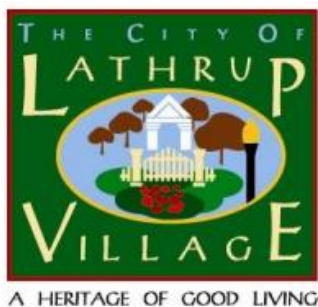




City Council Special Meeting

Monday, August 24, 2026 at 6:00 PM

27400 Southfield Road, Lathrup Village, Michigan 48076

1. **Call to Order** by Mayor Kantor
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Agenda**
5. **Public Comments for Items on the Agenda** (Speakers are limited to 3 minutes)
6. **Action Requests - For Consideration / Approval**

A. TABLED ITEM - Request to Approve Deposit for Municipal Park Playscape Project

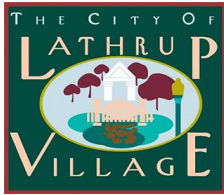
B. TABLED ITEM - Request to Approve Fiscal Year 2027 Street Crack Sealing Program

7. **Public Comment** (Speakers are limited to 3 minutes)
8. **Mayor and Council Comments**
9. **Adjourn**

ADDRESSING THE CITY COUNCIL

-Your comments shall be made during the times set aside for that purpose.
-Stand or raise a hand to indicate that you wish to speak.
-When recognized, state your name and direct your comments and/or questions to any City official in attendance.
-Each person wishing to address the City Council and/or attending officials shall be afforded one opportunity of up to three (3) minutes during the first and last occasion for citizen comments and questions and one opportunity of up to three (3) minutes during each public hearing.
-Comments made during public hearings shall be relevant to the subject of the public hearings being held.
-In addition to the opportunities described above, a citizen may respond to questions posed to them by the Mayor or members of the Council, provided members have been granted the floor to pose such questions.
-No speakers may make personal or impertinent attacks upon any officer, employee, City Council member, or other elected Official that is unrelated to how the officer, employee, or City Council member or other Elected Official performs their duties.
-No person shall use abusive or threatening language toward any individual when addressing the City Council.
-Attendees may video record, audio record, and livestream public meetings. Recording devices may be handheld or tripod-mounted, provided they do not block aisles, exits, views, or speakers, and may be set up or adjusted quietly at any time during the meeting. Recording equipment must operate without flash or other disruptive lighting or noise. The presiding officer may require equipment to be relocated if it creates a safety or access concern. Attendees may not place recording devices unreasonably close to others without their consent or use recording equipment to intimidate, threaten, harass, or otherwise disrupt the meeting. Participation in a public meeting, including speaking during public comment or addressing the public body, is a public act and may be recorded from a reasonable distance.
-The Mayor shall direct any person who violates this section to be orderly and silent. If a person addressing the Council refuses to become silent when so directed, such person may be deemed by the Mayor to have committed a "breach of the peace" by disrupting and impeding the

orderly conduct of the public meeting of the City Council and may be ordered by the Mayor to leave the meeting. If the person refuses to leave as directed, the Mayor may direct any law enforcement officer who is present to escort the violator from the meeting



City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076
www.lathrupvillage.org | (248) 557-2600

Item A.

TO: Mayor & City Council
FROM: Mike Greene – City Administrator
DATE: August 24, 2026
RE: Municipal Park Playscape Project Deposit

Background Brief: As the City Council is aware, there are multiple funding sources associated with the Municipal Park Playscape project. One funding source is via ARPA funds from Oakland County that need to be spent before the end of August 2026, or the City will lose that funding. To maintain the project timeline and ensure compliance with the City's ARPA spending obligations, staff is seeking City Council approval to authorize payment of the required project deposit before receiving final DNR project sign-off.

The deposit represents project expenditure and will allow the City to demonstrate timely use of the ARPA funding while the remaining approval process is completed. The project does not need to be fully completed by the end of August 2026; therefore, depositing at this time will satisfy the applicable spending timeline while allowing the City to proceed with construction once final DNR approval is received.

Sinclair Recreation, LLC is a MiDeal-approved vendor and will take the deposit from the City and hold the funds. In the event plans need to change based on DNR feedback, Sinclair will issue the funds back to the City.

Previous Action: 8-24-26 – Tabled Item

Economic Impact:

- \$135,767 – ARPA Funding (City has received ~\$100,000 of this funding and the additional funding is requested after the deposit is made)
- \$141,935.94 – Deposit to Sinclair Recreation (also keeps the City eligible for the GameTime grant)
- \$6,168.94 – Net Cost (Opportunity for this to be reimbursed via Trust Fund Grant)

Recommendation: It is my recommendation to approve the deposit.

Recommended Motion:

Moved by Councilmember, _____ seconded by Councilmember _____, to remove the item from the table.

Moved by Councilmember, _____ seconded by Councilmember _____, to approve a Municipal Park Playscape Project deposit with Sinclair Recreation, LLC in the amount of \$141,935.94.

Bruce Kantor
Mayor

Kelly Garrett
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

John Sousanis
Council Member

**PLACEMAKING AND PUBLIC SPACES PROGRAM AGREEMENT FOR LOCAL FISCAL
RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
CITY OF LATHRUP VILLAGE**

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Lathrup Village ("Public Body") 27400 Southfield Road City Of Lathrup Village, MI 48076. County and Public Body may be referred to individually as a "Party" and jointly as "Parties". Notwithstanding any language to the contrary in the Agreement, Public Body is a grantee of the funds it received under the Agreement. Public Body shall comply with all requirements in the Agreement regardless of its classification as a grantee.

PURPOSE OF AGREEMENT. On March 11, 2021, the President of the United States signed the American Rescue Plan Act of 2021 ("ARPA") into law. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 603, which establishes the Coronavirus Local Fiscal Recovery Fund. Oakland County has been allocated \$244,270,949 in Local Fiscal Recovery Fund ("LFRF") dollars under ARPA.

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include supporting eligible investments in public health expenditures, addressing negative economic impacts caused by the public health emergency, replacing lost public sector revenue, providing premium pay for essential workers, and investing in water, sewer and broadband infrastructure. The County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

Placemaking creates quality places essential to dynamic and vibrant communities. Assistance with Placemaking plans will provide economic benefits to the Public Body and the County.

On December 7, 2023, in Miscellaneous Resolution #2023-3615 _ 23-164, the Oakland County Board of Commissioners authorized an appropriation in the amount of Five Million \$5,000,000 dollars from the American Rescue Plan Act, Local Fiscal Recovery Funds, for the Main Street Oakland County Placemaking and Public Services Program to combat the negative economic impacts still lingering in our communities as a result of the COVID-19 pandemic. This Agreement is funded through that program.

County and Public Body enter into this Agreement pursuant to the Urban Cooperation Act of 1967, 1967 Public Act 7, MCL 124.501 *et seq.*, for the purpose of County distributing a portion of its LFRF funds to Public Body.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1 **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit and attachment.
 - 1.2 **Application** means a properly submitted written request by a Public Body to the County for an award of Grant Funds.

- 1.3 Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.4 County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.5 Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.6 Exhibits** mean the following exhibits, which are attached to this Agreement and incorporated by reference therein, or added later by a formal amendment to this Agreement:
- Exhibit A, Grant Award Payments
- Exhibit B, Reporting Requirements
- Exhibit C, Grant Application, Scope of Work and Budget
- 1.7 Grantee** means the Public Body [City, Village or Township, as defined in 1.11 below] receiving Grant Funds from the County under this Agreement in the manner provided in Section 2, below, which is an entity created by state or local authority or which is primarily funded through state or local authority, including, but not limited to, its Council, Board, its departments, divisions, elected and appointed officials, directors, Board members, Council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers and/or any such person's or entities' successors.
- 1.8 Grant Funds** means the monetary funds awarded by the County to the Grantee under this Agreement.
- 1.9 Grantee Funds** means the monetary funds that the Grantee raises on its own for this program.
- 1.10 Points of Contact** means the individuals designated by the Grantee and County to act as primary contacts for communication and other purposes described herein.
- 1.11 Public Body** means the City of Lathrup Village including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For the purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit.
- 1.12 Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of

the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

2. **GRANT.** Subject to the terms and conditions of this Agreement, and in reliance upon the Public Body's affirmations set forth below, the County agrees to make, and the Public Body agrees to accept, the grant funds.

- 2.1 County will distribute \$135,767.00 in grant funds to Public Body for the project scope attached and incorporated into this Agreement as **Exhibits A and C**.
- 2.2 PUBLIC BODY UNIQUE ENTITY IDENTIFIER: GJ67JS51GRN3.
- 2.3 FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
- 2.4 CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
- 2.5 FEDERAL AWARD DATE: May 28, 2021
- 2.6 PERIOD OF PERFORMANCE END: September 30, 2026.
- 2.7 AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
- 2.8 INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
- 2.9 CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: John Bry, unless another person is designated in writing by the County.
- 2.10 DEFINED USE OF FUNDS: All grant funds must be expended in accordance with this Agreement and the guidelines for ARPA funds.

3. **PUBLIC BODY'S RESPONSIBILITIES.**

- 3.1 Public Body's grant match requirements are detailed in **Exhibit A**, which is attached hereto and incorporated as part of this Agreement.
- 3.2 Public Body shall invoice the County for the grant amount listed in 2.1. after this Agreement is executed.
- 3.3 Public Body shall submit to Oakland County a status report on the grant funds as provided in **Exhibit B**, including:
- 3.4 Project progress reports, including completion of deliverables included in project scope;
- 3.5 Accounting of incurred expenses and grant funds expended; and
- 3.6 Any other relevant information or records, to be determined by County.
- 3.7 Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final project completion, whichever date is sooner, on the grant funds, including:
- 3.8 Project completion report;
- 3.9 Full accounting of its expenditure of grant funds;
- 3.10 Certification of its use of grant funds and fulfillment of the terms of the Agreement; and

- 3.11 Any other relevant information, records or other pertinent documentation, which may be requested by the County. If requested by the County, the Public Body shall provide information concerning the Grant Award to the County in a web based format.
- 3.12 Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- 3.13 Public Body must comply with any other reporting requirements regarding the grant funds and/or this Agreement, as determined by the County.
- 3.14 Public Body may only use Grant Funds for purposes consistent with those specified by the Public Body in its approved Grant Application, Scope of Work and Budget (**Exhibit C**).

4. **COUNTY'S RESPONSIBILITIES.**

- 4.1 County has reviewed the Public Body's Grant Application and determined that the Public Body is eligible to receive Grant Funds. County is not obligated or required to provide any additional services that are not specified in this Agreement.
- 4.2 County may use, access, and disclose information concerning this Agreement and the award of Grant Funds described herein to comply with the law, such as a subpoena, court order or Freedom of Information Act request. County may refer all such requests to the Public Body's Point of Contact for their response within the required time frame if the information requested relates to records held by the Public Body.
- 4.3 County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above and **Exhibit B** to ensure timely reporting, accurate accounting, and verification of final certification.
- 4.4 County shall pay the Grant Funds to the Public Body in the manner and upon the conditions set forth in **Exhibit A**. As stated therein, it is understood between the Parties that under no circumstances shall the County be responsible for greater than Forty percent (40%) of the total development cost and that by accepting Grant Funds, the Public Body thereby commits to contributing Grantee Funds in an amount sufficient to fully fund the development cost of the project approved by the County pursuant to its Grant Application, Scope of Work and Budget (**Exhibit C**).

5. **PUBLIC BODY AFFIRMATIONS.**

- 5.1 Public Body affirms that all representations made to County in connection with its application and this grant were accurate, truthful and complete and remain so. Public Body acknowledges that all representations and information provided have been relied on by the County to provide funding under this Agreement. Public Body shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Public Body representation or information untrue or incorrect or otherwise impair Public Body's ability to fulfill its obligations under this Agreement.
- 5.2 Public Body will comply with any federal, state, or local public health orders or mitigation recommendations regarding the COVID-19 pandemic which are in effect as of the date this Agreement is signed by both Parties.
- 5.3 Public Body may not use grant funds for expenses for which the Public Body has received any other federal funds or emergency COVID-19 supplemental funding, whether it be state, federal, or private in nature, for the same expense. No portion of grant funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States,

except if authorized by law. Public Body shall promptly notify County if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- 5.4 Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
- 5.5 Public Body shall use all grant funds it receives under this Agreement by September 30, 2026. Any grant funds not used by that date must be returned to County.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.
9. **ACCESS TO RECORDS AND AUDIT.**

- 9.1 Grantee shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, and the Grantee shall utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).
 - 9.2 In addition to the Grantor, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to the Grantor, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the audit requirements will constitute a violation of this Agreement.
 - 9.3 Grantee must establish and maintain effective internal control over the Federal award that provides reasonable assurance that they are managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.
 - 9.4 Grantee shall provide a final report that is due to Grantor upon the completion of the project. Grantee agrees to submit a detailed and timely grant report covering expenses related to each outlined purpose.
10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:
- 10.1 Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive, or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
 - 10.2 Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
 - 10.3 Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
 - 10.4 Public Body must register at sam.gov.
 - 10.5 Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency),

disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

- 10.6 Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- 11.1 This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 11.2 This Agreement shall remain in effect until September 30, 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- 12.1 **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 12.2 **Responsibility for Attorney Fees and Costs.** Except as provided for in Sections 7 and 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees.
- 12.3 **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 12.4 **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the grant funds and/or for noncompliance with this Agreement by Public Body Employees.
- 12.5 **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 12.6 **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

13. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 13.1 County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.

13.2 Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County all grant funds it has received.

13.3 If either Party terminates or cancels this Agreement, they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

14.1 In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.

14.2 Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.

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

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

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

19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.

20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not

intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.

21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.

21.1 If Notice is sent to County, it shall be addressed and sent to: Oakland County Executive, 2100 Pontiac Lake Rd., Waterford, MI, 48328, the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, MI, 48328 and to the individual designated by the County as its Point of Contact.

21.2 If Notice is sent to Public Body, it shall be addressed to: 27400 Southfield Road Lathrup Village City Of Lathrup Village, MI 48076.

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

23. **SURVIVAL OF TERMS.** The Parties understand and agree that all terms and conditions of this Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

24. **ENTIRE AGREEMENT.**

24.1 This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds and supersedes all other oral or written agreements between the Parties. Any amendment to this Agreement shall be in writing, and duly executed by the appropriate authority for each Party.

24.2 The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Austin Colson, Community & Economic Development/DDA Director hereby acknowledges that he/she has been authorized by a resolution of the City of Lathrup Village, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

EXECUTED: Austin Colson
Austin Colson (Aug 9, 2024 13:39 EDT) DATE: Aug 9, 2024
Austin Colson, Community & Economic Development/DDA Director
City of Lathrup Village

WITNESSED: Alisa Emanuel
Alisa Emanuel (Aug 12, 2024 14:04 EDT) DATE: Aug 12, 2024
Alisa Emanuel, City Clerk

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

EXECUTED: David Woodward
David T. Woodward (Aug 13, 2024 12:22 EDT) DATE: Aug 13, 2024
David Woodward, Chairperson
Oakland County Board of Commissioners

WITNESSED: Opal Whightlow
Oakland County Board of Commissioners DATE: Aug 13, 2024
County of Oakland



Rendered in Custom Malibu Palette

Lathrup Village Municipal Park Playground 2026



A PLAYCORE Company

www.gametime.com





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Lathrup Village Municipal Park Playground 2026



Rendered in Custom Malibu Palette



Lathrup Village Municipal Park Playground 2026



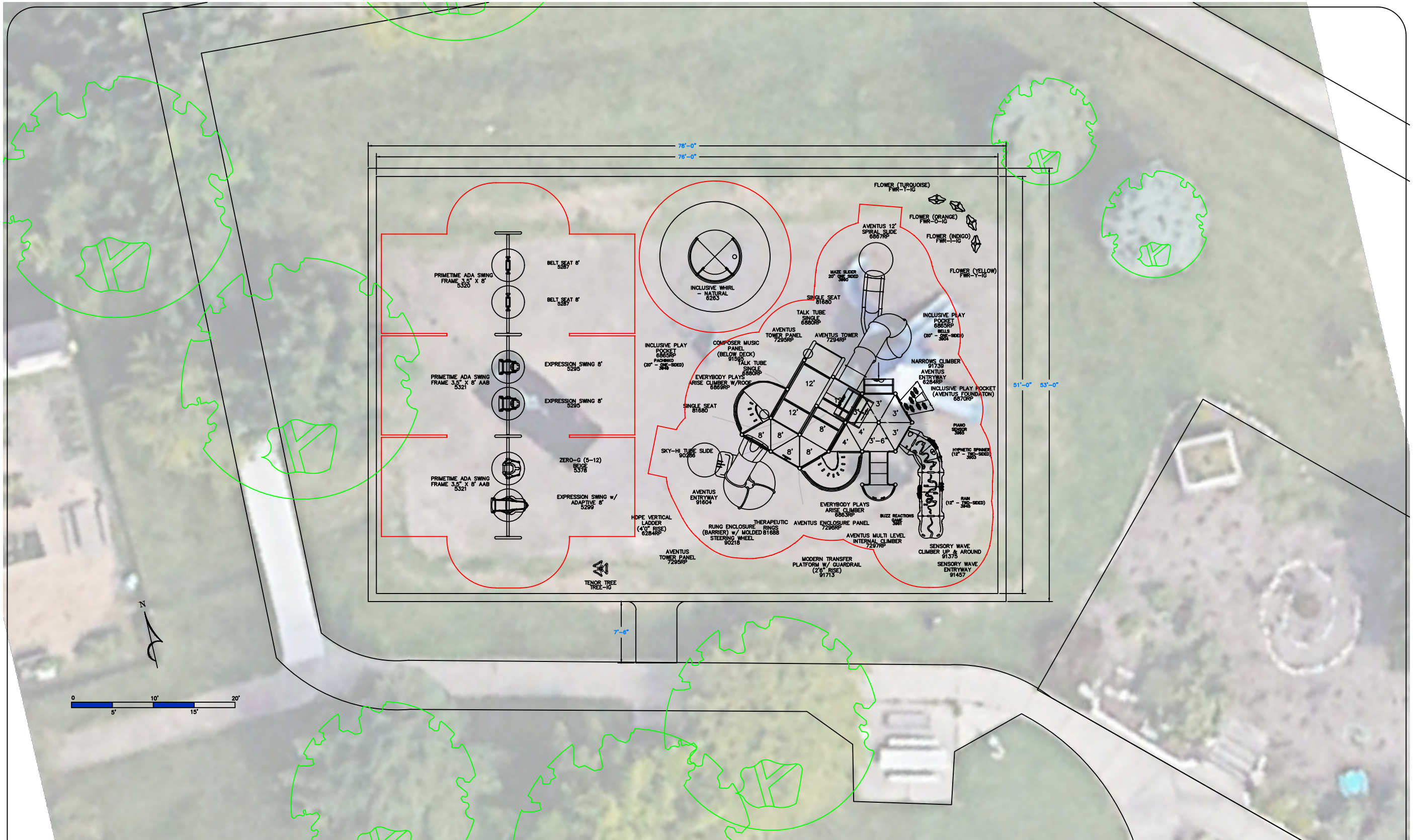
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Rendered in Custom Malibu Palette



Rendered in Custom Malibu Palette





150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com

Lathrup Village
Municipal Park
Lathrup Village, MI
Representative
Sinclair Recreation

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	13	Required	0
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	13	Required	7
Total Accessible Ground Level Components Shown	15	Required	4
Total Different Types Of Ground Level Components	6	Required	3

This play equipment is recommended for children ages 5-12

Minimum Area Required:
78' x 53'
Scale: Bar
This drawing can be scaled only when in an 24" x 36" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
ALW
Date:
7/10/2026
Drawing Name:
Lathrup Village - Municipal Park

QUOTE

106612-01-04 • 08/10/2026



2026 Playground Proposal - Grant Check with Order - Additional Concrete work - With Small Granule

Customer:

CITY OF LATHRUP VILLAGE
27400 SOUTHFIELD RD
LATHRUP VILLAGE, MI 48076-3489
United States

Ship to Zip: 48076-3489

Prepared for:

Mike Green
Phone: 248-557-2600 Ext. 225
mgreene@lathrupvillage.org

Prepared by:

Playcore Wisconsin Inc, dba GameTime
150 Playcore Drive SE
Fort Payne, AL 35967
Ph: 800-444-4954
Fax: 616-392-8634

Quantity	Part #	Description	Unit Price	Amount
1	Freenotes Flowers Ensemble IG	Freenotes Harmony Park - Freenotes Flowers Inground Ensemble Collection	\$6,373.00	\$6,373.00
1	TREE-IG	Freenotes Harmony Park - Tenor Tree - (With Inground Mount Kit)	\$6,868.00	\$6,868.00
1	6263	GameTime - Inclusive Whirl - Natural	\$18,034.00	\$18,034.00
1	RDU	GameTime - Swings with Seats Does not include safety belt for the Adaptive Expression swing as it does not meet ASTM 1487 guidelines for public use playgrounds. • (2) 5287 – Belt Seat for 8' Toprail • (2) 5295 – Expression Swing 8' Toprail Height • (1) 5299 – Expression Swing w/Adaptive Seat • (1) 5320 – 8' ADA Primetime Swing Frame • (2) 5321 – 8' ADA Primetime Swing Add-A-Bay • (1) 5378 – Zero-G (5-12) Beige 8' Height	\$12,869.00	\$12,869.00
1	RDU	GameTime - Modified Dallas Dazzler Unit for 5-12 year olds • (2) 6880RP – Aventus Talk Tube • (1) 3903 – Hypentic Wheel 12" 2S • (1) 3904 – Bells 20" 1S • (1) 3945 – Rain 12" 2S • (1) 3949 – Pachinko 20" 1S • (1) 3960 – Maze Panel Sensor 20" One Sided • (1) 3961 – Buzz Game Sensor 20" one sided • (1) 3965 – Rotogen Piano 20" Sensor with Adaptive • (7) 16701 – Ada 49"Tri Punch Steel Dk • (2) 6284RP – Aventus Entryway • (1) 6863RP – Arise Climber • (2) 6865RP – Inclusive Play Pocket • (1) 6867RP – Aventus Tower 12' Slide • (1) 6869RP – Arise Climber w/Cover • (1) 6870RP – Inclusive Play Pocket (Tower) • (1) 7294RP – Aventus Tower • (2) 7295RP – Aventus Tw Steel Panel Med	\$191,264.00	\$191,264.00

QUOTE

106612-01-04 • 08/10/2026

- (1) 7296RP – Aventus Tw Steel Panel Sm
- (1) 7297RP – Aventus Internal Climber-Steel
- (4) 80001 – 49"Tri Punched Steel Deck
- (2) 81680 – Single Seat
- (1) 81688 – Therapeutic Rings Attch
- (1) 90218 – Rung Encl Mold S. Whl & Bar,Above Dk
- (2) 90266 – 8' Upright, Alum
- (1) 90267 – 9' Upright, Alum
- (3) 90268 – 10' Upright, Alum
- (1) 90269 – 11' Upright, Alum
- (1) 90272 – 14' Upright, Alum
- (2) 90273 – 15' Upright, Alum
- (1) 90286 – 8' Sky Hi Spiral Tube Slide, 30" Dia
- (1) 91375 – PS Sensory Wave Up & Around (3' & 3'
- (1) 91457 – Sensory Wave Entryway
- (1) 91595 – Composer
- (1) 91604 – HDPE Vertical Ladder 4'0"
- (1) 91713 – Modern Transfer w/Guard 2'-6" Rise
- (1) 91739 – Narrows Climber (3'-4'6")
- (1) 91827 – 5" Upright Extension w/ Cap 5'
- (5) 91832 – 5" Upright Extension w/o Cap 8'
- (1) 91846 – 5" Upright Extension w/o Cap 7'
- (2) G90269 – 11' Upright, Galv
- (5) G90271 – 13' Upright, Galv
- (2) G90273 – 15' Upright, Galv

3876	PIP	GT-Impax - Poured in Place Surfacing, 50% standard color / 50% black, 5.25" thick for a 12' CFH	\$39.65	\$153,683.40
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Price includes supply and installation of 8" crushed stone subbase to bring playground to grade of existing concrete walkway. Includes ~245 square feet of small granule PIP in the high use areas under swings, slide exits, and around inclusive whirl.

Does NOT include site security while PIP material cures.

1	INSTALL	Installation - Installation of GameTime equipment and Freenotes musical instruments Price includes: • Remove and dispose of existing structure and swings • Excavate the existing 3,000 SF of EWF play area to a depth of 12" and haul spoils offsite. • Excavate 1,000 Sf of new playground area outside of the existing area to a depth of 9.5" and haul spoils offsite • Install all proposed playground equipment • Furnish and install reinforced concrete border with keyway for PIP • Furnish and install concrete walkway • Saw-cut and remove the curb and gutter in parking lot and install an ADA ramp with tactile mat and a 20' x 6' x 4" concrete walkway to the existing • sidewalk. • Restore all areas disturbed to construction	\$124,200.00	\$124,200.00
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QUOTE

106612-01-04 • 08/10/2026



Contract: OMNIA #2017001134

Sub Total	\$513,291.40
Grant	(\$98,232.06)
Freight	\$4,760.00
Grand Total	\$419,819.34

Comments

Matching Grant Funds are available until October 23rd, 2026 at 12PM EST **or** until Grant funds are no longer available. Approved grant application is required. To receive full grant funding, a check of \$141,935.94 **must be received at the time of order.**

This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Shipment: Order shall ship within 12-14 weeks after GameTime's receipt and acceptance of your purchase order, color selections, approved submittals, and receipt of deposit, if required.

NOTE: To qualify for the GameTime Grant, you must complete the application form for pre-approval. Upon approval, a Partial Matching Grant (reflected in the pricing shown above) is good toward the purchase of a new Powerscape, PrimeTime, XScape or Ionix Structure only. The order **MUST** be received no later than October 30th, with full payment to allow for processing, and your order will ship within 6-10 weeks from date of order placement and must ship prior to December 31st. The Grant does not apply toward Freight, Freestanding Items, Surfacing or Installation. To qualify for the matching grant amount shown above, a check for the **full** amount **MUST** accompany your order.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

NOTE: PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

QUOTE

106612-01-04 • 08/10/2026



A PLAYCORE Company

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal/state/federal permits or paperwork that may be required.

Acceptance of quotation:

Accepted By (printed): _____ P.O. No: _____

Please make P.O.s out to Playcore Wisconsin dba GameTime

Signature: _____

Title: _____

Date: _____

Facsimile: _____

Phone: _____

Email: _____

Purchase Amount: \$419,819.34

REQUIRED ORDER INFORMATION:

Bill To: _____

Ship To: _____

Contact: _____

Contact: _____

Address: _____

Address: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Tel: _____

Tel: _____

(For Accounts Payable)

(To call before delivery)

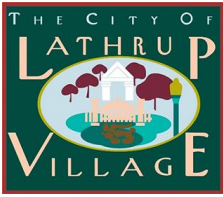
Email: _____

Email: _____

COLOR SELECTIONS: _____

SALES TAX EXEMPTION CERTIFICATE #: _____ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.



City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076
www.lathrupvillage.org | (248) 557-2600

Item B.

TO: Mayor & City Council
FROM: Mike Greene – City Administrator
DATE: August 24, 2026
RE: FY 27 Crack Sealing Program

Background Brief: The City solicited bids for the 2026 Crack Sealing Program, with bids received and publicly opened on August 11, 2026. Two bids were received:

- Scodeller Construction, Inc: \$38,000
- Michigan Joint Sealing, Inc: \$48,380

Giffels Webster reviewed the bids and recommends awarding the project to Scodeller Construction, Inc. Giffels Webster notes that Scodeller has been in business since 1985 and has experience completing crack sealing and asphalt repair projects for Michigan municipalities. The firm has also successfully worked with Giffels Webster on similar projects in the City of Ferndale.

The engineer's recommendation allows the City to utilize the remaining project budget to add additional streets, subject to contractor approval, with final payment based on actual field measurements and the unit prices included in the bid.

The FY 2026-27 approved budget includes \$65,000 for the crack sealing program, which was intended to cover both the construction work and associated engineering costs. Therefore, approval of the recommended contract can be accommodated within the City's approved budget.

The low bid of \$38,000 is substantially below the amount budgeted for construction, providing the City with an opportunity to address additional streets within the approved project budget.

Crack sealing is a cost-effective preventative maintenance treatment that helps extend the life of roads by preventing water, salt, and other materials from entering cracks in the pavement. By keeping moisture out, crack sealing reduces the risk of potholes, pavement deterioration, and more extensive damage caused by freeze-thaw cycles. Regular crack sealing can slow the rate of pavement deterioration, preserve road conditions, and reduce the need for more costly repairs or reconstruction in the future.

Previous Action: 8-17-26 – Tabled Item

Economic Impact: \$65,000 budgeted in 203-703-000-861 for the crack sealing program, including engineering.

Recommendation: It is my recommendation to award the contract to Scodeller Construction with additional streets.

Recommended Motion:

Moved by Councilmember, _____ seconded by Councilmember _____, to remove the item from the table.

Moved by Councilmember, _____ seconded by Councilmember _____, to approve Scodeller Construction, Inc. for the Fiscal Year 2027 Crack Sealing Program with the inclusion of additional streets, for a total estimated cost of \$55,000.

Bruce Kantor
Mayor

Kelly Garrett
Mayor Pro-Tem

Jalen Jennings
Council Member

Jason Hammond
Council Member

John Sousanis
Council Member



August 13, 2026

GW Job No. 15850.91

BID RECOMMENDATION

Mike Greene, City Administrator
City of Lathrup Village
27400 Southfield Road
Lathrup Village, MI 48076

RE: 2026 Crack Sealing Program (CS-26)

Dear Mr. Greene:

Bids for the 2026 Crack Sealing Program were received at 2:00 p.m. on August 11, 2026, and were opened publicly and read aloud.

A total of two (2) bids were received with a low bid of \$38,000.00 and a high bid of \$48,380.00. The low bid was submitted by Scodeller Construction, Inc., located at 51722 Grand River Ave, Wixom, MI 48393. The second bid was submitted by Michigan Joint Sealing, Inc., located at 28830 W Eight Mile, Suite 103 Farmington Hills, MI 48336.

Scodeller Construction, Inc. has been in business since 1985 completing crack sealing and other asphalt repairs for municipalities in Michigan.

Budget Review:

	<u>Budget Amount</u>	<u>As-Bid Amount</u>
Total Construction Cost: \$	55,000.00	\$ 38,000.00

Giffels Webster has previously worked with Scodeller Construction on crack sealing projects in the City of Ferndale. They have the necessary experience, manpower and equipment to successfully complete this project.

We recommend that the contract be awarded to Scodeller Construction, Inc. at the total bid amount of \$38,000.00 and the inclusion of additional streets, pending Contractor approval, up to the budget amount for a total project cost of \$55,000.00. Final payment will be based on final field measurements at the unit prices quoted in the bidder's Bid Form.

Contract books will be submitted to you upon proper execution by the contractor. A tabulation of the bids and joint sealing map are attached for your use.

Respectfully,

Giffels Webster

A handwritten signature in black ink, appearing to read "Joseph Kolpasky".

Joseph Kolpasky, P.E.
Senior Project Manager

Enclosure

cc: Justin Wellman, Giffels Webster



2026 Crack Sealing Program

City of Lathrup Village, Oakland County, Michigan

Bids opened on 08/11/2026 at 2:00 p.m.

				Engineer's Opinion of Cost		Low Bidder		Second	
				Giffels Webster		Scodeller Construction, Inc.		Michigan Joint Sealing Inc.	
				1025 E. Maple Road, Suite 100		51722 Grand River Ave		28830 W Eight Mile, Suite 103	
				Birmingham, MI 48009		Wixom, MI 48393		Farmington Hills, MI 48336	
<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>	<u>Unit Price</u>	<u>Amount</u>
1	Traffic Control Devices	1	LS	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
2	Overband Crack Fill, Roadbed	10.0	RBMI	\$ 5,250.00	\$ 52,500.00	\$ 3,750.00	\$ 37,500.00	\$ 4,788.00	\$ 47,880.00
Total Construction Cost:				\$ 53,000.00		\$ 38,000.00		\$ 48,380.00	

No Other Bidders.

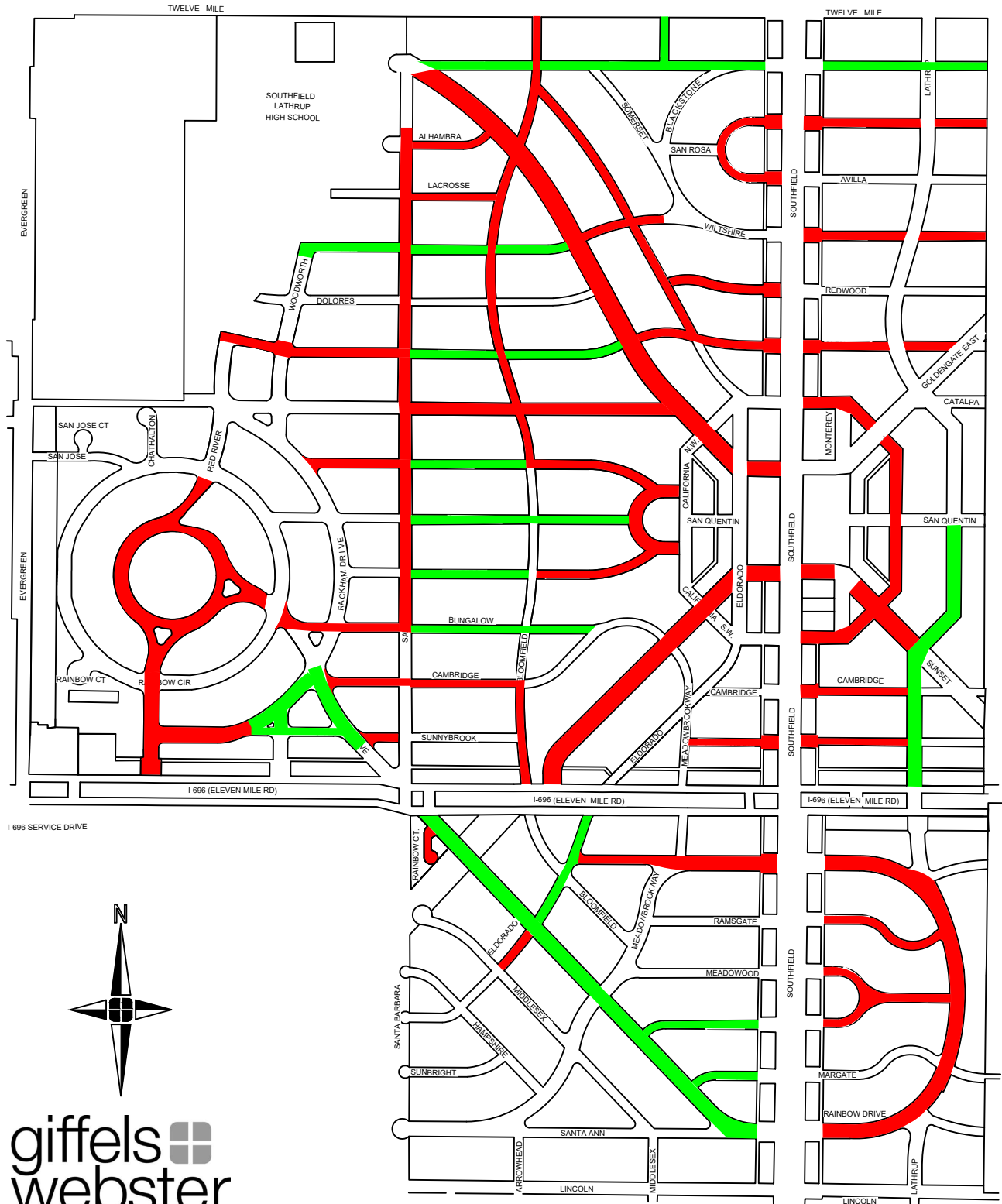
Bid Review Performed by: Joseph Kolpasky, PE

CITY OF LATHRUP VILLAGE STREET MAP

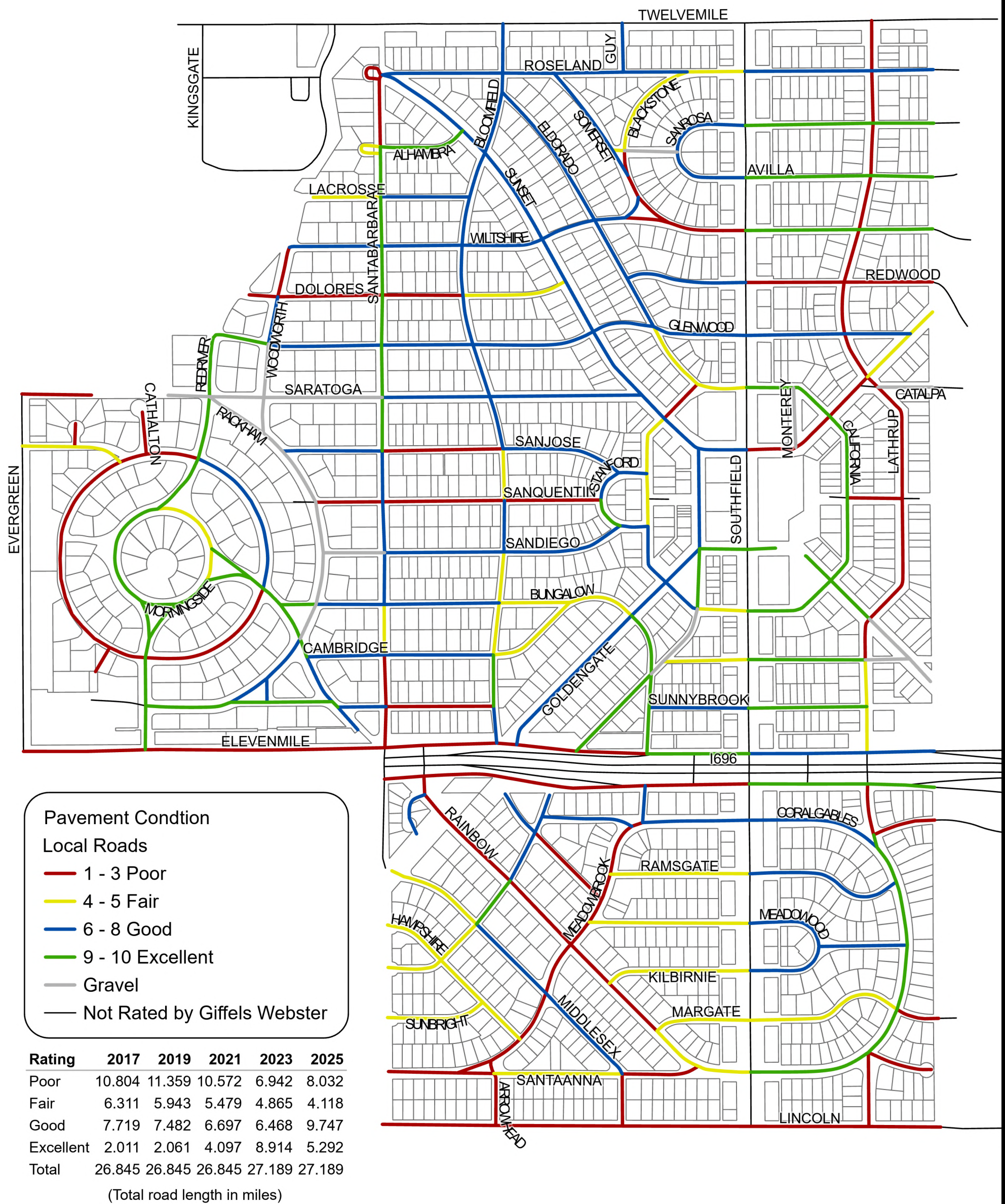
Item B.

JULY 2026

- █ CONTRACT OVERBAND CRACK SEAL STREETS
- █ POTENTIAL ADDED OVERBAND CRACK SEAL STREETS



Lathrup Village 2025 PASER Ratings



giffels webster

Engineers
Surveyors
Planners
Landscape Architects
GIS Specialists

1025 E. Maple Road, Suite 100
Birmingham, MI 48009
P: (248) 852.3100
F: (313) 962.5068

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