Wilcox, Ed.D.
Superintendent

Ford Administration
Crystal Mubarak, Director of Business
1620 E. Elza, Hazel Park, MI 48030 • Phone 248-658-5213 | Fax 248-544-5443

INVOICE

Invoice number: 91726A Invoice date: 09/17/2026

BILL TO
Ferndale Rec
Attn: Emanuel Johnson

TRANSPORTATION CONTACT
Tiffany Brew
Transportation Director

Summer Camp Field Trips
Service period: July 2026

Building	Trips	Hours	Miles	Driver charges	Mileage / fuel	Total
Edison	9	50.75	348.50	$1,909.19	$1,425.37	$3,334.56
Webb	10	52.50	279.50	$1,975.03	$1,143.16	$3,118.19
Total	19	103.25	628.00	$3,884.22	$2,568.53	$6,452.75

Rounding adjustment ($0.03)

TOTAL INVOICE AMOUNT $6,452.72

Driver rate: $24.93 base per hour plus 50.90%. Effective rate: $37.619370 per hour.

Mileage / fuel: 628.00 miles at $4.09 per mile.

See Trip detail for dates, buildings, destinations, hours, miles and rates.

Make all checks payable to HAZEL PARK SCHOOLS
1620 E. Elza, Hazel Park, MI 48030

July transportation detail

Hazel Park Schools to Ferndale Rec - Summer Camp Field Trips

Driver rate below uses the entered base rate plus 50.90%.

July day	Day in source	Building	Trip / destination	Driver hours	Driver rate per hour	Driver charge	Miles	Rate per mile	Mileage / fuel charge	Trip total
Jul 1	Wed	Edison	Belle Isle	5.00	$37.619370	$188.10	28.00	$4.09	$114.52	$302.62
Jul 1	Wed	Webb	Belle Isle	4.75	$37.619370	$178.69	28.00	$4.09	$114.52	$293.21
Jul 6	Mon	Webb	FHS	3.00	$37.619370	$112.86	6.00	$4.09	$24.54	$137.40
Jul 9	Thurs	Edison	Jimmy Johns Field	7.25	$37.619370	$272.74	30.00	$4.09	$122.70	$395.44
Jul 9	Thurs	Webb	Jimmy Johns Field	7.00	$37.619370	$263.34	30.00	$4.09	$122.70	$386.04
Jul 13	Mon	Edison	Normandy Oaks	3.00	$37.619370	$112.86	13.00	$4.09	$53.17	$166.03
Jul 13	Mon	Webb	FHS	3.00	$37.619370	$112.86	6.00	$4.09	$24.54	$137.40
Jul 15	Thurs*	Edison	Imagination Station	8.00	$37.619370	$300.95	136.00	$4.09	$556.24	$857.19
Jul 15	Thurs*	Webb	Imagination Station	7.75	$37.619370	$291.55	136.00	$4.09	$556.24	$847.79
Jul 20	Mon	Edison	Normandy Oaks	3.00	$37.619370	$112.86	13.00	$4.09	$53.17	$166.03
Jul 20	Mon	Webb	FHS	3.00	$37.619370	$112.86	6.00	$4.09	$24.54	$137.40
Jul 21	Tues	Edison	St. Clair Metro Park	6.50	$37.619370	$244.53	44.00	$4.09	$179.96	$424.49
Jul 21	Tues	Webb	St. Clair Metro Park	6.25	$37.619370	$235.12	44.00	$4.09	$179.96	$415.08
Jul 23	Thurs	Edison	Turtle Cove	7.25	$37.619370	$272.74	64.00	$4.09	$261.76	$534.50
Jul 23	Thurs	Webb	Red Oaks	7.50	$37.619370	$282.15	10.00	$4.09	$40.90	$323.05
Jul 27	Mon	Edison	Normandy Oaks	3.50	$37.619370	$131.67	13.00	$4.09	$53.17	$184.84
Jul 27	Mon	Webb	FHS	3.00	$37.619370	$112.86	6.00	$4.09	$24.54	$137.40
Jul 30	Thurs	Edison	Emagine & Luxury	7.25	$37.619370	$272.74	7.50	$4.09	$30.68	$303.42
Jul 30	Thurs	Webb	Emagine & Luxury	7.25	$37.619370	$272.74	7.50	$4.09	$30.68	$303.42
ITEMIZED TOTAL				103.25		$3,884.22	628.00		$2,568.53	$6,452.75
Rounding adjustment to aggregate hours / miles						($0.02)			($0.01)	($0.03)
TOTAL INVOICE AMOUNT						**$3,884.20**			**$2,568.52**	**$6,452.72**

Two-bus trips are split into one Edison row and one Webb row. Miles shown are per bus and are counted once for each row.

Hours are decimal hours (for example, 7.25 hours = 7 hours 15 minutes). Line charges are rounded to cents.

Hazel Park School District

Focusing on the Future
Amy Wilcox, Ed.D.
Superintendent

Ford Administration
Crystal Mubarak, Director of Business
1620 E. Elza, Hazel Park, MI 48030 • Phone 248-658-5213 | Fax 248-544-5443

INVOICE

Invoice number: 91726C Invoice date: 09/17/2026

BILL TO
Ferndale Rec
Attn: Emanuel Johnson

TRANSPORTATION CONTACT
Tiffany Brew
Transportation Director

Summer Camp Field Trips
Service period: June 2026

Building	Trips	Hours	Miles	Driver charges	Mileage / fuel	Total
Edison	6	25.00	275.00	$940.48	$1,124.75	$2,065.23
Webb	6	31.50	261.00	$1,185.02	$1,067.49	$2,252.51
Total	12	56.50	536.00	$2,125.50	$2,192.24	$4,317.74

Rounding adjustment ($0.01)

TOTAL INVOICE AMOUNT $4,317.73

Driver rate: $24.93 base per hour plus 50.90%. Effective rate: $37.619370 per hour.

Mileage / fuel: 536.00 miles at $4.09 per mile.

See Trip detail for dates, buildings, destinations, hours, miles and rates.

Make all checks payable to HAZEL PARK SCHOOLS
1620 E. Elza, Hazel Park, MI 48030

June transportation detail

Hazel Park Schools to Ferndale Rec - Summer Camp Field Trips

Driver rate below uses the entered base rate plus 50.90%.

July day	Day in source	Building	Trip / destination	Driver hours	Driver rate per hour	Driver charge	Miles	Rate per mile	Mileage / fuel charge	Trip total
6/15	Mon	Webb	Ferndale HS (cancelled)	0.00	$37.619370	$0.00	0.00	$4.09	$0.00	$0.00
6/15	Mon	Edison	Normandy Oaks	2.50	$37.619370	$94.05	13.00	$4.09	$53.17	$147.22
6/17	Wed	Webb	Ice Arena	10.25	$37.619370	$385.60	9.00	$4.09	$36.81	$422.41
6/17	Wed	Edison	Ice Arena	4.00	$37.619370	$150.48	9.00	$4.09	$36.81	$187.29
6/22	Mon	Webb	Ferndale HS	3.00	$37.619370	$112.86	6.00	$4.09	$24.54	$137.40
6/22	Mon	Edison	Normandy Oaks (cancelled)	0.00	$37.619370	$0.00	0.00	$4.09	$0.00	$0.00
6/23	Tues	Edison	Detroit Int Wildlife	7.25	$37.619370	$272.74	72.00	$4.09	$294.48	$567.22
6/24	Wed	Webb	Lansing	7.75	$37.619370	$291.55	168.00	$4.09	$687.12	$978.67
6/24	Wed	Edison	Lansing	8.00	$37.619370	$300.95	168.00	$4.09	$687.12	$988.07
6/25	Thurs	Webb	Detroit Int Wildlife	7.00	$37.619370	$263.34	72.00	$4.09	$294.48	$557.82
6/29	Mon	Edison	Normandy Oaks	3.25	$37.619370	$122.26	13.00	$4.09	$53.17	$175.43
6/29	Mon	Webb	Ferndale HS	3.50	$37.619370	$131.67	6.00	$4.09	$24.54	$156.21

ITEMIZED TOTAL	56.50	$2,125.50	536.00	$2,192.24	$4,317.74
Rounding adjustment to aggregate hours / miles		($0.01)		$0.00	($0.01)
TOTAL INVOICE AMOUNT		**$2,125.49**		**$2,192.24**	**$4,317.73**

Two-bus trips are split into one Edison row and one Webb row. Miles shown are per bus and are counted once for each row.

Hours are decimal hours (for example, 7.25 hours = 7 hours 15 minutes). Line charges are rounded to cents.

FERNDALE

November 23, 2026 Downtown Development Authority

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Jennie Beeker

SUBJECT: Approval to Suspend Paid Parking Enforcement of the Downtown Parking System for Small Business Saturday on November 28, 2026

SUGGESTED ACTION
To approve the suspension of paid parking enforcement in the downtown parking system for Small Business Saturday, scheduled for November 28, 2026, as submitted by the Downtown Development Authority.

Item Background
Small Business Saturday occurs on Saturday, November 28, 2026. Recognition of this day is facilitated by the Ferndale Downtown Development Authority and supported by Oakland County's 'Shop Small & Local' initiative. In past years, City Council has suspended enforcement of paid downtown parking to express support for shopping locally. This day will coincide with Downtown Ferndale's winter promotional campaign highlighting the importance of small businesses and the value they bring to a vibrant downtown. Oakland County is reinforcing promotions with their Local Gems Sweepstakes, which showcases small businesses through social media.

Previous Action
The DDA Director and City Manager annually submit this request in support of downtown small businesses. Small Business Saturday serves as a reminder to our community about the importance of supporting local businesses in the winter shopping season.

Strategic Goal
Economic Prosperity

Budged Impact
Operating revenues that would have otherwise been collected through Parking.

Budget Amendment Required
false

GL#
N/A

CIP#
N/A

Staff Recommendation

ATTACHMENTS:

FERNDALE

November 23, 2026 City Clerk

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Dave Movilla

SUBJECT: Approval of Bills and Payrolls as Submitted by the Finance Director and Subject to Review by the Council Finance Committee

SUGGESTED ACTION
To approve the bills and payrolls as submitted by the Finance Director and subject to review by the Council Finance Committee, as submitted by the Finance Director.

Item Background
The Finance Department compiles a list of all vendor payment requests. This list is submitted to the members of the Council Finance Committee. The list includes disbursement of vendor payments, payroll information, and recurring credit card activity. Committee members at their discretion will request additional information on any item that is included in this list for the purposes of transparency.

Previous Action
Accounts payable and payroll requests submitted to the Finance Department since the last City Council meeting are reviewed by the Finance Department, City Manager's Office, and Council Finance Committee.

Strategic Goal
Organizational & Financial Excellence

Budged Impact
Submitted expenses are charged against the budgets previously approved by City Council.

Budget Amendment Required
false

GL#
Various

CIP#
N/A

Staff Recommendation
Approve the bills and payrolls as submitted by the Finance Department.

ATTACHMENTS:

November 23, 2026 City Manager

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Colleen O'Toole

SUBJECT: Responsible Contractor Ordinance

SUGGESTED ACTION
MOVED
SECONDED
To approve the Responsible Contractor Ordinance.

Item Background
The ordinance committee has reviewed and submitted for full consideration the attached Responsible Contractor Ordinance. This ordinance is designed to ensure that municipal construction projects are performed by firms who represent the best value to the City in terms of alignment with our goals on cost, experience, safety, workforce quality, and labor law compliance. By selecting firms on a value as opposed to solely cost basis, the City can mitigate risks related to poor craftsmanship, safety, and budget overages (change orders).

The ordinance outlines five specific criteria for how the bids will be evaluated:

1. Cost
2. Experience and Accountability
3. Safety and Compliance
4. Workforce Quality and Labor Standards
5. Equal Opportunity and Local Participation

Contractors who evidence a capacity to meet the criteria established in the Ordinance will be considered "responsive" bidders and eligible for consideration of award.

The policy applies to any projects over $250,000 in value bid by the City which utilize public funds. This ordinance would be implemented through additional guidelines and criteria articulated directly in bid solicitation documents. Contractors awarded bids would be bound by the ordinance and bid specifications to comply or risk penalties such as breach of contract, monetary damages, or disqualification from future bidding.

Previous Action
N/A

Strategic Goal
Safe, Protected, Engaged Community

Budged Impact
N/A

Budget Amendment Required
false

GL#
N/A

CIP#
N/A

Staff Recommendation
Staff recommends adoption of the ordinance and incorporation of the new guidelines in all future applicable project solicitations.

ATTACHMENTS:

Ferndale Responsible Contractor Ordinance_FinalDraft.pdf

ORDINANCE NO. _____

CITY OF FERNDALE
OAKLAND COUNTY, MICHIGAN

AN ORDINANCE TO AMEND CHAPTER 2, ADMINISTRATION, TO ADD ARTICLE XVII, RESPONSIBLE CONTRACTORS, TO THE FERNDALE CODE OF ORDINANCES.

THE CITY OF FERNDALE ORDAINS:

Part I. The City of Ferndale Code of Ordinances, Chapter 2, Administration, is amended to add Article XVII, Responsible Contractors, as follows:

ARTICLE 2-XVII. RESPONSIBLE CONTRACTORS.

Sec. 2-230. Statement of Intent.

The purpose of this Ordinance is to promote high-quality public construction and maintenance projects in the City of Ferndale by ensuring that contractors and subcontractors performing public work are responsible, qualified, experienced, safe, and financially capable. This Ordinance advances the public interest by reducing risk of delays, cost overruns, poor workmanship, unsafe conditions, and non-compliance with applicable law.

This Ordinance is intended to integrate best value principles into the City's procurement practices, such that contracts are awarded based on a holistic evaluation of cost, performance, experience, safety, workforce quality, and compliance, without unlawfully discriminating against qualified firms of any size.

To protect the public investments in such contracts, prospective contractors shall be required to meet pre-established, clearly defined, minimum standards relating to contractor responsibility, including requirements and criteria concerning technical qualifications, competency, experience, and satisfactory records regarding past project performance, safety, law compliance, and business integrity.

Sec. 2-231. Definitions.

For purposes of this Ordinance:

Best Value means a procurement evaluation methodology where price and qualitative factors are considered together in determining the most advantageous bid for the City. Qualitative factors may include but are not limited to workmanship, references, experience, training, and safety.

Bid means any application submitted by a bidder in response to an invitation for bid, request for proposal or request for qualifications, or other procurement process.

Bidder means any person or entity that applies for any contract, whether or not the application process is through an invitation for bid, request for proposal, request for qualifications, or other procurement process.

Construction Project means any contract for construction, alteration, repair, improvement, or maintenance of public facilities or infrastructure with a contract value equal to or exceeding $250,000, except construction in emergency situations, which is subject to alternative provisions.

Contractor means any person or entity entering into a contract with the City for a Construction Project, including prime contractors and all tiers of subcontractors.

Responsible Contractor means a prime contractor that meets the criteria set forth in this Ordinance and whose bid or proposal demonstrates ability to successfully perform a Construction Project.

Responsible Subcontractor means a subcontractor of the Responsible Contractor that meets the criteria set forth in this Ordinance and whose services are secured through the management of a prime contractor, and where the contracted value of their services is expected to exceed $50,000.

Sec. 2-232. Applicability.

This Ordinance applies to all public Construction Projects for which competitive bidding or proposals are required with an estimated contract value of $250,000 or more. To be considered a Responsible Contractor, all contractors must satisfy the prequalification criteria in Section 2-233 and submit required information, as determined at the time of bidding, with their bids or proposals.

Solicitations where the City is not the principal award authority, such as construction let through the Michigan Department of Transportation for federal aid projects, may not be subject to this ordinance depending on rules promulgated by the State.

In the interest of ensuring a timely response to emergency situations, this Policy shall not apply to contractors or business entities selected as a result of emergency procurement practices.

Sec. 2-233. Responsible Contractor Criteria

Bidders shall be evaluated based on, at minimum, the following criteria:

1. **Cost.** The total cost of the proposed Construction Project inclusive of all labor and materials.

2. **Experience and Accountability.** The general qualifications of the team and corporate accountability, including:

   (a) Evidence of all required federal, state, and local licenses, registrations, and certifications relevant to the project scope.

(b) Demonstrated experience on projects of similar scope and complexity and satisfactory references from previous owners or public entities.

(c) Proof of financial stability, bonding capacity equal to or exceeding the project value, and audited financials when requested.

(d) Qualifications of key management and supervisory personnel assigned to the project.

(e) Disclosure of litigation, claims, defaults, change orders, and how issues were resolved.

3. **Safety and Compliance.** The demonstrated commitment to workplace safety metrics, including:

   (a) A safe performance record, including OSHA/MIOSHA history and Experience Modification Rating (EMR) data, where applicable.

   (b) Evidence of participation in active safety and health training programs offered through OSHA/MIOSHA by employees and tradespersons proposed to be employed on the Construction Project.

4. **Workforce Quality and Labor Standards.** The demonstrated commitment to labor laws and quality labor standards, including:

   (a) Confirmation that employees and subcontractors are properly classified and lawfully employed.

   (b) Commitment to pay applicable wages and fringe benefits required by law, including those pertaining to health insurance, overtime, and paid leave.

   (c) Statement of the ratio of journeypersons to apprentices and evidence of apprenticeship program participation, where applicable.

5. **Equal Opportunity and Local Participation.** The alignment of the proposal with anti-discrimination practices and commitment to a local workforce, including:

   (a) Evidence of equal employment opportunity policies including assurance that the Contractor does not discriminate on the basis of race, disability, sex, pregnancy, age, religion, national origin, marital status, sexual orientation, gender identity or expression.

   (b) Statement regarding local workforce participation goals, to the extent legally permissible, where the targeted percentage of local workforce is drawn from within the Counties of Oakland and Wayne.

Sec. 2-234. Subcontractor Compliance.

A Responsible Contractor must not use a subcontractor on any work performed for the City unless it has identified the subcontractor as an eligible Responsible Subcontractor in its bid

response documents. A responsible subcontractor must not be substituted unless written authorization is obtained from the City in advance.

The Responsible Contractor assumes all responsibility for ensuring its Responsible Subcontractors are compliant and maintain compliance with this Ordinance during the period of construction. Subcontractors completing work that is less than $50,000 of the overall bid price are not required to be designated as a responsible contractor.

In the event that a subcontractor is disqualified under this article at any time following acceptance of the bid award, the Responsible Contractor is prohibited from making any type of contractual claim against the City on the basis of a subcontractor disqualification. The Responsible Contract shall immediately notify the City of how it intends to satisfactorily cure the deficiency which the disqualification may present to the Construction Project.

Sec. 2-235. Evaluation and Award.

Contracts shall be awarded to the Responsible Contractor whose bid or proposal is deemed to provide the best value to the City considering cost and the criteria in Section 2-233. Nothing in this Ordinance is intended to supersede the authority of the Ferndale City Council to make awards they deem to be in the best interest of the City subject to the Ferndale City Charter.

Evaluation procedures and criteria along with a copy of this Ordinance must be published in the respective solicitation documents for each bid letting, with the purpose of establishing transparency and clear expectations in the bid process.

Sec. 2-236. Enforcement and Remedies.

Every contract subject to this Ordinance shall include provisions making compliance with the Ordinance a material obligation of the contractor. Non-compliance with this Ordinance constitutes a material breach of contract. In the event of breach, the City may terminate the contract or otherwise pursue available legal remedies.

The City shall establish a complaint mechanism through the City Manager, or their designee, for reporting suspected violations which ensure timely investigation and response on the outcomes. Gross misrepresentation or falsification of information shall render a contractor non-responsible for future bidding for a period of no less than two years for the first violation.

Sec. 2-237. Administration.

The City Manager, or their designee, may promulgate rules, forms, and procedures necessary to implement this Ordinance and ensure its adoption within City procurement practices.

Secs. 2-238—2-245. Reserved.

Part II. Savings Clause.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the

time this Ordinance takes effect are saved and may be consummated according to the law enforced when they are commenced.

Part III. Severability.

The various parts, sections and clauses of this ordinance are declared to be severable. If any part, sentence, paragraph, section or clause is judged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

Part IV. Effective Date; Publication.

This ordinance shall become effective upon publication of a notice in a newspaper circulated in the city, stating the date of the enactment and the effective date of the ordinance, a brief notice as to the subject matter of this ordinance, and such other facts as the city clerk shall deem pertinent and that a copy of the ordinance is available for public use and inspection at the office of the city clerk.

MADE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF FERNDALE, OAKLAND COUNTY, MICHIGAN, THIS ___ DAY OF _____, 2026.

_____
RAYLON LEAKS-MAY, MAYOR

_____
DEAN LENT, CITY CLERK

Date of Adoption: _____

Date of Publication: _____

CERTIFICATE OF ADOPTION

I hereby certify that the foregoing is a true and complete copy of the Ordinance passed at a meeting of the Ferndale City Council held on the ___ day of _____, 2026.

_____
DEAN LENT, CITY CLERK

CITY OF FERNDALE
NOTICE OF ADOPTION
ORDINANCE _____

The City of Ferndale has adopted Ordinance No. ____, amending Chapter 2, Administration, to add Article XVII, Responsible Contractors to the Code of Ordinances of the City of Ferndale. This Ordinance shall be effective upon publication. A true copy of the ordinance may be inspected or obtained at the office of the City Clerk.

DEAN LENT, CITY CLERK

FERNDALE

November 23, 2026 Finance Department

CITY OF FERNDALE
REQUEST FOR COUNCIL ACTION

FROM: Donnie Johnson

SUBJECT: Award of Credit Card Services to Huntington Bank

SUGGESTED ACTION
MOVED
SECONDED
To award the contract for credit card services to Huntington Bank, NA and establish a total credit limit not to exceed $40,000.

Item Background
The City has used Comerica Bank for credit card services for years. However, the City's transfer of banking services from Comerica Bank to Huntington Bank has required a reevaluation of this service. It is in the City's best interests to consolidate our banking and credit services with the same institution. Additionally, Huntington Bank's credit services better meet the City's needs with regard to financial controls and data access.

Previous Action
Award of Banking Services to Huntington Bank, NA at the regular city council meeting on April 27, 2026

Strategic Goal
Organizational & Financial Excellence

Budged Impact
$500 one-time setup and design fee for City of Ferndale credit cards; no recurring fees

Budget Amendment Required
false

GL#
TBD

CIP#

N/A

Staff Recommendation
The Finance Department recommends approval.

ATTACHMENTS:

Huntington Credit Card Authorizing Reso 11.16.26.docx
Huntington Commercial Card and Integrated Payables Presentation 10.15.2026.pdf

City of Ferndale
Resolution

TO AUTHORIZE THE CITY MANAGER TO AWARD CREDIT CARD SERVICES TO HUNTINGTON BANK, NA.

WHEREAS, The City of Ferndale awarded its banking services to Huntington Bank, NA at the regular city council meeting of April 27, 2026; and

WHEREAS, it is in the City of Ferndale's interests to consolidate banking and credit services with the same vendor to increase efficiency and reduce administrative time; and

WHEREAS, Huntington Bank, NA credit services better meet the financial control and data management requirements of the City of Ferndale;

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Ferndale authorizes the City Manager, or her designee, to award credit card services to Huntington Bank, NA and to take all appropriate actions necessary to implement the foregoing; and be it further

RESOLVED, that the City of Ferndale's total credit limit be set at an amount not to exceed $40,000.00; and be it further

RESOLVED, that the City Manager, or her designee, is authorized to establish individual credit limits for all cards issued to City employees provided that the total credit limits established do not exceed $40,000; and be it finally

RESOLVED, that the City Manager, or her designee, is authorized to establish revised policies and procedures governing the issuance and use of City of Ferndale credit cards.

The resolution being put to a vote on roll call, the Council voted as follows:

AYES:

NAYS:

Motion Carried.

I, Dean Lent, City Clerk of the City of Ferndale, do hereby certify that the foregoing is a true and correct copy of a resolution duly made and passed by the Ferndale City Council at a meeting held on November 23, 2026.

_____
Dean Lent, City Clerk

Huntington Bank

Commercial Card and Integrated Payables

Presented by:

Lisa Evans, VP, Commercial Card Solutions Consultant

Welcome.

October 15, 2026

Commercial Card

At Huntington Bank, we take pride in being much more than a bank. With the Huntington Bank Commercial Card, you'll gain access to an experienced team that is dedicated to your business. Plus, you'll get several tools to help you control company spending.



FEATURES	BENEFITS
Manage T&E and procurement with one process, in one place.	Make informed decisions about purchasing and uncover opportunities to improve efficiency.
Smart Data Generation 2 (SDG2) reporting tools and expense management.	Online resource to manage expense reports, company spend reporting, and cost allocation.
Integration into Business Online.	Easy, online self-service management of card limits, MCC restrictions, and opening/closing cards.
Dedicated card servicing representative.	Dedicated card servicing team that will implement and service the relationship from beginning to end.
Contactless Chip Enabled.	A fast, convenient, and secure way to tap your card and pay.

Designed to Secure Your Authorizations

At the Merchant and Online

Chip, PIN, and Tap

Protects the card data passed to the merchant at merchant terminals that are EMV or TAP enabled. PIN-preferring adds an extra step of protection as it requires entering a four-digit PIN to confirm cardholder identification.

Virtual Cards

Protect your payables spend by implementing one-time use cards that can be controlled by the amount, number of transactions, MCCs, etc. No plastic is issued, and once the funds are depleted the card is no longer used.

Fraud Detection

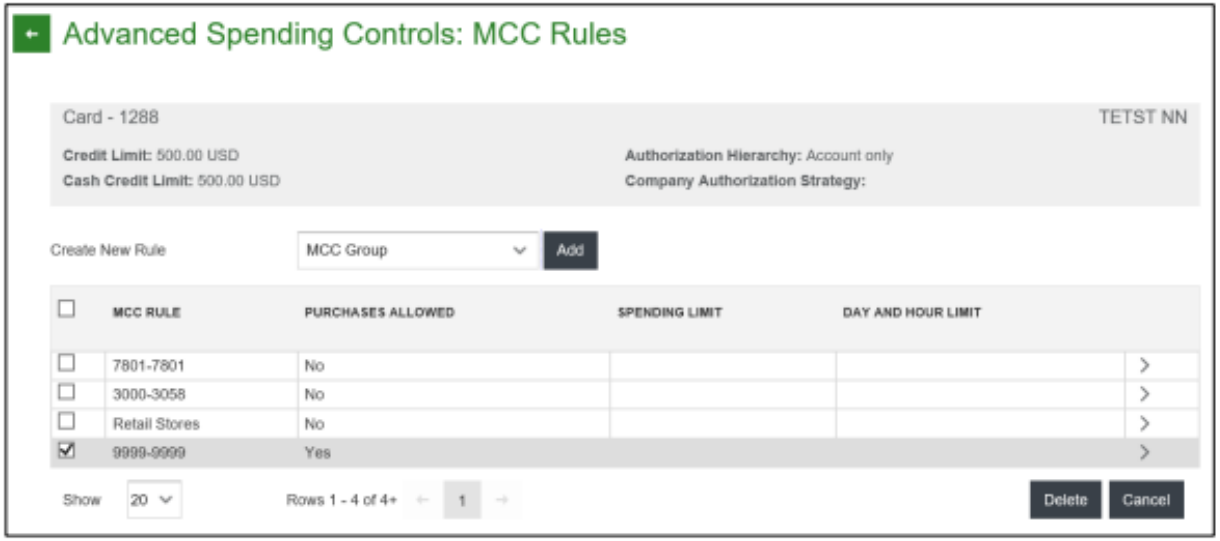
All authorizations go through Huntington Bank's fraud rules engine that includes detailed fraud strategies that are set in place to combat against compromised cards and current fraud trends.

Fraud Alerts

Will contact cardholders via an SMS message or email and attempt to validate high risk authorizations.

Card Management

Control your cardholders' spending and manage your cards with Huntington's online 360 Control Card Management system accessed through Huntington Business Online. Updates and declined transaction information is available ***in Real -Time.***



- Order new cards and close cards.
- Maintenance existing card information
  - Cell phone numbers for fraud alerts
  - Contact information
- Set permanent or temporary credit limits, and cash advance limits
- Set Merchant Category Controls by limiting card use to specific merchant groups, ranges, and codes like airlines, freight carriers, or business services
- Set transaction limits by spend or number of transactions per day or per month, and the days or hours transactions are allowed
- See declined transactions and reason codes – in real time
- Set travel alerts for employees nearing their credit limit for program administrators to avoid any disruption

Streamline Reporting and Accounting

Mastercard® Smart Data

WEB-BASED REPORTING TOOL FOR TRACKING SPENDING AND POLICY COMPLIANCE

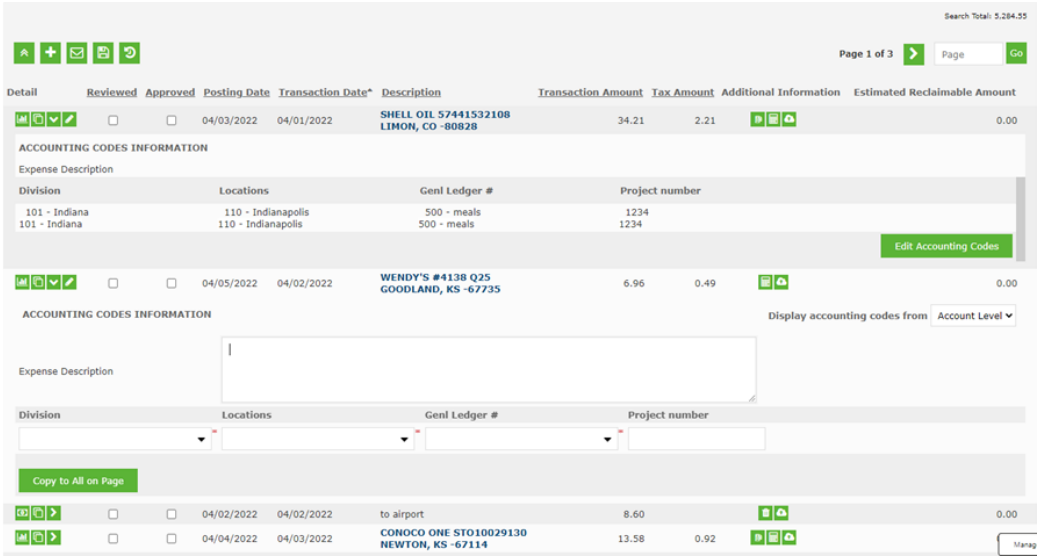
- Keep expense reporting and accounting all in one place. Easy online access lets you track and control spending, create detailed reports as desired. Design it to interface with your accounting software
- Coded transactions imported: export in various file formats for general ledger posting
- Imported data: direct feed into your travel or accounting software

EMAIL REMINDERS

- Set up in Smart Data Expense Reporting Module
- All cardholders get emails
- Closed cards should be moved to a separate group to avoid unnecessary emails

REPORTING

- Scheduled to pull non-approved or non-reviewed transaction reports
- Identify cardholders and reviewers who have not completed expense reports.
- Inform cardholders of policy and due dates with useful news and links on SmartData landing page
- Enforce expense reporting due dates by lowering limits to $1, disabling cards until reports are current



Online Expense Reporting and Receipt Capture



EXPENSE REPORTS

View submitted expense reports and transaction details including expense coding, manager approval, and descriptions.

RECEIPT CAPTURE

Receipt images can be attached to required transactions by a cardholder via the SmartData mobile app or via the desktop application.

TRACKING TRANSACTIONS

Cardholders review their transactions and manager approvals are recorded. Reporting is available for transactions not reviewed in a timely manner.

CUSTOMIZED ACCOUNTING

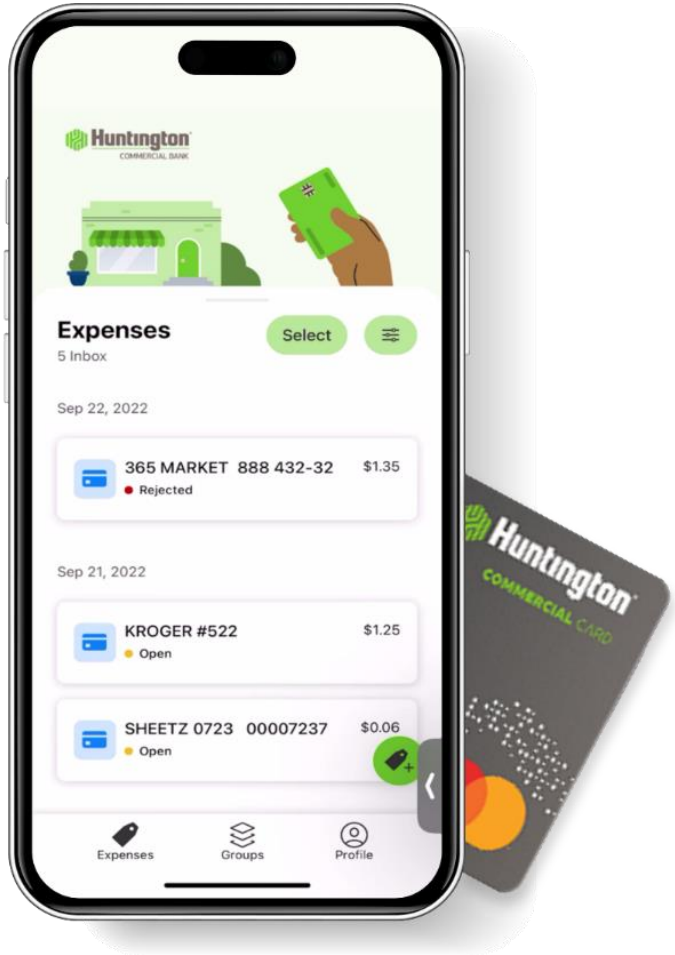
Easy drop-down options facilitate completing expense reports and eliminate errors.

Disclosures/footnotes (ABC Monument Grotesk, 8pt, paragraph style: justified, 'Before' and 'After' paragraph spacing: 0pt, line spacing: 'Multiple' at 0.85)

Mastercard Expense Management

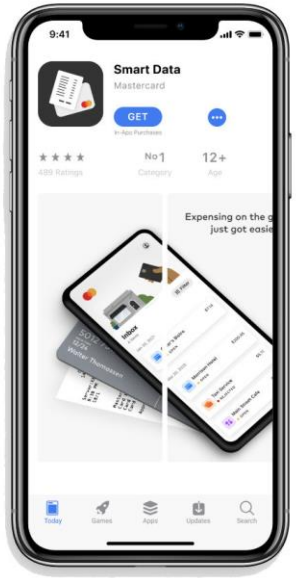
Huntington Bank's Commercial Card information is securely kept in the Mastercard SmartData mobile app.

	Phone	Tablet	Desktop	Laptop
Cardholder	●	●	●	●
Level Manager/ Approver	●	●	●	●
Accounting/ Program Administrator	●	●	●	●

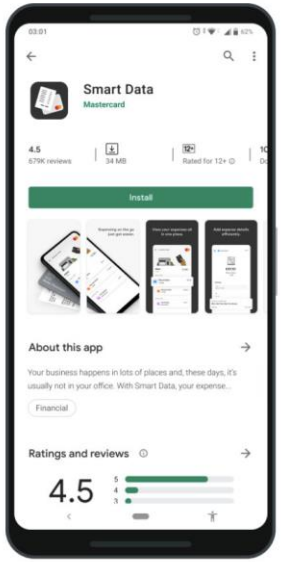


SmartData Mobile App Instructions

01	Open App Store (iPhone or iPad) or Google Play Store (Android) on your device.
02	Search for “SmartData”, then tap “GET” (iPhone or iPad) or “Install” (Android).
03	Open the app and log in using your SmartData user ID and password.
04	If you are a new user, your Program Administrator will set it up for you and push out a notification with login credentials to your email or you can use self-registration.

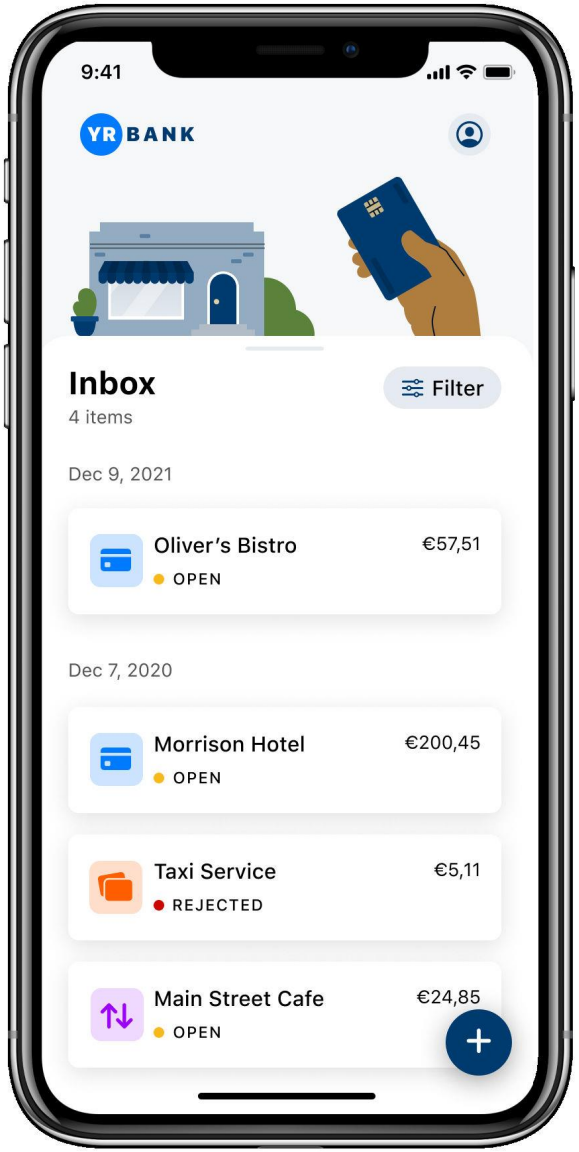


App Store



Google Play Store

SmartData Inbox



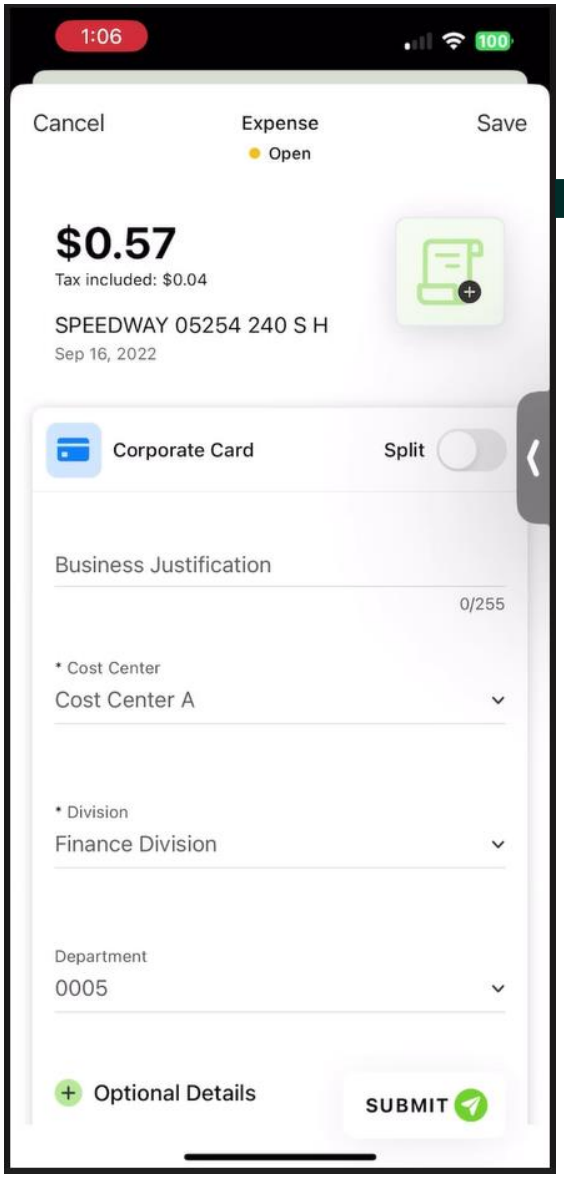
Legend

- Corporate Card Expense
- Out of Pocket Expense
- Adjustment
- Mileage Expense

INCLUDING:

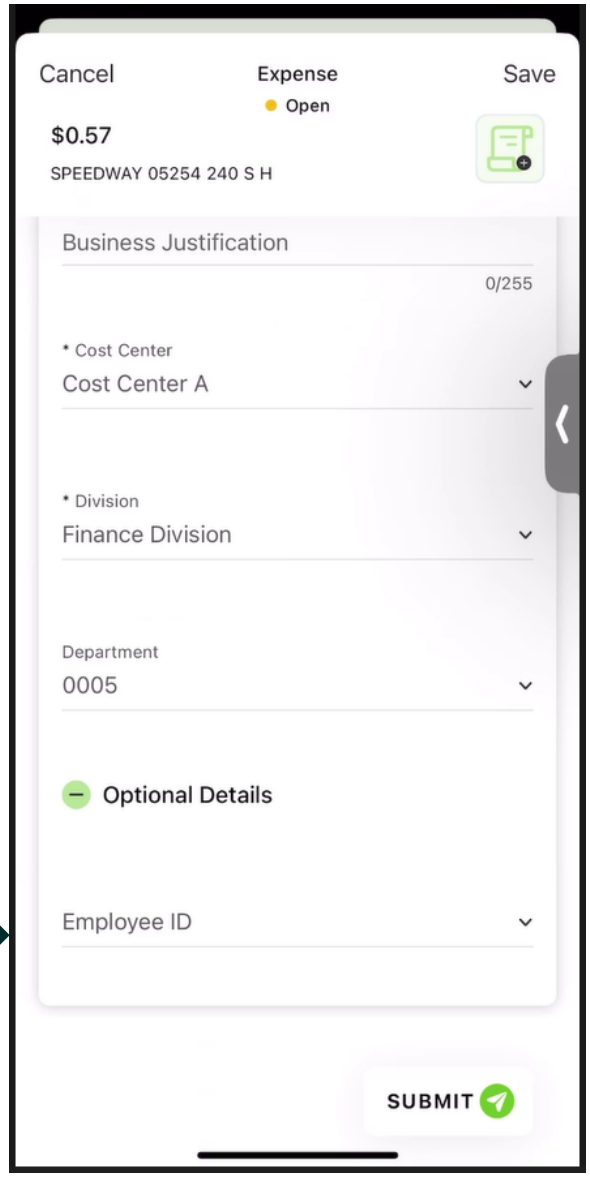
- Posted Merchant Transactions (Blue)
- Out of Pocket – (Orange)
- Purple – Credits, Fees, or Returned Purchases

SmartData Code Transaction



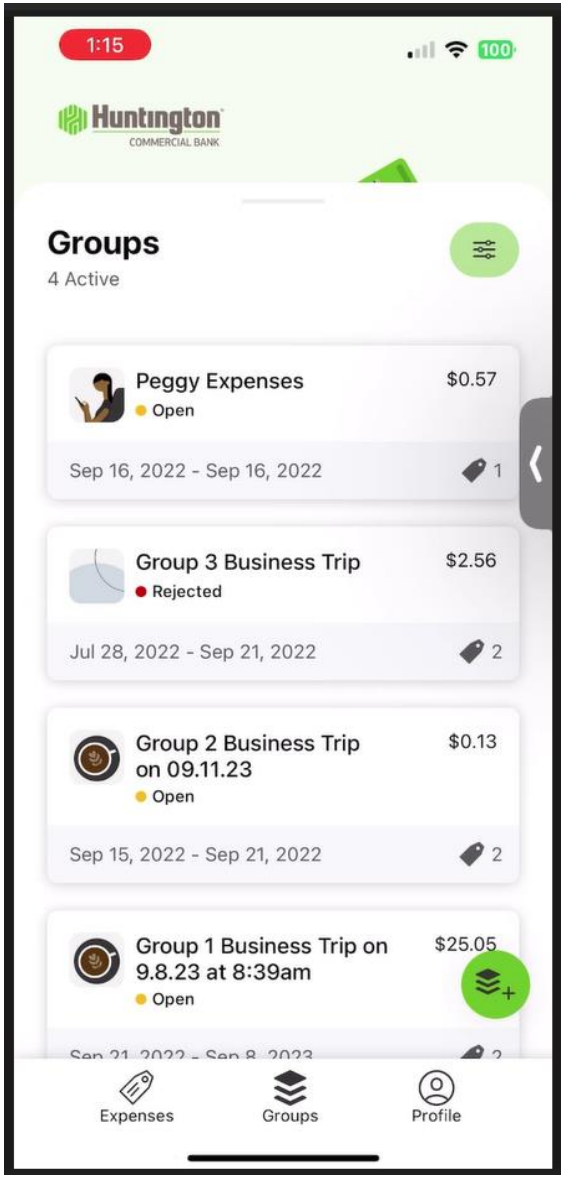
Business Justification
- FREE FORM FIELD
- May be optional based on company's set up

Apply Additional Expense Details based on the company's setup (Cost Center, Division, and Department in the example to the right).



SmartData Groups

Creating groups or folders allows the cardholder to group certain transactions together (e.g., a conference or business trip). They can then submit groups/folders all at one time.

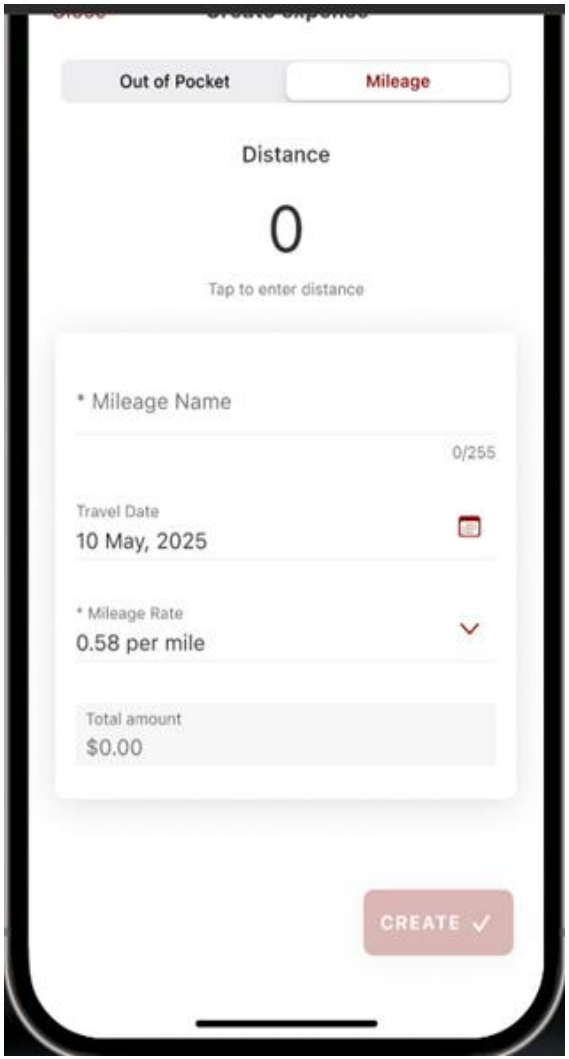


TO CREATE A NEW GROUP:

- Simply tap the area highlighted with a green circle with layers and a plus sign in the bottom right-hand corner.
- This will open up the group creation menu options.

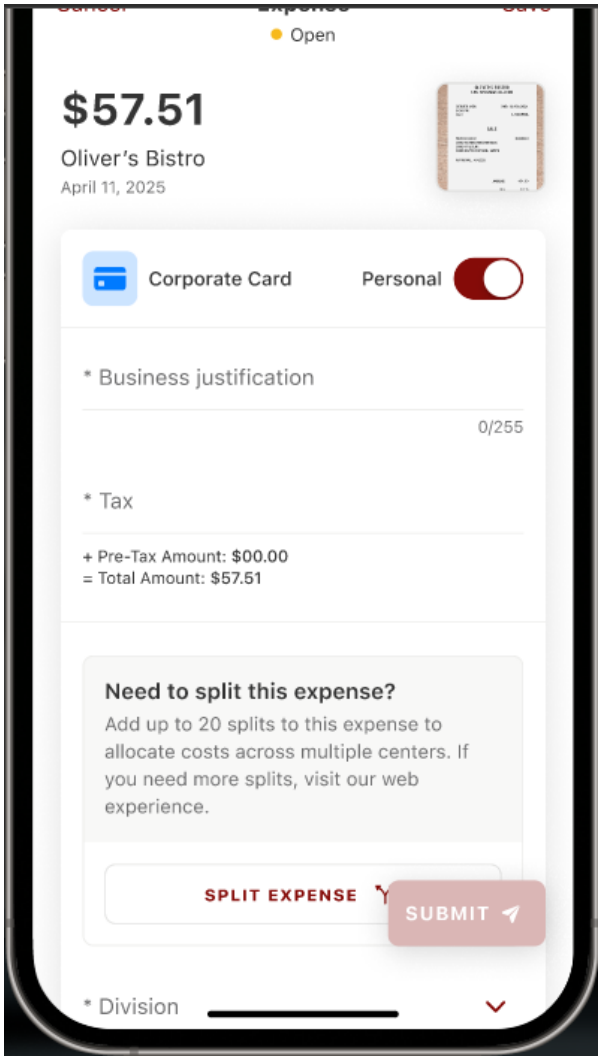
SmartData Create Mileage Expense

Mileage expenses allow cardholders to claim back a set amount per distance traveled, as defined by company policy.



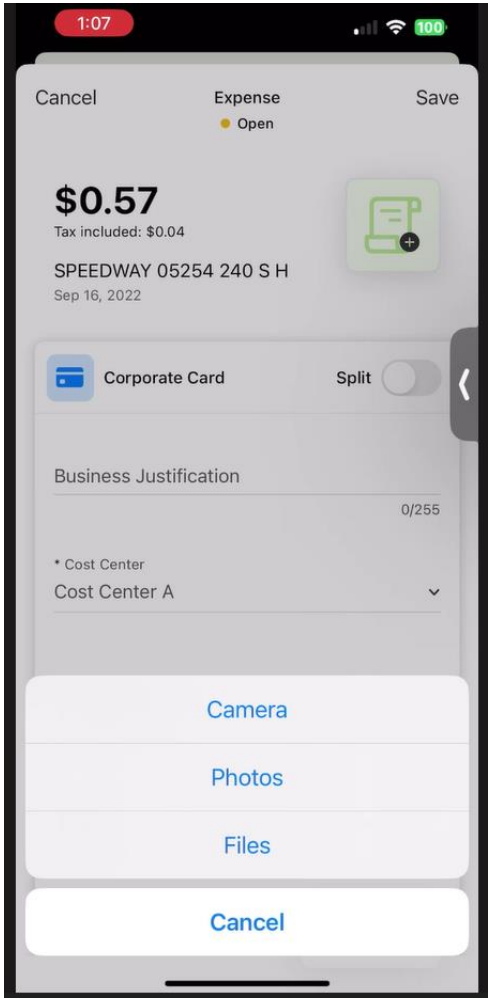
SmartData Mark Expenses as Personal

If a cardholder accidently uses their corporate card for a personal expense, they can simply mark it as “Personal” using the toggle button.



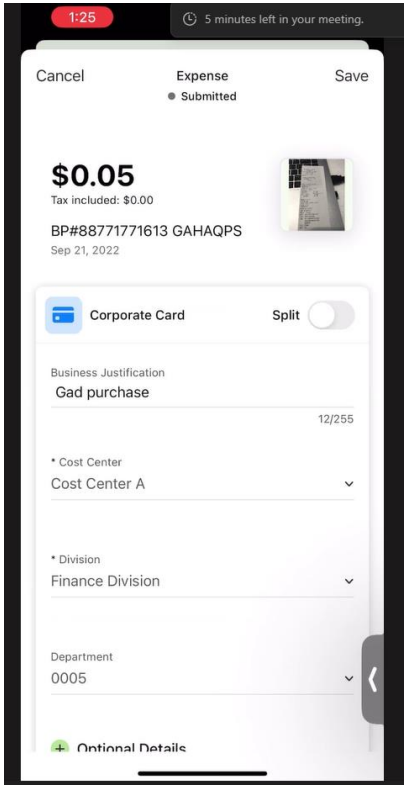
SmartData Receipts

Cardholders can attach a receipt to an expense using their device's camera, camera roll or image gallery (JPEG, JPG, PDF, PNG, or TIFF).



PLEASE NOTE:

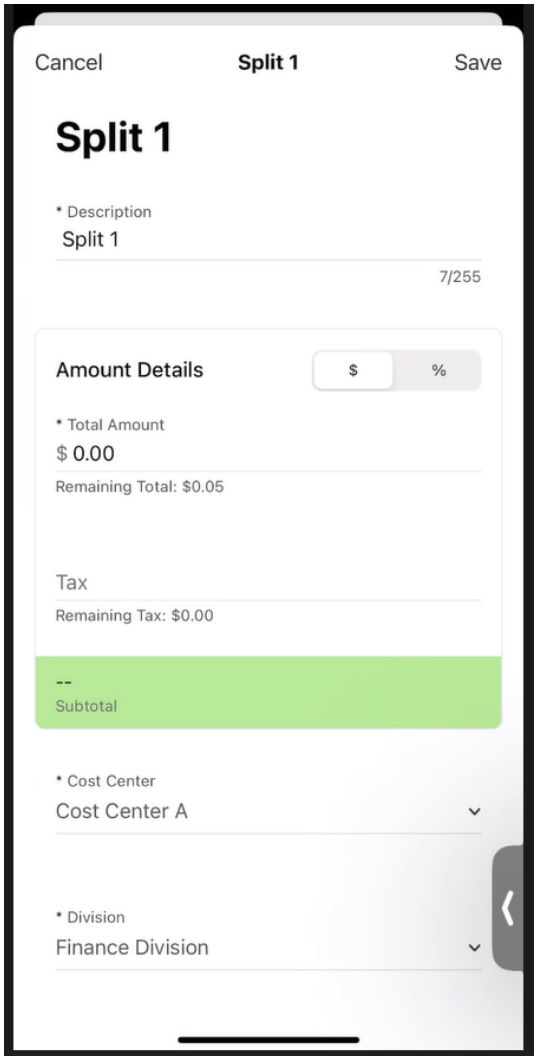
Receipts can only be added to a transaction once it posts to cardholder's profile.





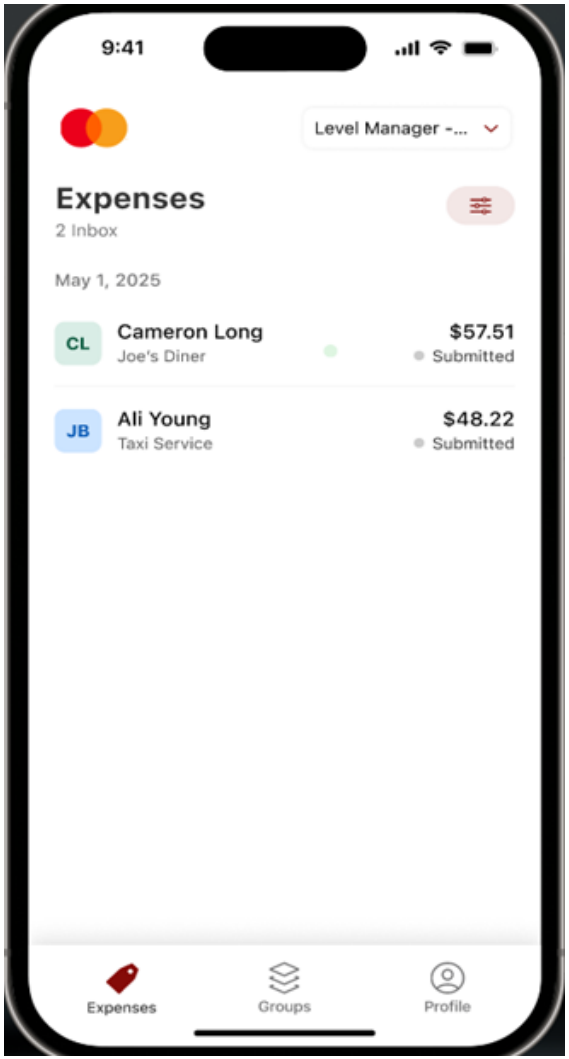
SmartData Transaction Splitting

Once a transaction posts to the cardholder's profile, they can split transaction by dollar amount ($) or percentage (%) before they code each portion of the expense. Cardholders can split within one transaction a maximum number of 250 times.



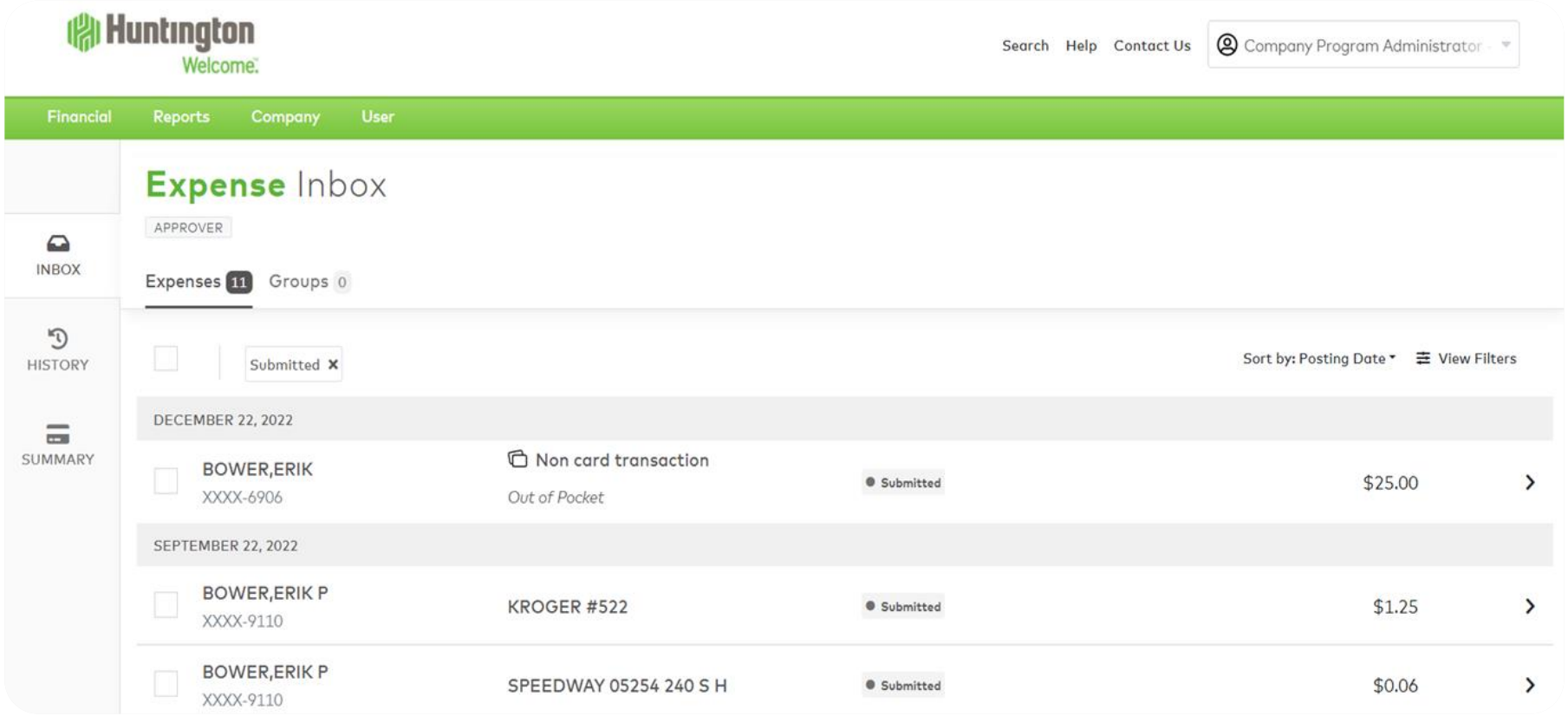
SmartData Approver – Expense Inbox (Mobile Phone View)

Once a transaction has been submitted by a cardholder, an approver can go onto their mobile phone and begin reviewing each of the submitted transactions from cardholders.



SmartData Approver – Expense Inbox

Once a transaction has been submitted by a cardholder, an approver can go into their Expense Inbox and begin reviewing each of the submitted transactions.



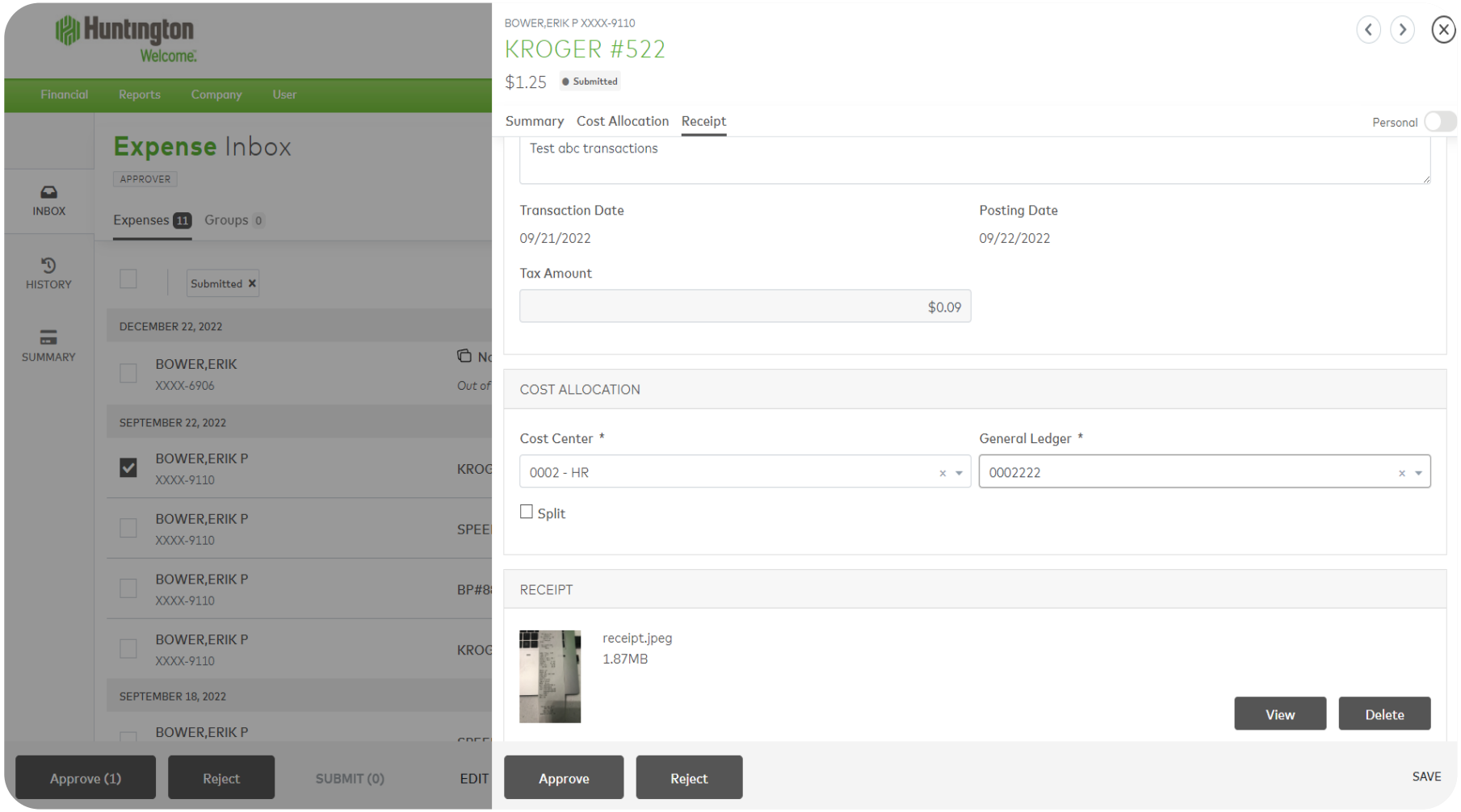
SmartData Approver – Push Notifications (Mobile Phone View)

Push notifications keep cardholders up to date on expense or group rejections and expense submission reminders.



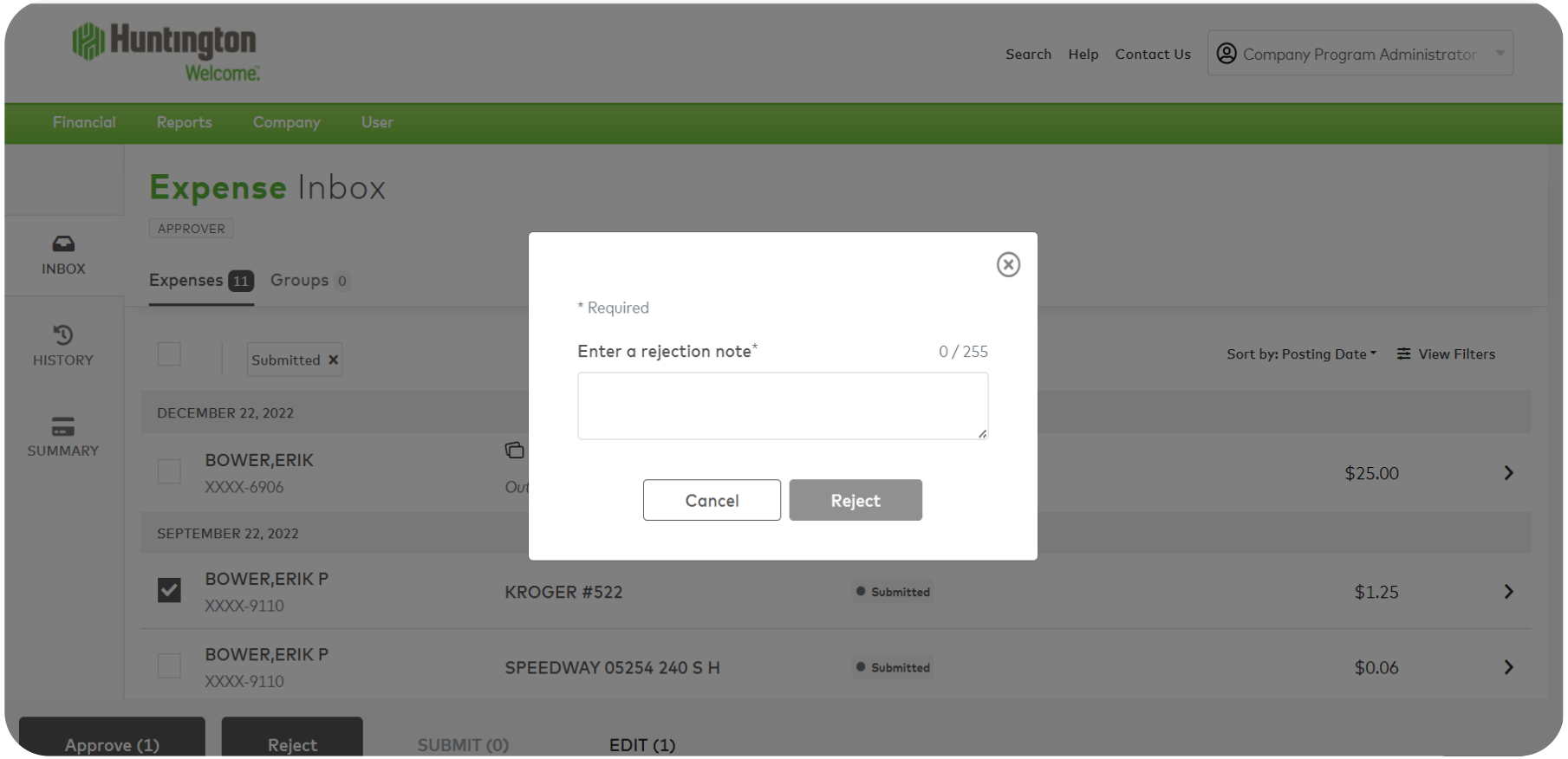
SmartData Approver – Approve or Reject Expense

An approver can review fields including cost allocation, business justification and receipt. An approver can make any necessary edits or updates on behalf of the cardholder. An approver will click either “Approve” to accept the submitted transaction or “Reject” to decline the transaction.



SmartData Approver – Approve or Reject Expense

If an approver clicks “Reject” on a submitted expense, the approver can input a note on why the submitted expense is being declined. The rejected expense will be sent back to the cardholder to update or fix.



Expense Management Reporting

Expense Management Detail Report Sample

This is a sample of the Expense Management Detail Report.

MCC #	MCC Description	Account Name	Account Last 4	Transaction Date	Posting Date	Transaction Type	Split Information	Description	Merchant Name	Debit/Credit
		THE LEGO GROUP CH	3457	02/22/2018	02/22/2018	Non-Card	NO			Debit
		THE LEGO GROUP CH	3457	03/22/2018	03/22/2018	Out-of-Pocket	NO	Transportation	United Airlines	Debit
		THE LEGO GROUP CH	3457	10/23/2018	10/23/2018	Out-of-Pocket	YES			Debit
		THE LEGO GROUP CH	3457	10/23/2018	10/23/2018	Out-of-Pocket	Split		Split -	Debit
		THE LEGO GROUP CH	3457	10/23/2018	10/23/2018	Out-of-Pocket	Split		Split -	Debit
		THE LEGO GROUP CH	3457	05/12/2020	05/12/2020	Non-Card	YES	Breakfast	Morning Joe's	Debit
		THE LEGO GROUP CH	3457	05/12/2020	05/12/2020	Non-Card	Split	Breakfast	Split - Breakfast	Debit
		THE LEGO GROUP CH	3457	05/12/2020	05/12/2020	Non-Card	Split	Breakfast	Split - Breakfast	Debit
		THE LEGO GROUP CH	3457	01/24/2018	01/24/2018	Non-Card	NO			Debit
		THE LEGO GROUP CH	3457	01/24/2018	01/24/2018	Non-Card	NO			Debit
		THE LEGO GROUP CH	3457	02/23/2018	02/23/2018	Non-Card	NO			Debit
5411	GROCERY STORES	THE LEGO GROUP CH	3457	02/28/2018	02/28/2018	Adjustment	YES		OS	Debit
5411	GROCERY STORES	THE LEGO GROUP CH	3457	02/28/2018	02/28/2018	Adjustment	Split		Split - OS	Debit
5411	GROCERY STORES	THE LEGO GROUP CH	3457	02/28/2018	02/28/2018	Adjustment	Split		Split - OS	Debit
5411	GROCERY STORES									
5411	GROCERY STORES									
5411	GROCERY STORES									

Amount Currency	Status	Field Description 01	Field Name 01	Allocation Value 01	Field Description 02	Field Name 02	Allocation Value 02	Transaction ID	GUID
55.00 EUR	Approved		Fund			Business Unit		383252452	70C4DD6626A871C73278772BA2E
200.00 EUR	Approved		Fund			Business Unit		383253615	748862EE652213B47717EDD15C16
79.00 EUR	Approved							383261544	A84EE82DC85C24D39D811149768
39.50 EUR	Approved		Fund			Business Unit		13419739	A3FBB0494242F256AD326CA5ACC
39.50 EUR	Approved		Fund			Business Unit		13419738	9CE31C20874AB4C44B4C4C9796B
40.00 EUR	Approved							383713352	D9E803B4E980C8DCC43AC21DD6
20.00 EUR	Approved		Fund	2987		Business Unit	2500	13443518	F7DF4FA179CFB473E990F5662F3B
20.00 EUR	Approved		Fund	2987		Business Unit	2500	13443519	B3C1569448715E3B8801BFB6639D
0.00 USD	Approved		Fund			Business Unit		383251312	8AFBEEF5EAD1E22570362E3B4DE
0.00 USD	Approved		Fund			Business Unit		383251313	5A744272F997D30F91EE7E2C1832
0.00 USD	Approved		Fund			Business Unit		383252653	A240AD387EA32A206C343CA1DA1

Many reports available. The example above provides detailed spending information for accounts that had merchant-initiated transactions, adjustments, and out-of-pocket transactions during a reporting period.

The report includes cost allocation details for up to 20 accounting codes. It also includes split transactions, as well as total transaction amounts and counts per cardholder. All report file names correspond with the Expense Management feature.

The report can be run for any reporting frequency.

PAYABLES PROCESSING

Public

Virtual Credit Card

Protects your payables spend by issuing one-time use cards to pay vendor invoices. No plastic is issued, and once the funds are depleted the virtual card is no longer used.

Integrating Huntington Bank's virtual card into your overall commercial payment strategy can help reduce expenses and transform your vendor payments into a revenue stream that comes with a more secure form of payment.

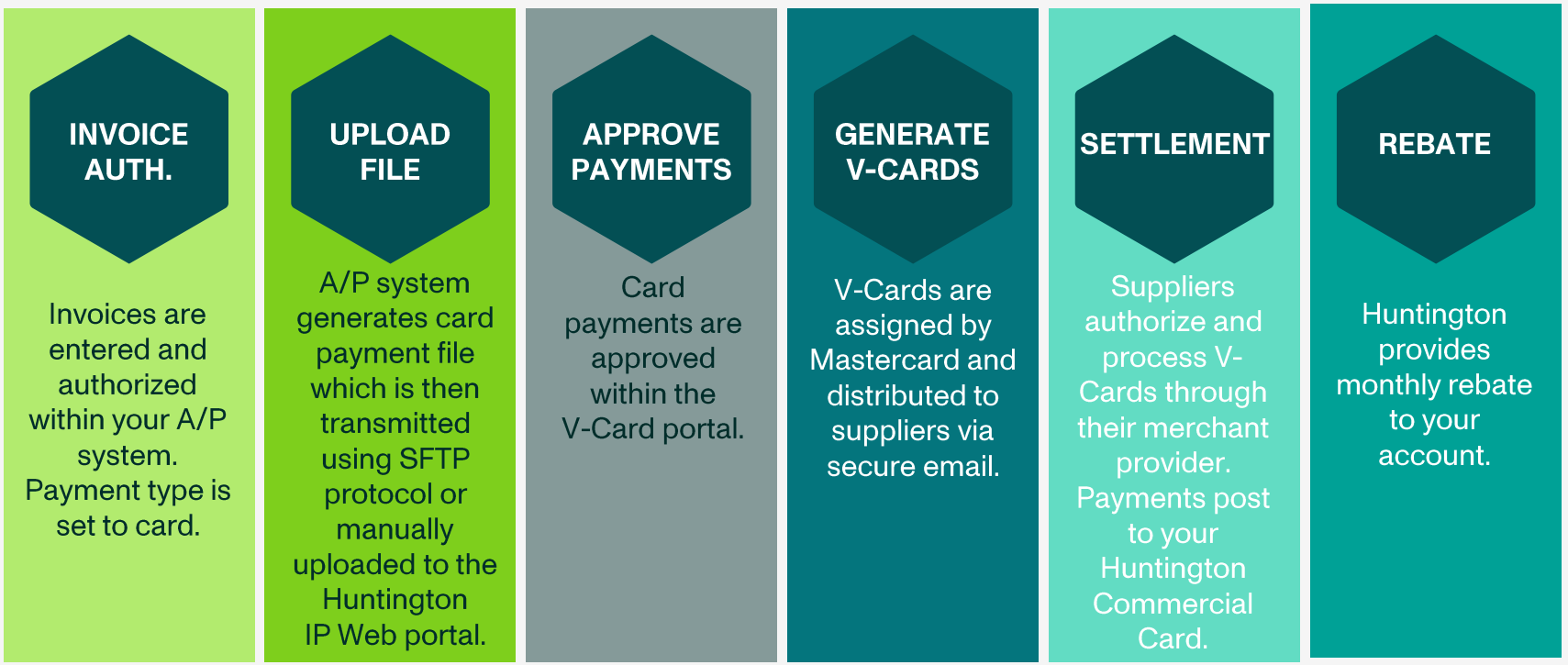
A virtual card program tends to be more cost effective as it reduces the need for paper checks and manual processing, while helping protect you from errors and fraud. There are no setup fees, plus you can earn a monthly rebate and potential annual bonus based on your spend volume.

OPTIMIZE YOUR WORKING CAPITAL

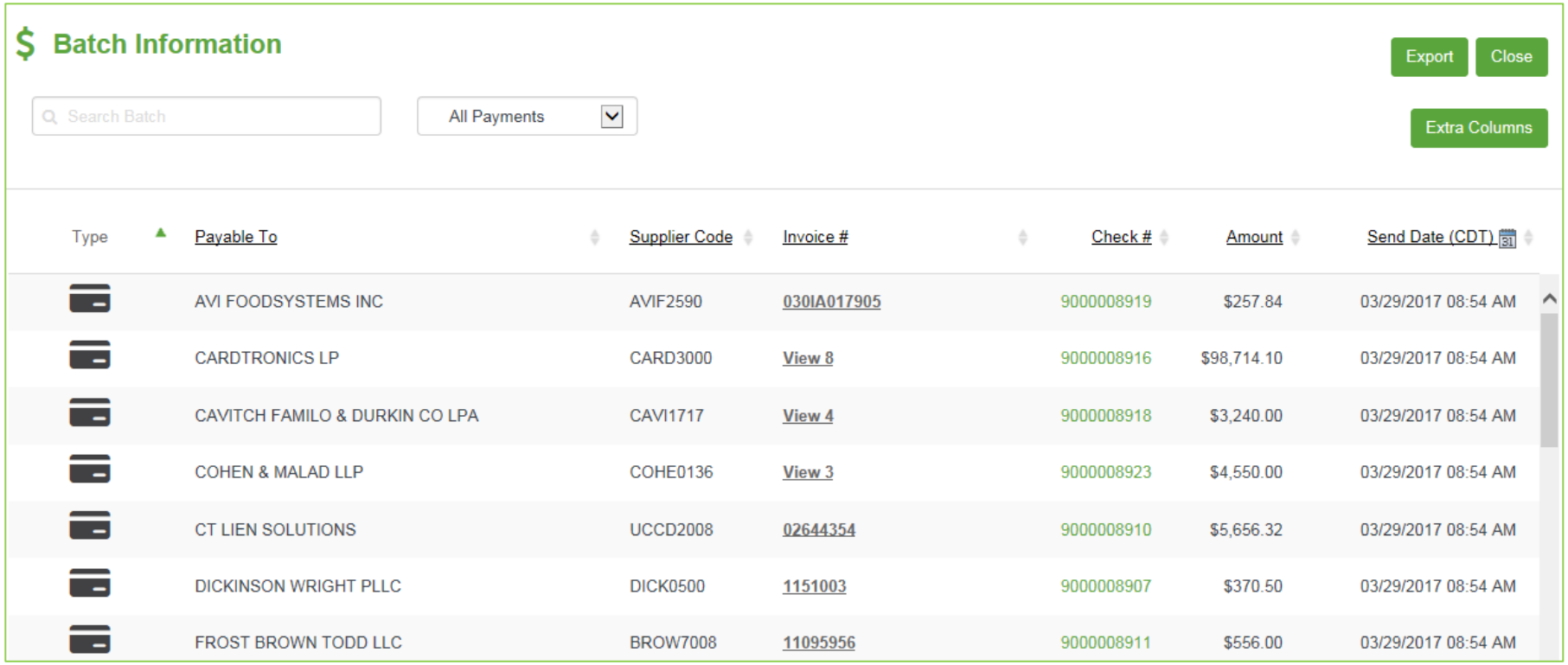
- Our Integrated Payables Web Portal gives you the ability to create, approve, and reconcile your virtual card payments.
- Single-use credit card numbers are generated for each transaction and become invalid once the transaction is authorized and settled.
- At the time of authorization, each card is validated for an exact transaction amount, helping to mitigate the risk of being overcharged or suffering unauthorized purchases.
- You can set restrictions on merchant categories or specific transaction types.



Virtual Card Batch Processing



Integrated Payables Web Portal



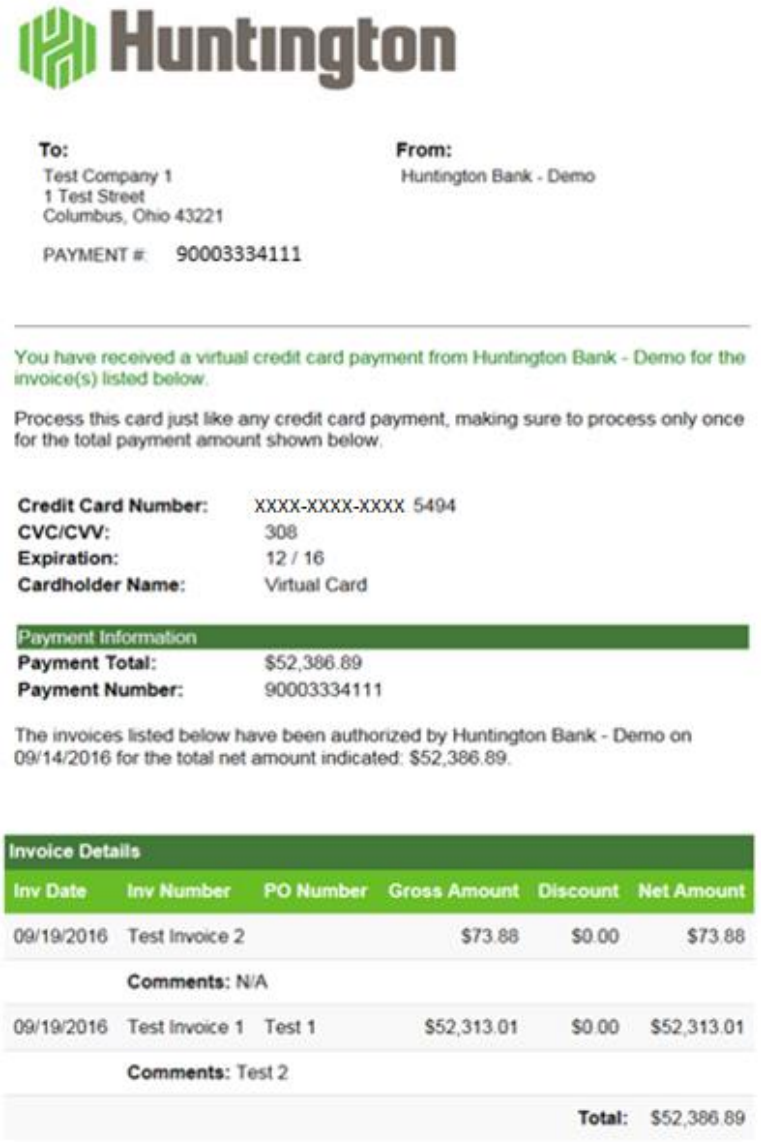
Type	Payable To	Supplier Code	Invoice #	Check #	Amount	Send Date (CDT)
	AVI FOODSYSTEMS INC	AVIF2590	030IA017905	9000008919	$257.84	03/29/2017 08:54 AM
	CARDTRONICS LP	CARD3000	View 8	9000008916	$98,714.10	03/29/2017 08:54 AM
	CAVITCH FAMILO & DURKIN CO LPA	CAVI1717	View 4	9000008918	$3,240.00	03/29/2017 08:54 AM
	COHEN & MALAD LLP	COHE0136	View 3	9000008923	$4,550.00	03/29/2017 08:54 AM
	CT LIEN SOLUTIONS	UCCD2008	02644354	9000008910	$5,656.32	03/29/2017 08:54 AM
	DICKINSON WRIGHT PLLC	DICK0500	1151003	9000008907	$370.50	03/29/2017 08:54 AM
	FROST BROWN TODD LLC	BROW7008	11095956	9000008911	$556.00	03/29/2017 08:54 AM

Supplier Notification

Detailed email remit information provides suppliers card information to process the payment, as well as invoice data, including invoice numbers and amounts for reconciliation.

OPTIMIZE YOUR WORKING CAPITAL

The Huntington Bank Commercial Card gives the benefit of immediate invoice payment to suppliers. Online reports deliver your full purchasing history to give you a better handle on your relationships with each vendor. You will also be able to identify supplier discount opportunities.



Huntington

To:
Test Company 1
1 Test Street
Columbus, Ohio 43221

From:
Huntington Bank - Demo

PAYMENT #: 90003334111

You have received a virtual credit card payment from Huntington Bank - Demo for the invoice(s) listed below.

Process this card just like any credit card payment, making sure to process only once for the total payment amount shown below.

Credit Card Number:	XXXX-XXXX-XXXX 5494
CVC/CVV:	308
Expiration:	12 / 16
Cardholder Name:	Virtual Card

Payment Information

Payment Total:	$52,386.89
Payment Number:	90003334111

The invoices listed below have been authorized by Huntington Bank - Demo on 09/14/2016 for the total net amount indicated: $52,386.89.

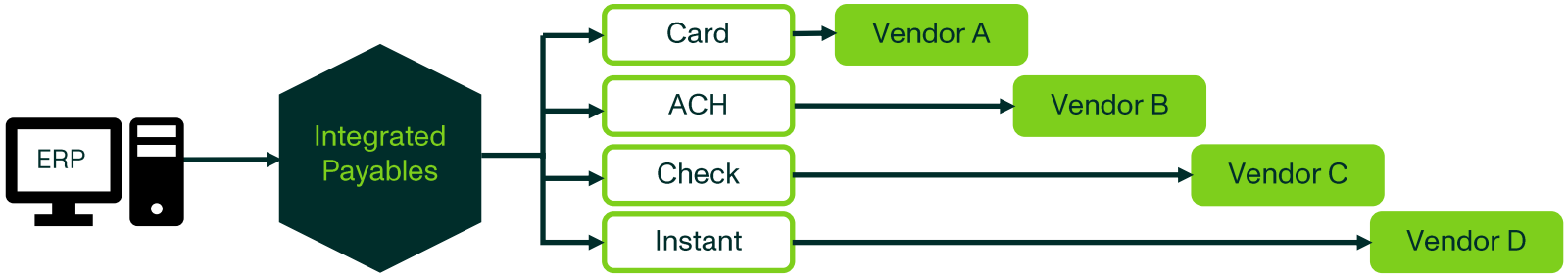
Invoice Details

Inv Date	Inv Number	PO Number	Gross Amount	Discount	Net Amount
09/19/2016	Test Invoice 2		$73.88	$0.00	$73.88
	Comments: N/A				
09/19/2016	Test Invoice 1	Test 1	$52,313.01	$0.00	$52,313.01
	Comments: Test 2				
				Total:	$52,386.89

Integrated Payables

Drive efficiency. Reduce risks. Control costs.

Our Integrated Payables Platform can help simplify your outgoing payment processes by converting your paper checks to electronic formats and make reconciliation easy.



WHAT WE DO

- Automate the process of preparing AP disbursements; placing controls within an automated workflow.
- Provide check issue file information to protect checks from fraud.
- Provide support to convert vendors from receiving checks to electronic payments where possible.
- Provide reconcilement data by AP system to ease balancing and reconcilement back to the source system.
- Automate your ACH Notification of Change (NOC) process by updating your vendor's account information for you.

HOW WE DO IT

- We map our portal to any data format file you can export from your AP systems to minimize IT work.
- Simply create a file of payments to be made by including Vendor Name, Vendor ID, Check Number, Payment Amount, and Invoice information and upload it in the Portal.
- The payment method is maintained by Huntington Bank, so there is no need to maintain payment method or manage separate General Ledgers.

Integrated Payables: Behind the Software

Your Organization	Huntington (Card)	Huntington (ACH)	Huntington (Check)	Huntington (Instant)
Create data from AP and upload to web portal	Create virtual card	Create and send ACH payment	Print and mail check payments	Create and send instant payment
Approve payments within the web portal	Send virtual card and remittance data to vendor	Provide vendor invoice data in CCD and CTX transmission	Submit Payee Positive Pay “check issue” file	Make funds available immediately to your vendors at costs lower than wire transfers
Review Payee Positive Pay exceptions (if required)	Process card authorization request	Update ACH status in web portal	Evaluate vendors for card and ACH acceptance	No cut off times and available 24/7/365 for domestic payments under $100,000 per transaction
Review and manage ACH Returns	Settle card transaction and report to web portal	Update Notifications of Change in web portal if any	Reach out to/follow-up with vendors periodically	Provide vendor invoice data in instant payment memo message
Download reconcilement data from web portal	Post rebate to Demand Deposit Accounts (monthly)		Note card or ACH acceptors in vendor master on web portal	
			Post paid checks/create returns if any	

Vendor Relationship Management

Pay invoices electronically, help your vendors process payments more efficiently.

VENDOR ENROLLMENT

Here are a few examples of what your vendor enrollment campaign may include:

- B2B Analytics
- Phone campaigns
- Fax acceptance forms
- Letter series
- Check stuffers

If vendors will not accept Mastercard, we can offer them ACH.

For vendors that continue to demand checks, we offer full-service check processing. This allows you to upload a single payment file and gives us the ability to continually convert vendors from check to electronic.

ONGOING VENDOR MANAGEMENT

Huntington can offer you the following vendor management services for virtual card payments:

- Management of Outstanding Cards
  - Auto reminders sent seven, 14, & 21 days
  - The vendor enrollment team will follow up with vendors at 10 days
  - Process for blocking (voiding) card payments
  - Updating/resending remittances when vendor's email has changed
- Pay by Web/Pay by Phone Support
- On-going vendor enrollment campaigns

A Commitment to Service & Onboarding

Local dedicated resources available to your organization will make all the difference.

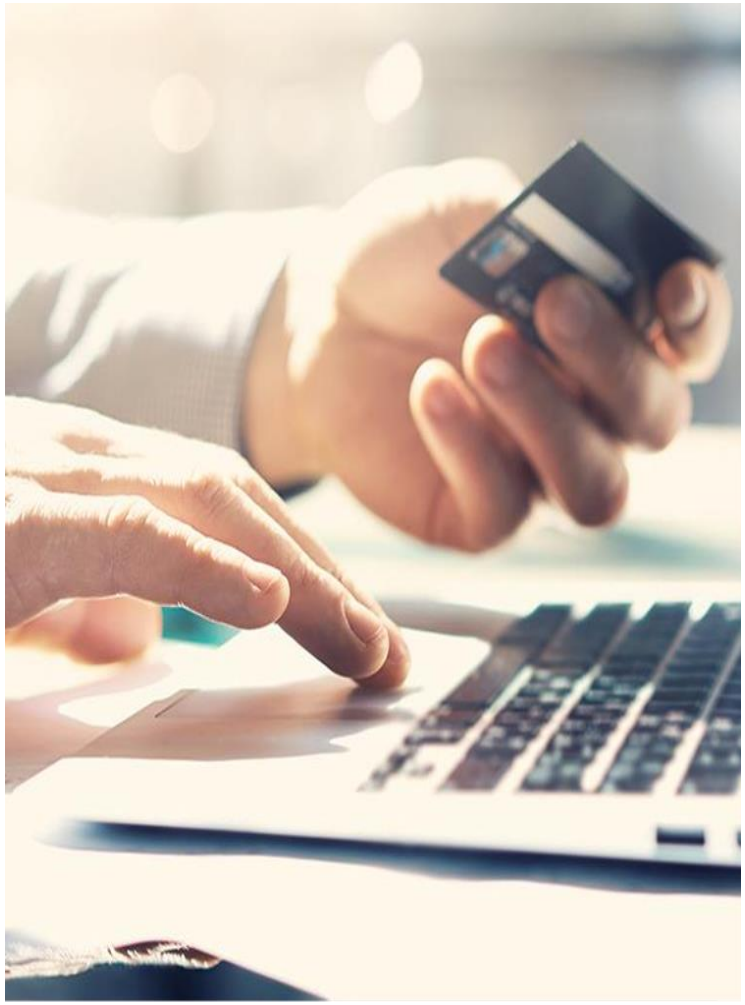
Let us be part of the team. Service is the foundation of a superior customer experience.

1. Your dedicated **Commercial Card Solutions Consultant** is accountable for delivering a seamless, quality transition and ongoing strategic support.

2. Huntington's **Commercial Card Service & Onboarding Team** will configure the system to meet the unique needs of your business, train your program administrators, and provide ongoing support, such as:
    - General Inquiries
    - Custom Reporting
    - Disputes

3. Cardholder servicing support is available 24/7/365. Our cardholder servicing team is skilled in addressing the unique needs of cardholders.

4. Vendor Enrollment: our team members have deep payments expertise



Why Huntington?

With Huntington Commercial Card and Integrated Payables solutions, your organization will gain access to an experienced team combined with automated technology to help drive efficiency, reduce risk and control cost.

THE HUNTINGTON DIFFERENCE

EXPERIENCE

Organically grown. More than 2,500 card programs and growing. Experience with Government and Not-For-Profit organizations. Processing millions of transactions each year.

BROADLY RECOGNIZED SERVICE EXCELLENCE

Dedicated relationship team and support resources.

SINGLE SOURCE FOR CARD AND PAYABLES

Simplifies points of contact and administration for your organization.

CARD ACCEPTANCE

Global MasterCard acceptance unsurpassed in the industry.

RESULTS

Our exceptional client retention rate is earned every day by the results we deliver to our customers.

BENEFITS FOR YOUR ORGANIZATION

FINANCIAL BENEFITS

- A monthly cash rebate on all eligible spend volume, including large ticket transactions.
- Potential for an annual bonus cash rebate - - *no caps.*

MAXIMIZE PAYABLES LEVERAGE

Pay vendors today with remittance detail, allowing them to reduce their receivables metrics. Don't pay the card balance for 35 days (on average) improving your payables metrics.

NEW REVENUE SOURCE

Create an additional monthly revenue stream directing the cash rebate to other expense areas or program investments.

Commercial Card Fee Schedule

TYPE	PRICE
Late Fee	1.0% of any past due amount; minimum $100
Minimum Eligible Spend Fee	WAIVED
Over Limit Fee	$25 per occurrence
Cash Advance Fee	2.5% of any amount advanced; minimum $10 per advance
Custom Card Fee	Actual cost assessed by vendor
Return Payment/NSF Fee	$25
International Transaction Fee	0.80% of the International Transaction amount in USD assessed as a fee to Commercial Card Account
Expedited Card Delivery Fee	$30
Data Transmission Setup Fee	Actual cost assessed by vendor
Data Transmission Fee	$100 monthly
Annual Card Fee	WAIVED
Document Handling Fee	$11 monthly; waived if Company elects to receive (Company-level) paperless statements
Research or Duplicate Document Fee	$40 per hour; minimum 1 hour assessed
Integrated Payables	See Treasury Management Services Agreement

Integrated Payables Pricing

LINE-ITEM DESCRIPTION	UNIT PRICE
Integrated Payables Monthly Maintenance	$125.00
Integrated Payables Checks Printed	$1.25
Integrated Payables ACH Items Origination	$0.25
Integrated Payables HIP Credit Sent	$5.00
Integrated Payables ACH Notice of Change	$10.00
Integrated Payables ACH Remittance *(Optional Service)*	$0.25
Integrated Payables HIP Remittance Email *(Optional Service)*	$0.25
Integrated Payables Reconciliation *(Optional Service)*	$100.00
Monthly Service Fee (DDA)	Standard
Checks Paid	Standard
Check Positive Pay (w/Teller and Payee)	Standard
Check Positive Pay – Exceptions and Returns	Standard
BOL Account Maintenance	Standard

Virtual Card Rebate paid monthly, with a possible annual payout

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