



AGENDA
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
JUNE 17, 2024
7:00 PM

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL**
- 4. APPROVAL OF AGENDA**

5. CONSENT AGENDA

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

- A. Regular City Council Meeting Minutes for June 3, 2024
- B. Special City Council Meeting Minutes for June 3, 2024
- C. Arts and Cultural Diversity Commission Meeting Minutes for March 14, 2024, April 11, 2024 and May 9, 2024
- D. Request to advertise for bids for the Fenceline Restoration Project, M-776
- E. Approval of Pay Application No. 2 for the 2024 Water Main Replacement Project, M-764 in the amount of \$215,016.10
- F. Approval of Pay Application No. 2 for the Water Service Line Hydro Excavation Project, M-736 in the amount of \$47,985.97
- G. Request to approve Payment Application No. 7 for the 2023 Block Pruning Project, M-748, to Urban Tree Trimming of Detroit MI in the amount of \$4,100.00
- H. Payment Application No. 2 (Final) for the 2023 Shepherd Park Restroom Project, M-759
- I. Request to approve Payment Application No. 2 for the 2024 Lawn Maintenance Contract, to Capital Landscapes of Oak Park, MI in the amount of \$13,956.50.
- J. Request to approve Payment Application No. 1 for the 2024 Landscape Maintenance Contract, to Capital Landscapes of Oak Park, MI in the amount of \$22,332.00.

K. New and renewal licenses submitted for June 17, 2024

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. ACCOUNTING REPORTS

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of \$15,773.33.
- B. Approval for payment of an invoice submitted by Shifman Fournier for their legal services retainer agreement for July 1, 2024 – September 30, 2024 in the total amount of \$18,000.00.

8. CITY MANAGER

A. Administration

- 1. Approval of contract with Plante Moran Realpoint to analyze the city complex site for a new community center / senior housing.

B. Municipal Services

- 1. Resolution approving ABV Group, LLC, DBA Mother Handsome, for a Social District Permit.
- 2. Resolution in support of the contract amendment for the American Rescue Plan Act Matching Fund Program
- 3. Approval of ARPA CHORE Grant Agreement

C. Finance/Assessing

- 1. Request from Rosewood Investment Group, owner of the property located at 24438 Republic Ave., to divide a single parcel that contains two subdivision lots into two individual parcels.
- 2. Resolution to authorize Budget Amendment #2024-5 for period ending June 30, 2024

D. Elevate Oak Park

9. CALL TO THE AUDIENCE

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

10. CALL TO THE COUNCIL

11. CLOSED SESSION

- A. Pursuant to Section 8 of the Open Meetings Act to convene a Closed Session to discuss attorney-client privileged communication re City of Oak Park v Oak Park Investment, LLC.

12. ADJOURNMENT

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



**MINUTES
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
JUNE 3, 2024
7:00 PM**

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

PRESENT: Mayor McClellan, Council Member Edgar, Mayor Pro Tem Burns, Council Member Whitehead

ABSENT: Council Member Radner

OTHERS

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

4. APPROVAL OF AGENDA

Motion by Burns, seconded by Whitehead, **CARRIED**, to approve the agenda as presented.

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

5. CONSENT AGENDA

Motion by Burns, seconded by Edgar, **CARRIED**, to approve the **CONSENT AGENDA** consisting of the following items:

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

- A. Regular City Council Meeting Minutes for May 20, 2024
CM-06-178-2024
- B. Library Meeting Minutes for April 16, 2024
CM-06-179-2024
- C. Parks and Recreation Meeting Minutes for March 20, 2024
CM-06-180-2024
- D. Budget to Actual Report for period ending 3-31-24
CM-06-181-2024

- E. 3rd Quarter FY 2023-24 Investment Report
CM-06-182-2024
- F. Approval of Pay Application No. 6 and Change Order No. 2 for the 2023-2024 Miscellaneous Concrete Project, M-754 to Mattioli Cement Company of Fenton, MI, in the amount of \$99,335.49 and -\$7,330.20, respectively
CM-06-183-2024
- G. Payment of invoices from OHM Advisors for GIS DWAM Grant, the West Nine Mile Road Design, and the Eight Mile Booster Station Rehabilitation for the total amount of \$25,195.75
CM-06-184-2024
- H. Payment request from Neumann Smith Architecture for Architectural Services on the Event Hub and Municipal Services Move.
CM-06-185-2024
- I. Request authorization to bid the 2024 Block Pruning Project
CM-06-186-2024
- J. Approval of Pay Application No. 2 for the 2024 Sewer Lining Project, M-763 in the amount of \$113,369.80
CM-06-187-2024
- K. Approval of Pay Application No. 1 for the 2024 Water Main Replacement Project, M-764 in the amount of \$324,048.36
CM-06-188-2024
- L. Approval of Pay Application No. 1 for the Water Service Line Hydro Excavation Project, M-736 in the amount of \$44,081.10
CM-06-189-2024
- M. Approval of Final Pay Application No. 7 for the 2022 Water Main and Road Reconstruction Project, M-737 in the amount of \$30,000.00
CM-06-190-2024
- N. Approval of Final Pay Application No. 2 for the 2023 Sewer Lining Project, M-749 in the amount of \$5,000.00
CM-06-191-2024
- O. New and renewal licenses submitted for June 3, 2024
CM-06-192-2024

6. RECOGNITION OF VISITING ELECTED OFFICIALS

There were no elected officials in the audience who wished to speak.

7. SPECIAL LICENSES

- A. Request for a Special Event License and waiver of application fee, submitted by the Juneteenth Committee, for the Annual Juneteenth Celebration, to be held on June 19, 2024, from 4:00 p.m. - 9:00 p.m.
CM-06-193-2024

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

NAME	EVENT	FEE
------	-------	-----

Juneteenth Committee	Juneteenth Celebration June 19, 2024 4:00pm - 9:00pm	Application fee waived.
----------------------	--	-------------------------

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

8. CITY ATTORNEY

- A. Resolution regarding the proposed renewal of a Uniform Local Franchise Agreement with Comcast Cable Communications Company.
CM-06-194-2024

Motion by Burns, seconded by Whitehead, CARRIED, to approve the following resolution regarding the renewal of a Uniform Local Franchise Agreement with Comcast Cable Communications Company:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

RESOLUTION REGARDING THE PROPOSED RENEWAL UNIFORM LOCAL FRANCHISE AGREEMENT WITH COMCAST CABLE COMMUNICATIONS COMPANY

WHEREAS, on June 16, 2014, Comcast Cable Communications ("Comcast") entered into a Video Service Local Franchise Agreement with the City of Oak Park pursuant to 2006 Public Act 480, MCL 484.3301, et seq (the "Act") for Comcast to provide video services in the City of Oak Park which expires on June 16, 2024.

WHEREAS, in accordance with the instructions set forth by the Michigan Public Service Commission relative to the Act, Comcast submitted a request for Renewal Uniform Video Service Local Franchise Agreement to the City Clerk on May 10, 2024.

WHEREAS, Comcast cannot provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement.

WHEREAS, the Act requires the City of Oak Park as the Franchising Entity to approve the Franchise Agreement or notify Comcast if the agreement is incomplete within 30 days after the submission of a complete Franchise Agreement.

WHEREAS, the City Attorney's office has reviewed the Uniform Video Service Local Franchise Agreement and has determined that it is complete.

WHEREAS, the Oak Park City Council finds that it is necessary and in the best interest of the public to enter into a Renewal Uniform Video Service Local Franchise Agreement with Comcast for a period of ten (10) years from the date it is issued.

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

1. The City Manager is hereby authorized to execute the attached Renewal Uniform Video Service Local Franchise Agreement with Comcast, subject to final approval by the City

Attorney.

2. Any and all Resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

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

B. Resolution regarding the proposed amendments to the lease agreement with Sprint Spectrum Realty Company, LLC
CM-06-195-2024

Motion by Burns, seconded by Whitehead, CARRIED, to approve the following resolution regarding the proposed amendments to the lease agreement with Sprint Spectrum Realty Company, LLC:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

RESOLUTION REGARDING THE PROPOSED AMENDMENT TO THE LEASE AGREEMENT WITH SPRINT SPECTRUM REALTY COMPANY LLC

WHEREAS, on July 7, 1997, Sprint Spectrum Realty Company LLC ("Sprint-Spectrum") entered into a Lease Agreement with the City of Oak Park for the placement of cellular equipment on City-owned property at 14710 Kingston Street. Spring-Spectrum has since been acquired by T-Mobile and has requested that the City consider a proposed lease extension agreement for three years, with all other lease provisions remaining the same. Three years is the maximum amount of time that the City Council may approve a lease of City property without a voter referendum.

WHEREAS, Sprint-Spectrum is currently paying a monthly rental rate of \$4,613.93, with annual rent increases of 4% per year.

WHEREAS, Section 13.3 of the City of Oak Park Charter vests exclusive authority with the City Council to approve a proposed lease for City-owned property for fair consideration as determined by the Council.

WHEREAS, the Oak Park City Council finds that it is necessary and in the best interest of the public to enter into a lease extension agreement for the placement of cellular equipment on the water tower for fair consideration of \$4,613.93 per month payable to the City of Oak Park for a term of 36 (thirty-six) months, with annual increases of 4%.

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

1. The City Manager is hereby authorized to execute the attached lease extension agreement, subject to final approval by the City Attorney.
2. Any and all Resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

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

9. CITY MANAGER

A. Administration

1. Resolution establishing Juneteenth as a recognized Oak Park city holiday.
CM-06-196-2024

Motion by Burns, seconded by Whitehead, CARRIED, to approve the following resolution establishing Juneteenth as a recognized Oak Park city holiday:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

A RESOLUTION ESTABLISHING JUNETEENTH AS A RECOGNIZED CITY HOLIDAY

WHEREAS, Juneteenth is a holiday marking the end of slavery in the United States; and

WHEREAS, news of the end of slavery did not reach the frontier areas of the United States, in particular, the State of Texas and other Southwestern States, until months after the conclusion of the Civil War, more than two and a half years after President Abraham Lincoln issued the Emancipation Proclamation of January 1, 1863, declaring “that all persons held as slaves” are, and henceforward shall be free; and

WHEREAS, on June 19, 1865, Union soldiers, led by Major General Gordon Granger, landed at the port city of Galveston, Texas, with news that the Civil War had ended and the enslaved were free; and

WHEREAS, since then, African Americans who had been slaves in the Southwest celebrated June 19, commonly known as “Juneteenth Independence Day”, recognizing the triumph of the human spirit over the cruelty of slavery, and honoring the strength, endurance, and faith of African American ancestors and as inspiration and encouragement for future generations while celebrating not only their freedom, but their history, culture and achievements; and

WHEREAS, African Americans continued the tradition of observing Juneteenth Independence Day for more than 150 years, remembering the centuries of struggle and progress led by abolitionists, educators, civil rights advocates, lawyers, activists, trade unionists, religious leaders, public officials and everyday Americans; and

WHEREAS, Juneteenth Independence Day became an observed federal holiday on June 17, 2021, and is now recognized as a holiday by all 50 states and the District of Columbia; and

WHEREAS, the faith and strength of character demonstrated by former slaves and the descendants of former slaves remain an example for all people of the United States, regardless of background, religion, or race.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Oak Park, Michigan does hereby find, determine, and declare as follows:

1. Recognizes the historical significance of Juneteenth Independence Day.
2. Supports the continued celebration of Juneteenth Independence Day in observance of the end of slavery as part of the history and heritage of the United States and encourages all citizens to participate in the Juneteenth Jubilee and celebrate African American history and culture, while continuing to promote diversity, equality, and a strong sense of community in the City of Oak Park.
3. Designates June 19, 2024, as “Juneteenth Independence Day” in which all City of Oak Park non-emergency facilities and offices will be closed and will be observed as an official paid holiday for all City of Oak Park employees and the Letters of Understanding the Administration has negotiated with all bargaining units within the City adding Juneteenth (June 19) to the existing list of recognized and observed paid holidays going forward, are hereby approved.
4. Establishes “Juneteenth Independence Day” as an annually observed holiday for the City of Oak Park and when June 19 falls on a Saturday, the holiday shall be observed the preceding Friday and when June 19 falls on a Sunday, the holiday shall be observed on the following Monday.
5. All resolutions and parts of resolutions, insofar as they conflict with the provisions of this resolution, are hereby repealed.
6. This Resolution shall become effective immediately upon its passage and adoption.

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

B. City Clerk

1. Resolution authorizing the temporary relocation of Oak Park Voting precinct 14 for the August 6, 2024 State Primary Election.

CM-06-197-2024

Motion by Edgar, seconded by Burns, CARRIED, to approve the following resolution authorizing the temporary relocation of Oak Park Voting precinct 14 for the August 6, 2024 State Primary Election:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

RESOLUTION AUTHORIZING THE TEMPORARY RELOCATION OF POLLING PRECINCT
14 FOR THE AUGUST 6, 2024 STATE PRIMARY ELECTION

WHEREAS, Ferndale Upper Elementary, 24220 Rosewood, Oak Park, MI, in the Ferndale School District, is the polling location for Oak Park Voting Precinct 14; and

WHEREAS, Ferndale Upper Elementary will be unavailable for use as a polling location for the August 6, 2024 State Primary Election due to construction; and

WHEREAS, the Ferndale School District has Ferndale Lower Elementary, 23501 Rosewood, available to accommodate Precinct 14 for the August 6, 2024 State Primary Election.

NOW THEREFORE BE IT RESOLVED, that the City of Oak Park City Council hereby agrees to temporarily move Precinct 14 for the August 6, 2024 State Primary Election to Ferndale Lower Elementary, 23501 Rosewood, Oak Park, MI; and

BE IT FURTHER RESOLVED, that the City Clerk of the City of Oak Park is directed to notify the voters in Precinct 14 that their voting precinct is moved to Ferndale Lower Elementary, for the August 6, 2024 State Primary Election.

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

C. Municipal Services

1. Resolution supporting the Local Road Improvement Matching Fund Program for the Nine Mile Road Project
CM-06-198-2024

Motion by Burns, seconded by Edgar, CARRIED, to approve the following resolution supporting the Local Road Improvement Matching Fund Program for the Nine Mile Road Project:

RESOLUTION ADOPTED BY THE CITY OF OAK PARK OF THE COUNTY OF OAKLAND, MICHIGAN UNDER DATE OF JUNE 3, 2024

WHEREAS, the Oakland County Board of Commissioners established the Local Road Improvement Matching Fund Program (LRIP); and

WHEREAS, the City of Oak Park has applied for LRIP funding; and

WHEREAS, the City of Oak Park was awarded \$68,980.00 in LRIP reimbursement funds to be used on the Nine Mile Road Improvement Project, M-771; and

WHEREAS, the City of Oak Park agrees to fund administrative, coordination, permit fees, preliminary engineering, right-of-way acquisition and construction engineering services related to the implementation of the Nine Mile Road Improvement Project; and

WHEREAS, the City of Oak Park acknowledges and agreed that the City shall assume any and all responsibilities and liabilities arising out of the administration of the project; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Oak Park will utilize LRIP funds to improve economic development as part of the Nine Mile Road Improvement Project, M-771.

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

2. Approval of Greenfield Gateway Sign
CM-06-199-2024

Motion by Burns, seconded by Whitehead, CARRIED, to approve the purchase of the Greenfield Gateway Sign in the amount of \$16,345.

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

10. CALL TO THE AUDIENCE

Ann-Marie Morris, 15045 Rosemary, spoke to her history in Oak Park and is excited to have moved back.

Ken Sherman, 23840 Jerome, requested that there be communication regarding the transfer of ownership between GFL and Priority Waste and also requested that the water bill inserts be printed on two sides to provide more information.

Sherry Curry, 15240 Oakwood, requested an update on the concern she raised at the May 6 meeting regarding the blighted property next to her home.

Krysti Gardner, 15000 Dartmouth, expressed concerns about the lack of striping on the soccer fields in the city.

11. CALL TO THE COUNCIL

12. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:40 PM.

T. Edwin Norris, City Clerk



**MINUTES
SPECIAL CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
JUNE 3, 2024
6:00 PM**

1. CALL TO ORDER

The meeting was called to order at 6:04 PM by Mayor McClellan in the Executive Conference Room of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

2. ROLL CALL

PRESENT: Mayor McClellan, Council Member Edgar, Mayor Pro Tem Burns, Council Member Whitehead

ABSENT: Council Member Radner

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Duff, Human Resources Director Allen, Library Director Kimberly Schaaf, Municipal Services Director Marrone, Recreation Director Stasiak, Deputy City Manager VanVleck, and Deputy City Manager DeCoster

3. SPECIAL BUSINESS

A. Juneteenth observed as a City of Oak Park Holiday

City Manager Tungate explained the resolution that will be presented at the regular council meeting that, with its passage, establishes June 19 every year as "Juneteenth Independence Day" and will be recognized as an observed paid holiday for the City of Oak Park. The resolution shall become effective immediately upon its passage and adoption.

B. Oak Park Event Hub Presentation

Deputy City Manager DeCoster and Matthew Smith from Neuman Smith Architecture reviewed the schematic designs for the "Event Hub" that included a preliminary site plan, building floor plans and architectural renderings. There was a consensus among the council to proceed with the project as presented. The next steps include:

Review preliminary SD pricing / budget.
Evaluate the budget and determine the final design.
Present approved plan at the State of the City address.
Begin Design Development (DD) Phase.
Gather DD pricing for Construction Documents (CD).
Approval / Plan Review of Construction Documents (CD).
Sealed Bidding and contractor selection.
Start construction (hopefully September 2024)

4. CALL TO THE AUDIENCE

There were no members of the audience who wished to speak.

5. ADJOURNMENT

There being no further business for the Special Meeting, Mayor McClellan adjourned the meeting at 06:53 PM.

T. Edwin Norris, City Clerk



BOARDS & COMMISSIONS
CITY OF OAK PARK

Mayor
Marian McClellan
Mayor Pro Tem
Julie Edgar
Council Members
Carolyn Burns
Shaun Whitehead
Solomon Radner
City Manager
Erik Tungate

MINUTES
REGULAR MEETING
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION
THURSDAY, March 14, 2024@7p
COMMUNITY CENTER

1. CALL TO ORDER

a. Time: __7:07p.m.__

2. ROLL CALL

a. City Council:

Council Member Shaun Whitehead __x__

b. Commissioners:

Stephanie Crawford __x__ Sarah Davidson __x__ Rosetta Kincaid __x__
Terri McQueen __x__ Sudha Chandra Sekhar ____ Avi Snider __x__
Michele Stevenson __x__ Lonnie K. Tabb-Upshaw __x__ Carla Wallace ____
Donny Wilson __x__ Dawn Henry ____

c. City Liaison:

Director Courtney Flynn __x__

i. Guests: **Kelly Porter @bubblegumforever63@gmail.com**

d. APPROVAL OF AGENDA

i. **Date:** _March 14 , 2024_

ii. **Motion** _Terri M.__ **Seconded** _Avi S.__

Approved __x__

APPROVAL OF MINUTES

i **Date** _February 8, 2024

Motion _Michele S.__

Seconded __Avi S.__

Approved __x__

f. Old Business: 2024

Art Gallery

Director Flynn Jacobs uninstall, early April 2024

Paul Kleiner, April 2024-July 2024

Commission needs to confirm date for artist reception

Sharon Floyd, Aug. 2024-November 2024

g. NEW BUSINESS: 2024

Oak Park Film Fest 2024, September 6&7

No updates, looking for venues

Donnie motioned to increase film budget, \$1000.00 and move mural budget of \$300 to film festival. Avi motioned both, Stephanie seconded, in favor

World Dance Day 2024 April 27, 2024,

4-6p in the Oak Park Community Center

9 groups booked, 5 min or less each

Show length, 70 min

Stephanie/refreshments

Volunteers, Councilman Whitehead, Terri, Michele,

Rosetta, Donny, Dir. Courtney Flynn

MCs, Stephanie and Lonnie

DJ, Anthony Garrett submitted bid, \$250.00

Avi motioned to hire DJ Garrett, Stephanie seconded, in favor

Vote to use \$300 for refreshments and \$50 for linens

Avi motioned, Terri second, in favor

Michele discussed replacement for Sudha & other members unable to attend meetings. Ultimately it is up to City Council to decide.

h. COMMISSIONER REPORTS

3. ADJOURNMENT

a. **Next Meeting:**_____April 11, 2024@ 7p._____

b. **Time of Adjournment:**_____8:05p._____



COMMUNITY ENGAGEMENT
CITY OF OAK PARK
DEPARTMENT OF PUBLIC INFORMATION

Mayor
Marian McClellan
Mayor Pro Tem
Carolyn Burns
Council Members
Shaun Whitehead
Solomon Radner
Julie Edgar
City Manager
Erik Tungate

MINUTES
REGULAR MEETING
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION
THURSDAY, APRIL 11, 2024 7:00 P.M.
COMMUNITY CENTER

1. CALL TO ORDER

a. Time: 7:12pm

2. ROLL CALL

a. City Council:

Council Member Shaun Whitehead A

b. Commissioners:

Stephanie Crawford X Sarah Davidson X Rosetta Kincaid X
Terri McQueen X Sudha Chandra Sekhar A Avi Snider X
Michele Stevenson X Lonnie K. Tabb-Upshaw X Carla Wallace X
Donny Wilson X Dawn Henry X

c. City Liaison:

Director Courtney Flynn. A

d. Guests:

Kelly Porter

3. APPROVAL OF AGENDA

a. Date April 11, 2024 *Motion Avi Seconded Terri Approved All*

4. APPROVAL OF MINUTES

a. Date March 14, 2024 minutes *Motion Avi Seconded Terri Approved All*
Corrections submitted

5. MATTERS FOR CONSIDERATION

a. Old Business:

- i. **Art Gallery-** New Art goes up 4/17/2024 Monday May 20th at 6pm
we will have the Artist Reception for the new artist Paul Kleiner from
6pm-7pm, Carla, Kelly, Stephanie and Terri volunteered to help set up.

- ii. **Film Festival-** Donny will focus on local film makers this year. Friday we will be at the Dog & Pony Show, Saturday we will be at the Water Tower District. The submissions are currently live. Donny also wants to have a photographer, food trucks and trivia game. Lonnie suggests better publicity in advance to increase attendance.
- iii. **World Dance Day-** Lonnie reported that we have 9 groups and the program will be 60-90 minutes long. The programs are currently at the printer and that we should be able to get flyers to the library and City Hall. The event is also on the marquee at 9 mile and Coolidge. Rosetta, Dawn, Stephanie, Michele, Donny, Carla, and Terri will volunteer to assist. We all agree that we should present the groups with something because they volunteer their talents to us.
- iv. **Juneteenth-** The event will be held on Wednesday June 19th. Program is as follows:
 - a. 4-6pm Mobil Museum near the library
 - b. 4pm Walk in Shepard Park
 - c. 5pm-7pm Program,
 - d. 7-9pm Concert to kick off the Summer Concert Series.
 - e. The Juneteenth Committee meets the 2nd Tuesday at 6:30pm in the City Chambers and the 4th Monday via Zoom at 6:30pm.
- v. No Report yet

b. New Business:

6. COMMISSIONER REPORTS

Commissioner Dawn Henry shared her exciting trip to Willie Nelson's Luck Reunion at his Ranch in Luck near Austin Texas.

7. ADJOURNMENT

- a. **Next Meeting:** Thursday May 9, 2024 7pm
- b. **Time of Adjournment:** ____ 8:09pm ____



BOARDS & COMMISSIONS
CITY OF OAK PARK

Mayor
Marian McClellan
Mayor Pro Tem
Julie Edgar
Council Members
Carolyn Burns
Shaun Whitehead
Solomon Radner
City Manager
Erik Tungate

MINUTES
REGULAR MEETING
CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION
THURSDAY, May 9, 2024@7p
COMMUNITY CENTER

1. CALL TO ORDER

a. Time: 7:11p.m.

2. ROLL CALL

a. City Council:

Council Member Shaun Whitehead x

b. Commissioners:

Stephanie Crawford <u> x </u>	Sarah Davidson <u> </u>	Rosetta Kincaid <u> x </u>
Terri McQueen <u> x </u>	Sudha Chandra Sekhar <u> </u>	Avi Snider <u> </u>
Michele Stevenson <u> x </u>	Lonnie K. Tabb-Upshaw <u> x </u>	Carla Wallace <u> x </u>
Donny Wilson <u> x </u>	Dawn Henry <u> x </u>	

c. City Liaison:

Director Courtney Flynn x

i. Kelly Porter

d. APPROVAL OF AGENDA

i. **Date:** April 11, 2024

ii. **Motion** Terri M. Seconded Michele S.

Approved x

APPROVAL OF MINUTES

i **Date** May 9, 2024

Motion Terri M.

Seconded Lonnie T.

Approved x

f. OLD BUSINESS: 2024

Art Gallery, Director Courtney F.

Artist Paul Kleiner, installed, til July/August 2024
artist reception, cancel May 20, reschedule for
June 6, June 3, or 17? Artist prefers June 6. Also happens to be the
state of the city address same evening.
Sharon Floyd, Aug. 2024-November 2024

World Dance Day 2024

Lonnie T. was a great emcee and organized the annual event.
Was a lovely World Dance Day but attendance was down, could
have been weather early in the day. Water bottles left over from
event will be used for Juneteenth. Select Wine Shop donated 240
mini bottles for the event. Stephanie C. brought cupcakes, cookies
& water. Cupcakes that were left over was donated to Public
Safety. Next year, try to figure out a way to have video of days
event in changing area for other event participants to see event
live. Crystal's daughter Nora was a delight with her delivering
water bottles to the performers rooms!

g. NEW BUSINESS: 2024

Juneteenth 2024, June 19, 4-9p.m.

Program for the day,
4p. Walk & health truck
5-7, Program with speakers & winners of essay contest
Fashion show, elected officials,
monologue performance "Trayvon Martin"
Oak Park High School Band will perform
One person mime performance?
7-9, Concert "Back in the Day" ending the evening.
Good response to essay contest, 30+ entries of music, art, poetry &
video from Junior High & High school students. Stage is booked,
Band "Back in the Day" recently played at the NFL Draft event
in downtown Detroit. Need help grading essays with rubric to
select 10 winners.
\$400.00 for books to donate at event,
purchased through the library.
Event meetings need to meet up once a week of event.
Dates will to be provided.

Carla W. Motioned for additional \$3,000.00 for event to cover additional
costs. Terri M. Seconded
All in attendance unanimously to agreed to the motion.

Fourth of July Parade

Application is due. Stephanie C. Offered to drive her convertible,
Donny, Avi, Shaun, maybe Dawn will walk/participate
Hand out 300pc candy or stickers?

Oak Park Film Fest 2024, September 6 & 7, Donny wants to show how to use
Film Freeway to vote on submitted films. Need to use council
chambers AV room.

h. COMMISSIONER REPORTS

Michele S. reported a lone male yelled obscenities & threw work gloves at
members of Beth Shalom on Lincoln West of Coolidge Hwy.

Terri M. shared that they will be recognized for their musical contributions to the
City of Detroit.

3. ADJOURNMENT

- a. **Next Meeting:**_____June 13, 2023@ 7p._____
- b. **Time of Adjournment:**_____8:11p._____



CITY OF OAK PARK, MI STAFF REPORT

5.D

AGENDA FOR: June 17, 2024

SUBJECT: Request to advertise for bids for the Fenceline Restoration Project, M-776

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Bid documents are being prepared for the City's Fenceline Restoration Project, M-776. This project will restore the grass along the fencelines completed in 2023 on Nine Mile, between Sussex and Stratford and on Greenfield Rd, between Kenwood and north of Northfield Blvd. The project will complete the restoration that was not completed by the original fence contractor.

FINANCIAL STATEMENT: Funding is available in the Other Parks, Capital Outlay (101-18-444-970) in the amount of \$17,887.55 as retainage from the previous project. We will be pursuing reimbursement funding from the original contractor through our legal counsel for any of the project balance for these expenditures.

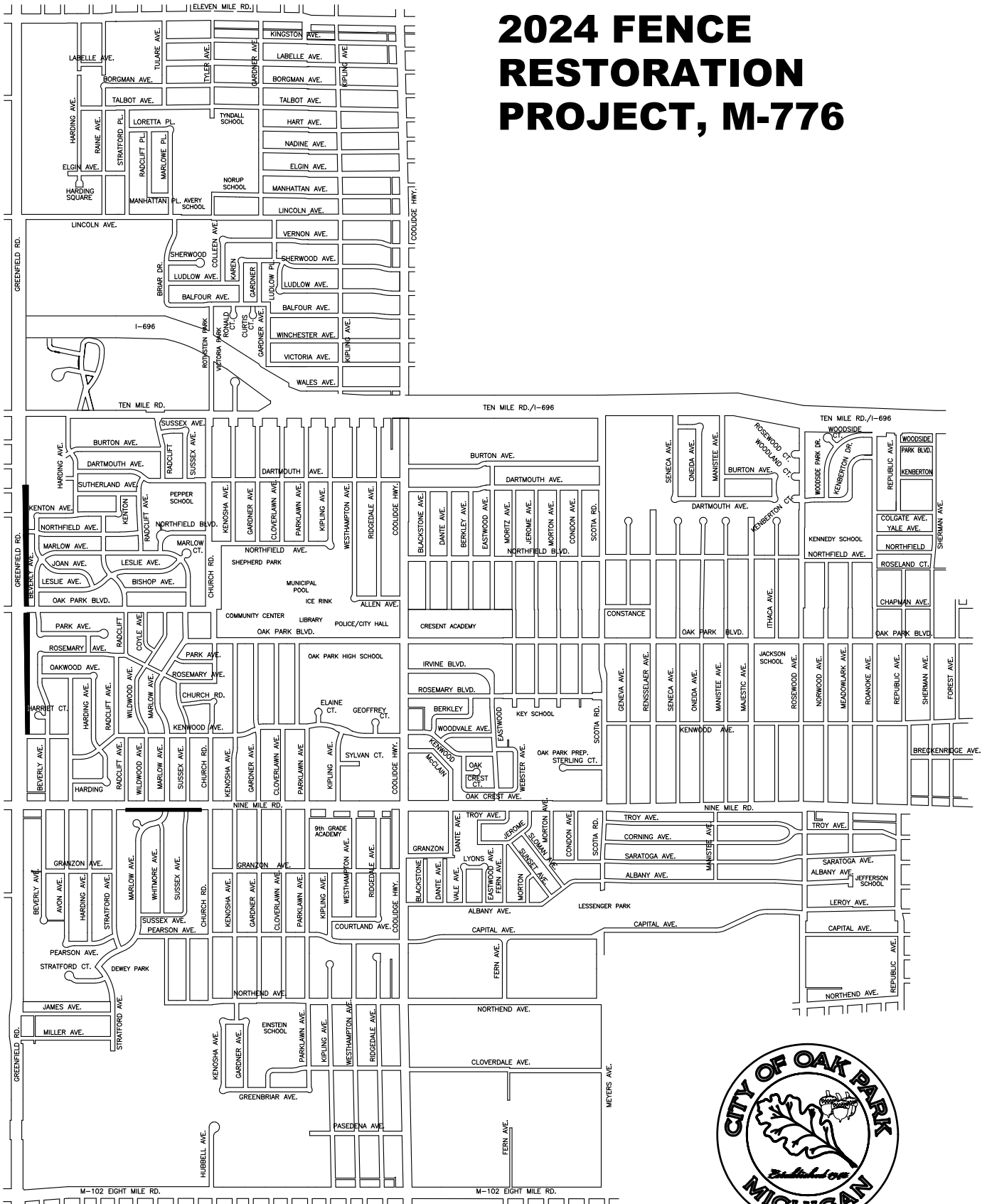
RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the Fenceline Restoration Project, M-776 be approved. Funding is available in the Other Parks, Capital Outlay (101-18-444-970) for these expenditures and any restoration costs over that amount will be submitted for reimbursement to the original contractor through legal counsel.

EXHIBITS:

1. M776 AREA MAP

City of Oak Park

2024 FENCE RESTORATION PROJECT, M-776





CITY OF OAK PARK, MI STAFF REPORT

5.E

AGENDA FOR: June 17, 2024

SUBJECT: Approval of Pay Application No. 2 for the 2024 Water Main Replacement Project, M-764 in the amount of \$215,016.10

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is proposed Pay Application No. 2 for the 2024 Water Main Replacement Project, M-764 by Aielli Construction Company Inc. of Shelby Township, MI. This project includes water main replacement at the locations shown on the attached map. The project is approximately 27% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$2,240,831.75
Total Earnings to Date:	\$598,960.51
Less Retainage:	\$59,896.05
Net Earned:	\$539,064.46
Deductions	\$0.00
Balance	\$539,064.46
Payments To Date	\$324,048.36
Amount Due Aielli Construction Company Inc.:	\$215,016.10

RECOMMENDED ACTION: It is recommended that Pay Application No. 2 for the 2024 Water Main Replacement Project to Aielli Construction Company Inc. of Shelby Township, MI be approved for the amount of \$215,016.10. Funding is available in the Water and Sewer Fund (592-18-538-970) and the Major Streets Fund (202-18-479-970) for this expenditure.

EXHIBITS:

1. M-764 pay 2 - signed
2. Oak Park Blvd water main
3. Lincoln Budget Map

PAYMENT APPLICATION

PROJECT: 2024 Water Main Replacement Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Aielli Construction Company Inc.
 47742 Van Dyke Ave
 Shelby Twp., MI 48317

JOB NUMBER: M-764
APPLICATION NO.: 2
PERIOD ENDING: 6/7/24
PAGE: 1 of 2

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	\$16,453.14	0.00	\$0.00	0.75	\$12,339.86
2	Minor Traffic Device, Modified SP	1	LSUM	\$8,600.92	0.00	\$0.00	0.75	\$6,450.69
3	Pavement Removal, Modified SP	5,295	SYD	\$5.66	1,286.93	\$7,284.02	3,374.85	\$19,101.65
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	27	EACH	\$94.61	0.00	\$0.00	20.00	\$1,892.20
5	Project Cleanup	1	LSUM	\$4,551.82	0.00	\$0.00	0.00	\$0.00
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	3,400	SYD	\$9.39	0.00	\$0.00	0.00	\$0.00
7	Gate well , 1040C Frame and Cover	16	EACH	\$730.30	10.00	\$7,303.00	14.00	\$10,224.20
8	Sanitary Manhole 1040A Frame and Cover	2	EACH	\$730.30	0.00	\$0.00	0.00	\$0.00
9	Catch Basin 5080M3 6 Hole Frame and Cover	2	EACH	\$730.30	0.00	\$0.00	0.00	\$0.00
10	Underdrain Subgrade, Open Graded 6", Modified SP	25	LFT	\$38.15	80.00	\$3,052.00	80.00	\$3,052.00
11	Conc. Pavt. 24" curb and gutter Section, Non-Reinf. 7", Modified SP	28	LFT	\$37.72	0.00	\$0.00	0.00	\$0.00
12	Conc. Pavt W/integral curb and gutter, Non-Reinf. 9", Modified SP	31,250	SYD	\$85.16	0.00	\$0.00	0.00	\$0.00
13	Conc. Pavt W/integral curb and gutter, Non-Reinf. 7", Modified SP	250	SYD	\$71.15	0.00	\$0.00	0.00	\$0.00
14	Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk	8,820	SFT	\$7.86	0.00	\$0.00	0.00	\$0.00
15	Sidewalk Conc. NonReinf. Modified SP 6" Conc. Sidewalk	8,230	SFT	\$9.02	0.00	\$0.00	0.00	\$0.00
16	Sidewalk Curb	20	LFT	\$65.58	0.00	\$0.00	0.00	\$0.00
17	Class A Sodding, Modified SP	2,450	SYD	\$12.66	0.00	\$0.00	0.00	\$0.00
18	Water Main D.I CL 54 8" Trench Det B Modified	4,700	LFT	\$133.59	1,112.39	\$148,604.18	3,134.72	\$418,767.24
19	Oak Park Blvd. Water Main Connection "A" Oak Park Blvd. @ Greenfield	1	LSUM	\$7,656.58	0.00	\$0.00	0.00	\$0.00
20	Oak Park Blvd. Water Main Connection "B" Oak Park Blvd. @ Beverly Ave. (North Side)	1	LSUM	\$5,593.68	0.00	\$0.00	0.00	\$0.00
21	Oak Park Blvd. Water Main Connection "C" Oak Park Blvd. @ Beverly Ave. (South Side)	1	LSUM	\$5,593.68	0.00	\$0.00	0.00	\$0.00
22	Oak Park Blvd. Water Main Connection "D" Oak Park Blvd. @Stratford Ave.	1	LSUM	\$5,593.68	0.00	\$0.00	0.00	\$0.00
23	Oak Park Blvd. Water Main Connection "E" Oak Park Blvd. @ Radclift Ave.	1	LSUM	\$5,593.68	0.00	\$0.00	0.00	\$0.00
24	Oak Park Blvd. Water Main Connection "F" Oak Park Blvd. @ Coyle Ave.	1	LSUM	\$4,651.62	0.00	\$0.00	0.00	\$0.00
24	Oak Park Blvd. Water Main Connection "G" Oak Park Blvd. @ Wildwood Ave.	1	LSUM	\$4,651.62	0.00	\$0.00	0.00	\$0.00
25	Oak Park Blvd. Water Main Connection "H" Oak Park Blvd. @ Marlow Ave. (North Side)	1	LSUM	\$4,651.62	0.00	\$0.00	0.00	\$0.00
26	Oak Park Blvd. Water Main Connection "I" Oak Park Blvd. @ Marlow Ave. (South Side)	1	LSUM	\$5,593.68	0.00	\$0.00	0.00	\$0.00

27	Oak Park Blvd. Water Main Connection "J" Oak Park Blvd. @ Church St. (North Side)	1	LSUM	\$5,593.68	0.00	\$0.00	0.00	\$0.00
28	Oak Park Blvd. Water Main Connection "K" Oak Park Blvd. @ Church St. (South Side)	1	LSUM	\$5,593.68	0.00	\$0.00	0.00	\$0.00
29	Lincoln Ave. Water Main Connection "L" Lincoln Ave. @ 14060 Lincoln Ave.	1	LSUM	\$5,593.68	0.00	\$0.00	0.00	\$0.00
30	Lincoln Ave. Water Main Connection "M" Lincoln Ave. @ Coolidge Hwy.	1	LSUM	\$10,430.08	0.00	\$0.00	0.00	\$0.00
31	Install Fire Hydrant EJIW 5BR-250	12	EACH	\$6,480.74	2.00	\$12,961.48	6.00	\$38,884.44
32	Install 8" Gate Valve and Well	16	EACH	\$5,465.61	10.00	\$54,656.10	14.00	\$76,518.54
33	Remove & Replace Short Side Service Curb Box 3/4" to 2"	18	EACH	\$927.47	0.00	\$0.00	0.00	\$0.00
34	Service Transfers	71	EACH	\$667.33	0.00	\$0.00	0.00	\$0.00
35	3/4" to 2" Diameter Type K Copper	485	LFT	\$41.05	0.00	\$0.00	0.00	\$0.00
36	Remove Existing Fire Hydrant	6	EACH	\$311.28	0.00	\$0.00	0.00	\$0.00
37	Remove Existing Gate Valve and Well	12	EACH	\$378.75	0.00	\$0.00	0.00	\$0.00
38	Drainage Structure Adjust	4	EACH	\$266.55	0.00	\$0.00	0.00	\$0.00
39	Crossing Existing Water Mains, Sewers, and sewer leads	20	EACH	\$695.19	0.00	\$0.00	1.00	\$695.19
40	Cast in Place Detectable, Tactile warning Surfaces	460	SFT	\$39.78	0.00	\$0.00	0.00	\$0.00
41	Abandon Existing Water Main, Oak Park Blvd. Water main	1	LSUM	\$20,910.80	0.00	\$0.00	0.00	\$0.00
42	Abandon Existing Water Main, Lincoln Ave. Water main	1	LSUM	\$10,753.12	0.00	\$0.00	0.00	\$0.00
43	Maintenance Gravel, Modified SP	1,000	TON	\$28.16	179.19	\$5,045.99	391.85	\$11,034.50
44	Salvage Sign, Modified SP	10	EACH	\$105.32	0.00	\$0.00	0.00	\$0.00
45	Unidentified Irrigation System Repairs - Sprinkler Lines	500	LFT	\$6.45	0.00	\$0.00	0.00	\$0.00
46	Unidentified Irrigation System Repairs - Sprinkler Heads	100	EACH	\$69.88	0.00	\$0.00	0.00	\$0.00

\$238,906.77

\$598,960.51

Original Contract Amount: \$2,240,831.75

Earnings This Period:	\$238,906.77
Total Earnings to Date:	\$598,960.51
Less Retainage:	\$59,896.05
Net Earned:	\$539,064.46
Deductions:	\$0.00
Balance:	\$539,064.46
Payments to Date:	\$324,048.36

Amount Due: \$215,016.10

Accepted By:



Aielli Construction Company Inc.

Date: 06/10/2024



Kara Grisamer, P.E.
City of Oak Park, Michigan

Date: 06/10/2024

Created:	2024-06-10
By:	Kara Grisamer (kgrisamer@oakparkmi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU4Xqi0s2NuESHVuCRGN5t1lcnufrn5eD

"pay 2" History

-  Document created by Kara Grisamer (kgrisamer@oakparkmi.gov)
2024-06-10 - 3:02:45 PM GMT- IP address: 12.14.25.194
-  Document emailed to Paolo Iacobacci (paolo@aiellicc.com) for signature
2024-06-10 - 3:03:19 PM GMT
-  Email viewed by Paolo Iacobacci (paolo@aiellicc.com)
2024-06-10 - 3:04:11 PM GMT- IP address: 96.66.5.225
-  Document e-signed by Paolo Iacobacci (paolo@aiellicc.com)
Signature Date: 2024-06-10 - 3:05:35 PM GMT - Time Source: server- IP address: 96.66.5.225
-  Document emailed to Kara Grisamer (kgrisamer@oakparkmi.gov) for signature
2024-06-10 - 3:05:36 PM GMT
-  Email viewed by Kara Grisamer (kgrisamer@oakparkmi.gov)
2024-06-10 - 5:12:41 PM GMT- IP address: 12.14.25.194
-  Document e-signed by Kara Grisamer (kgrisamer@oakparkmi.gov)
Signature Date: 2024-06-10 - 5:12:50 PM GMT - Time Source: server- IP address: 12.14.25.194
-  Agreement completed.
2024-06-10 - 5:12:50 PM GMT

Water Estimate: \$1,100,000

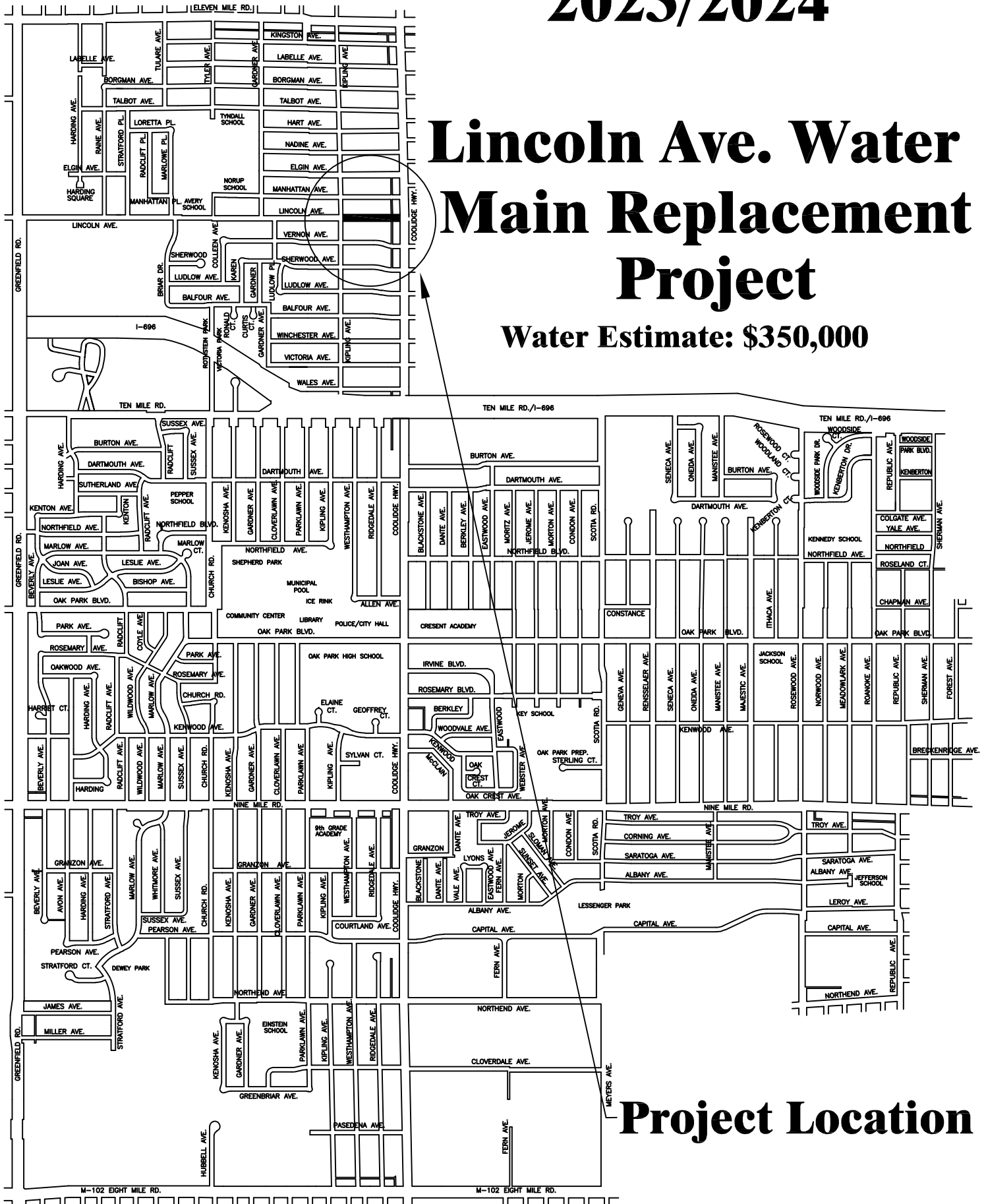


City of Oak Park

2023/2024

Lincoln Ave. Water Main Replacement Project

Water Estimate: \$350,000



Project Location



CITY OF OAK PARK, MI STAFF REPORT

5.F

AGENDA FOR: June 17, 2024

SUBJECT: Approval of Pay Application No. 2 for the Water Service Line Hydro Excavation Project, M-736 in the amount of \$47,985.97

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is proposed Pay Application No. 2 for the Water Service Line Hydro Excavation Project, M-736 by Duke's Root Control of Elgin, Illinois. This project includes water service line locating with hydro excavation throughout the city as required by the State of Michigan. The project is approximately 45% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$224,890.94
Total Earnings to Date:	\$102,296.75
Less Retainage:	\$10,229.68
Net Earned:	\$92,067.07
Deductions:	\$0.00
Balance:	\$92,067.07
Payments to Date:	\$44,081.10
Amount Due to Duke's Root Control:	\$47,985.97

RECOMMENDED ACTION: It is recommended that Pay Application No. 2 for the Water Service Line Hydro Excavation Project to Duke's Root Control of Elgin, Illinois be approved for the amount of \$47,985.97. Funding is available in the Water and Sewer Fund (592-18-538-970) for this expenditure. We were also awarded a Drinking Water Asset Management (DWAM) Grant for this project. We will be reimbursed by the State of Michigan a total of \$180,981.00.

EXHIBITS:

1. M-736 pay 2 - signed

PAYMENT APPLICATION

WATER SERVICE LINE HYDRO EXCAVATION PROJECT

JOB NUMBER: M-736

CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 2

CONTRACTOR: DUKE'S ROOT CONTROL
400 AIRPORT ROAD, SUITE E
ELGIN, IL 60123

PERIOD ENDING: 6/7/2024

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY		UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Mobilization, Max 5%	1	LSUM	\$7,500.00	0.00	\$0.00	0.75	\$5,625.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$5,105.00	0.75	\$3,828.75	0.75	\$3,828.75
3	Pavement Removal, Modified SP	300	SYD	\$34.25	0.00	\$0.00	0.00	\$0.00
4	Hydro-Excavation of Service Line	370	EACH	\$409.00	121.00	\$49,489.00	227.00	\$92,843.00
5	Sidewalk Conc.- Non Reinf., Modified SP 4" Conc. Sidewalk	2,000	SFT	\$13.00	0.00	\$0.00	0.00	\$0.00
6	Sidewalk Conc.- Non Reinf., Modified SP 6" Conc. Sidewalk/Drive Approach	700	SFT	\$15.00	0.00	\$0.00	0.00	\$0.00
7	Project Clean up	1	LSUM	\$14,180.94	0.00	\$0.00	0.00	\$0.00

Period Total Amount: \$53,317.75 Amount to Date: \$102,296.75

Original Contract Amount

\$224,890.94

Earnings This Period: \$53,317.75
Total Earnings to Date: \$102,296.75
Less Retainage: \$10,229.68
Net Earned: \$92,067.07
Deductions: \$0.00
Balance: \$92,067.07
Payments to Date: \$44,081.10

AMOUNT DUE DUKE'S ROOT CONTROL: \$47,985.97

Accepted By: David Weber
David Weber (Jun 10, 2024 14:01 EDT)
Duke's Root Control

Date: 06/10/2024

Approved By: Kara M. Grisamer
Kara Grisamer P.E., City Engineer
City of Oak Park, Michigan

Date: 06/10/2024

Created:	2024-06-10
By:	Kara Grisamer (kgrisamer@oakparkmi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAgjaNcCOshXUmGCvGugyzjJVtYoZtAcHJ

"pay 2" History

-  Document created by Kara Grisamer (kgrisamer@oakparkmi.gov)
2024-06-10 - 3:09:36 PM GMT- IP address: 12.14.25.194
-  Document emailed to David Weber (dweber@dukes.com) for signature
2024-06-10 - 3:10:02 PM GMT
-  Email viewed by David Weber (dweber@dukes.com)
2024-06-10 - 3:12:11 PM GMT- IP address: 52.202.236.132
-  Document e-signed by David Weber (dweber@dukes.com)
Signature Date: 2024-06-10 - 6:01:11 PM GMT - Time Source: server- IP address: 50.173.166.210
-  Document emailed to Kara Grisamer (kgrisamer@oakparkmi.gov) for signature
2024-06-10 - 6:01:13 PM GMT
-  Email viewed by Kara Grisamer (kgrisamer@oakparkmi.gov)
2024-06-10 - 8:09:16 PM GMT- IP address: 12.14.25.194
-  Document e-signed by Kara Grisamer (kgrisamer@oakparkmi.gov)
Signature Date: 2024-06-10 - 8:09:26 PM GMT - Time Source: server- IP address: 12.14.25.194
-  Agreement completed.
2024-06-10 - 8:09:26 PM GMT



CITY OF OAK PARK, MI STAFF REPORT

5.G

AGENDA FOR: June 17, 2024

SUBJECT: Request to approve Payment Application No. 7 for the 2023 Block Pruning Project, M-748, to Urban Tree Trimming of Detroit MI in the amount of \$4,100.00

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Payment Application No. 7 for the 2023 Block Pruning Project, M-748.

FINANCIAL STATEMENT: Attached is Payment Application No. 7 for the 2023 Block Pruning Project, M-748. This project includes the trimming, removal, and stumping of select trees around the City of Oak Park. This project is currently 90% complete.

RECOMMENDED ACTION: It is recommended that Payment Application No. 7 for the 2023 Block Pruning Project, M-748, to Urban Tree Trimming of Detroit MI, be approved in the amount of \$4,100.00. Funding is available in the Major Streets (202-18.479-801) and Local Streets (203-18.479-801) funds for this expenditure.

EXHIBITS:

1. Payment No. 7

PAYMENT APPLICATION

PROJECT: 2023 Block Pruning Project

JOB NUMBER: M-748

OWNER: City of Oak Park, MI

APPLICATION NO.: 7

CONTRACTOR: Urban Tree Trimming
5671 Trumbull
Detroit, MI 48208

PERIOD ENDING: June 5, 2024

ITEM NO.	ITEM DESCRIPTION	UNIT	BID PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Traditional Block Pruning (Raising)	Per Tree	\$70.00	5.00	\$350.00	28.00	\$1,960.00
2	Crown Cleaning	Per Tree	\$125.00	30.00	\$3,750.00	366.00	\$45,750.00
3	Tree Removals, 8" to 19" DBH	Per Tree	\$375.00	0.00	\$0.00	50.00	\$18,750.00
4	Tree Removals, 20" to 27" DBH	Per Tree	\$675.00	0.00	\$0.00	4.00	\$2,700.00
5	Tree Removals, 28" to 35" DBH	Per Tree	\$1,250.00	0.00	\$0.00	3.00	\$3,750.00
6	Tree Removals, 36" to 43" DBH	Per Tree	\$2,275.00	0.00	\$0.00	4.00	\$9,100.00
7	Tree Removals, 44" and over DBH	Per Tree	\$3,255.00	0.00	\$0.00	0.00	\$0.00
8	Stump Removal, 8" to 19" DBH	Per Tree	\$100.00	0.00	\$0.00	50.00	\$5,000.00
9	Stump Removal, 20" to 27" DBH	Per Tree	\$175.00	0.00	\$0.00	1.00	\$175.00
10	Stump Removals, 28" to 35" DBH	Per Tree	\$220.00	0.00	\$0.00	0.00	\$0.00
11	Stump Removal, 36" to 43" DBH	Per Tree	\$310.00	0.00	\$0.00	3.00	\$930.00
12	Stump Removals, 44" and over DBH	Per Tree	\$425.00	0.00	\$0.00	0.00	\$0.00

Period Amount:	\$4,100.00	Total Amount:	\$88,115.00
-----------------------	-------------------	----------------------	--------------------

Original Contract Amount: \$95,000.00

Earnings This Period: \$4,100.00

Total Earnings to Date: \$88,115.00

Deductions: \$0.00

Payments to Date: \$84,015.00

Amount Due to Urban Tree Trimming: **\$4,100.00**



CITY OF OAK PARK, MI STAFF REPORT

5.H

AGENDA FOR: June 17, 2024

SUBJECT: Payment Application No. 2 (Final) for the 2023 Shepherd Park Restroom Project, M-759

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Attached is Payment Application No. 2 (final) for the 2023 Shepherd Park Restroom Project, M-759 by KAB Enterprises, of Lincoln Park, MI. The restroom has been delivered and placed on the pad. This portion of the project is now complete.

FINANCIAL STATEMENT:

Original Contract Amount	\$139,809.75
Change Order No. 1	\$8,275.00
Current Contract Amount	\$148,084.75
Earnings this period	\$74,042.37
Earnings to date	\$148,084.75
Deductions	\$0.00
Payments to date	\$74,042.38
Amount due to KAB Enterprises:	\$74,042.37

RECOMMENDED ACTION: It is recommended City Council approve Payment Application No. 2 (final) for the 2023 Shepherd Park Restroom Project, M-759 for the total amount of \$74,042.37. Funding is available in the Parks and Recreation Improvement Fund for this expenditure.

EXHIBITS:

1. Pay Application No. 2 (final)

PAYMENT APPLICATION

PROJECT: 2023 Shepherd Park Restroom Project

JOB NUMBER: M-759

OWNER: City of Oak Park, MI

APPLICATION NO.: 2 (final)

CONTRACTOR: KAB Enterprises, Inc.
3318 Fort Street
Lincoln Park, MI 48146

PERIOD ENDING: June 7, 2024

ITEM NO.	ITEM DESCRIPTION	UNIT	BID PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Precast Concrete Restroom Structure from Easi-Set	LSUM	\$139,809.75	0.50	\$69,904.87	1.00	\$139,809.75
2	Stainless Steel fixtures and Exterior Lighting	LSUM	\$8,275.00	0.50	\$4,137.50	1.00	\$8,275.00

Period Amount:	\$74,042.37	Total Amount:	\$148,084.75
----------------	-------------	---------------	--------------

Original Contract Amount: \$139,809.75
Proposed Change Order No. 1: \$8,275.00
New Contract Amount: \$148,084.75

Earnings This Period: \$74,042.37

Total Earnings to Date: \$148,084.75
Deductions: \$0.00
Payments to Date: \$74,042.38

Amount Due to KAB Enterprises. Inc.: \$74,042.37

Jonathan Balogh
[Jonathan Balogh \(Jun 12, 2024 09:24 EDT\)](#)

KAB Enterprises, Inc.

Date

David DeCoster, City of Oak Park

Date



CITY OF OAK PARK, MI STAFF REPORT

5.I

AGENDA FOR: June 17, 2024

SUBJECT: Request to approve Payment Application No. 2 for the 2024 Lawn Maintenance Contract, to Capital Landscapes of Oak Park, MI in the amount of \$13,956.50.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Payment Application No. 2 for the 2024 Lawn Maintenance Contract.

FINANCIAL STATEMENT: Attached is Payment Application No. 2 for the 2024 Lawn Maintenance Contract. This contract maintains the lawns in the City's parks, grounds, and rights of way.

RECOMMENDED ACTION: It is recommended that Payment Application No. 2 for the 2024 Lawn Maintenance Contract, to Capital Landscapes of Oak Park, MI be approved in the amount of \$13,956.50. Funding is available in the Major Streets (202-18.479-801), Local Streets (203-18.479-801), Water / Sewer (592-18.540-930), and Public Works (101-18.443-801 and 101-18.444-801) funds for this expenditure.

EXHIBITS:

1. Pay Application 2

PAYMENT APPLICATION

PROJECT: 2024 Lawn Maintenance Contract

APPLICATION NO.: 2

OWNER: City of Oak Park, MI

PERIOD ENDING: June 7, 2024

CONTRACTOR: Capital Landscapes
21700 Wyoming, Suite B
Oak Park, MI 48237

ITEM NO.	ITEM DESCRIPTION	ORIGINAL BID QUANTITY	BID PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Kingston / Water tank / Gardens (behind parking)	28 Weeks	\$140.00	4.00	\$560.00	8.00	\$1,120.00
2	Harding Tot Lots (Dead end of Harding)	28 Weeks	\$30.00	4.00	\$120.00	6.00	\$180.00
3	Tyler Park (adjacent to Tyndall School)	28 Weeks	\$270.00	4.00	\$1,080.00	6.00	\$1,620.00
4	Lincoln Blvds. (Greenfield Rd. to Coolidge Hwy.)	28 Weeks	\$100.00	4.00	\$400.00	8.00	\$800.00
5	Rothstein / Victoria Parks	28 Weeks	\$660.00	3.00	\$1,980.00	6.00	\$3,960.00
6	I-696, 10 Mile Road - Greenfield to Sherman Bridge	28 Weeks	\$315.00	3.50	\$1,102.50	6.50	\$2,047.50
7	10 Mile Pump Station area (13641 Ten Mile Rd.)	28 Weeks	\$20.00	4.00	\$80.00	7.00	\$140.00
8	Greenfield green belts (north and south of Oak Park Blvd.)	28 Weeks	\$133.00	4.00	\$532.00	6.00	\$798.00
9	Oak Park Blvds. (Greenfield Rd. to Ferndale)	28 Weeks	\$200.00	3.00	\$600.00	6.00	\$1,200.00
10	City Complex (not including Shepherd Park)	28 Weeks	\$305.00	4.00	\$1,220.00	8.00	\$2,440.00
11	Nine Mile and Coolidge Intersection	28 Weeks	\$150.00	2.00	\$300.00	5.00	\$750.00
12	9 Mile Road green belts (McClain to Rosewood Ave.)	28 Weeks	\$220.00	3.00	\$660.00	6.00	\$1,320.00
13	9 Mile Road green belts (Greenfield to Church)	28 Weeks	\$75.00	2.00	\$150.00	5.00	\$375.00
14	Hubbell / Stratford / Greenbriar Green belts	28 Weeks	\$180.00	4.00	\$720.00	6.00	\$1,080.00
15	8 Mile Pump Station (20751 Coolidge Hwy.)	28 Weeks	\$33.00	4.00	\$132.00	7.00	\$231.00
16	Oneida Blvds. (Seneca Ave. to Dartmouth Ave.)	28 Weeks	\$25.00	2.00	\$50.00	5.00	\$125.00
17	Majestic Outlot (dead end of Majestic)	28 Weeks	\$20.00	3.00	\$60.00	6.00	\$120.00
18	Northfield Blvds. (Coolidge Hwy. to Scotia Rd.)	28 Weeks	\$50.00	4.00	\$200.00	6.00	\$300.00
19	McClain / Granzon	28 Weeks	\$45.00	1.00	\$45.00	1.00	\$45.00
20	Troy Avenue green belt	28 Weeks	\$25.00	3.00	\$75.00	5.00	\$125.00
21	Lessenger Park	28 Weeks	\$95.00	4.00	\$380.00	7.00	\$665.00
22	Albany green belts (Coolidge Hwy. to Rosewood Ave.)	28 Weeks	\$325.00	4.00	\$1,300.00	7.00	\$2,275.00
23	DPW Service Center (10600 Capital Ave.)	28 Weeks	\$20.00	4.00	\$80.00	8.00	\$160.00
24	Meyers Blvds. (Capital Ave. to Eight Mile Road)	28 Weeks	\$80.00	4.00	\$320.00	6.00	\$480.00
25	Cul-de-Sacs (39 Locations around town)	28 Weeks	\$195.00	4.00	\$780.00	7.00	\$1,365.00
26	8 Mile Blvds. / Greenfield to Meyers (Mowing)	12 Weeks	\$315.00	2.00	\$630.00	4.00	\$1,260.00
27	8 Mile Blvds. / Greenfield to Meyers (Picking)	24 Weeks	\$200.00	2.00	\$400.00	4.00	\$800.00

Period Amount:	\$13,956.50	Total Amount:	\$25,781.50
-----------------------	--------------------	----------------------	--------------------

Original Contract Amount: \$96,499.20

Earnings This Period: \$13,956.50

Total Earnings to Date: \$25,781.50

Deductions: \$0.00

Payments to Date: \$11,825.00

Amount Due to Capital Landscapes: \$13,956.50

Accepted By: _____
Capital Landscapes

Date: _____

Approved By: _____
Scott LeMarbe, City of Oak Park

Date: _____



CITY OF OAK PARK, MI STAFF REPORT

5.J

AGENDA FOR: June 17, 2024

SUBJECT: Request to approve Payment Application No. 1 for the 2024 Landscape Maintenance Contract, to Capital Landscapes of Oak Park, MI in the amount of \$22,332.00.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Payment Application No. 1 for the 2024 Landscape Maintenance Contract

FINANCIAL STATEMENT: Attached is Payment Application No. 1 for the 2024 Landscape Maintenance Contract. This contract maintains the landscape beds along Nine Mile, at Nine Mile and Coolidge, City Complex, DPW, as well as the city welcome signs.

RECOMMENDED ACTION: It is recommended that Payment Application No. 1 for the 2024 Landscape Maintenance Contract, to Capital Landscapes of Oak Park, MI be approved in the amount of \$22,332.00. Funding is available in the Major Streets (202-18.479-801), Shepherd Park (101-18.443-801), and Other Parks (101-18.444-801) funds for this expenditure.

EXHIBITS:

1. Payment Application 1

PAYMENT APPLICATION

PROJECT: 2024 Landscape Maintenance Contract

APPLICATION NO.: 1

OWNER: City of Oak Park, MI

PERIOD ENDING: June 7, 2024

CONTRACTOR: Capital Landscapes
21700 Wyoming, Suite B
Oak Park, MI 48237

ITEM NO.	ITEM DESCRIPTION	ORIGINAL BID QUANTITY		BID PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Bi-weekly maintenance at the City Complex (See Exhibit A)	14	Weeks	\$1,600.00	2.00	\$3,200.00	2.00	\$3,200.00
2	Bi-weekly maintenance at the Nine Mile and Coolidge Hwy. Intersection (See Exhibit B)	14	Weeks	\$650.00	1.00	\$650.00	1.00	\$650.00
3	Bi-weekly maintenance at the city welcome signage and DPW Service Center (See Exhibit C)	14	Weeks	\$195.00	0.00	\$0.00	0.00	\$0.00
4	Bi-weekly maintenance at the Nine Mile Corridor (See Exhibit D)	14	Weeks	\$195.00	1.00	\$195.00	1.00	\$195.00
5	Fertilizer and Broadleaf application on all turf areas	4.00	Apps	\$1,287.00	1.00	\$1,287.00	1.00	\$1,287.00
6	Mulch placement (3" of Brown Double Shredded Hardwood)	150	CYD	\$70.00	150.00	\$10,500.00	150.00	\$10,500.00
7	Spring Clean up	1	Each	\$6,500.00	1.00	\$6,500.00	1.00	\$6,500.00
8	Fall Clean up	1	Each	\$8,125.00	0.00	\$0.00	0.00	\$0.00

Period Amount:	\$22,332.00	Total Amount:	\$22,332.00
-----------------------	--------------------	----------------------	--------------------

Original Contract Amount: \$67,233.00

Earnings This Period: \$22,332.00

Total Earnings to Date: \$22,332.00

Deductions: \$0.00

Payments to Date: \$0.00

Amount Due to Capital Landscapes: \$22,332.00

Accepted By: _____
Capital Landscapes

Date: _____

Approved By: _____
Scott LeMarbe, City of Oak Park

Date: _____

MERCHANT'S LICENSES - JUNE 17, 2024
(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
ICICLE CUP LLC	13211 CLOVERDALE AVE	\$150.00	PRODUCTION
EVER & EVER WEDDING STUDIO	23120 COOLIDGE HWY	\$150.00	EVENT PLANNING

RENEWALS FOR 2024	ADDRESS	FEES	BUSINESS TYPE
LUXURY HOMES	20830 COOLIDGE HWY	\$ 150.00	RETAIL
ORCHARD DISTRIBUTORS LLC	21000 COOLIDGE HWY	\$ 225.00	WAREHOUSE
SB IMPORT & EXPORT LLC	21000 COOLIDGE HWY	\$ 225.00	WHOLESALE
BELOVED MEMORIES	21470 COOLIDGE HWY A	\$ 187.50	OBITUARY SERVICES
THE BLIND FACTORY	25603 COOLIDGE HWY	\$ 150.00	RETAIL
ZUENE MICHIGAN STORAGE CENTERS LLC	15300 W EIGHT MILE RD	\$ 150.00	SELF STORAGE
CAMBRIDGE CHIROPRACTIC	21580 GREENFIELD RD	\$ 150.00	MEDICAL
HER CHIC APPEAL LLC	21700 GREENFIELD RD # 105	\$ 225.00	RETAIL
CHOCOLIT INK	21700 GREENFIELD RD # 249	\$ 225.00	INK SHOP
METRO PCS	21830 GREENFIELD RD # 102	\$ 187.50	RETAIL
HAIRBEAU	23300 GREENFIELD 223	\$ 187.50	HAIR SALON
FRESS IN	25900 GREENFIELD RD # 122	\$ 187.50	RESTAURANT
LARA STOP & SHOP INC	26700 GREENFIELD RD	\$ 150.00	GAS STATION
LIFE LINE NATION	8700 W NINE MILE RD	\$ 225.00	OFFICE
BEAU'TEES LAB LLC	10616 W NINE MILE RD	\$ 225.00	BEAUTY SALON
OAK PARK DENTAL CENTER	13730 W NINE MILE RD	\$ 150.00	MEDICAL



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

Invoice 626795

June 11, 2024

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Friday, May 31, 2024

\$14,583.33

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$14,583.33

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



GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 626796

June 11, 2024

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

Re: City of Oak Park v ATE Mile LLC

*Client 7406
Matter 49*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Friday, May 31, 2024

\$ 262.50

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$ 262.50

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



GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 626797

June 11, 2024

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

*Re: City of Oak Park v Oak Park Investment Group
& The Chaldean Catholic Church of the United
States*

*Client 7406
Matter 48*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Friday, May 31, 2024

\$ 927.50

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$ 927.50

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

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

Invoice Submitted to:

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

In Reference To: City of Oak Park/General Labor

Invoice No. 16300

Professional Services

6/01/2024	Services per Retainer Agreement for July 1, 2024 – September 30, 2024	\$ 18,000.00
	TOTAL	\$ 18,000.00
	BALANCE DUE	\$ 18,000.00 =====



CITY OF OAK PARK, MI STAFF REPORT

8.A.1

AGENDA FOR: June 17, 2024

SUBJECT: Approval of contract with Plante Moran Realpoint to analyze the city complex site for a new community center / senior housing.

DEPARTMENT: Administration

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: As the City embarks to build a new Community Center for its residents, it was determined that we needed to develop a site plan to determine the location of the new building and if it is feasible to construct Senior Housing. Plante Moran Realpoint will meet with appropriate staff to assist in evaluating the Shepherd Park building site and facilities including parking, surrounding conditions, and site utility locations to recommend a solution to support the desired operational programs. The site information will be provided by the City of Oak Park or their civil engineering consultant. Deliverables will include a program statement, concept plan graphics, and narrative. The provided information will help determine the potential location(s) for a Community Center and Senior Housing Development and will help craft the scope for the Senior Housing development RFP.

FINANCIAL STATEMENT: A budget amendment in the amount of \$12,000 will be needed to cover this expense and staff will work with the Finance Department as to which account to apply it to.

RECOMMENDED ACTION: It is recommended to approve the \$12,000 budget amendment and allow the City Manager to work with the City Attorney to approve the final contract with Plante Moran Realpoint for their consulting services. It is further recommended to allow the City Manager to execute the contract on behalf of the city.

EXHIBITS:

1. Oak Park Shepherd Park Site - Project Scope

April 24, 2024

DRAFT

Erik Tungate
Oak Park City Manager
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48237
248.691.7410

RE: Proposal for Consulting Services for the City of Oak Park Recreation/Community Center Project

Dear Erik:

Thank you for the opportunity to allow Plante & Moran Realpoint, L.L.C. ("PMR") to present this proposal to provide the Owner Representation and Consulting Services outlined in this letter (the "Services") to the City of Oak Park ("OP"). PMR agrees on behalf of itself and each of its employees that no such person or entity shall represent the products or services of any related architect, engineer, property owner, landlord, contractor or vendor.

ENGAGEMENT

It is our understanding that the engagement generally will involve providing consulting services to investigate the feasibility to provide a Community Center and Senior Housing development on the Sheppard Park site for OP (the "Project"). The consulting services to be provided by PMR for this engagement are more particularly described in the Scope of Services attached as Exhibit A (the "Services") and will be performed subject to the Terms and Conditions attached as Exhibit B.

In preparing this proposal, PMR has made the following key assumptions regarding this engagement. These key assumptions have been relied upon by PMR in determining the required Scope of Services designated on Exhibit A, PMR's compensation for its Services, and the terms of this engagement:

- The duration of the feasibility study is approximately one (1) month.
- OP will establish a single point of contact with the authority to make timely decisions, given OP's status as a public body, for this Project.
- PMR shall be entitled to rely on information provided by OP or provided on OP's behalf.

- Project Related Assumptions:
 - In November 2023, the citizens of the City of Oak Park passed a 2.4 mill, 20 year recreational operating bond generating +/- \$1.5 million per year and a 4 Mill 25 year general obligation bond for \$44 million.
 - The existing 56.8 acre Sheppard Park site will be evaluated to meet OP's program needs including a new Community Center and potential Senior Housing development.
 - Parking needs for the proposed buildings, existing buildings and site needs will be explored.
 - Site development for outdoor recreation spaces will be explored.
 - The Community Center programming and building size has been developed by the City of Oak Park and will be provided to PMR.
- OP will provide, or cause to be provided, full information necessary for PMR's services. This will include a site plan provided by a civil engineer containing the following items:
 1. Land ownership boundaries (Oak Park & Oakland County)
 2. Park Site Boundaries
 3. Set backs per current ordinance
 4. Easements
 5. Utilities and utility easements
 6. The City Hall geothermal field location
 7. Existing buildings/structures and their proximity to the property lines
 8. Existing building dimensions
 9. Existing Parking lots and parking lot space counts
 10. Existing curb cut locations
 11. Existing ball fields/athletic fields/site amenities
- The Project is to be constructed of normal, durable, and readily available materials, as used in the construction of similar facilities.
- OP will provide, or cause to be provided, full information necessary for PMR's services.
- PMR shall be entitled to rely on information provided by OP or provided on OP's behalf.

COMPENSATION

PMR will be compensated by OP for its Services in accordance with the payment terms in Exhibits A & B as follows:

Capital Planning and Feasibility Consulting Services

Fixed Fee – PMR shall be paid a fixed fee of Twelve Thousand No / 100 dollars (\$12,000.00).

Payments – PMR's fee shall be due and payable in one (1) payment.

Duration – PMR's Services will commence as of the Agreement's execution. The term of the Agreement shall continue for one (1) month from the effective date of the Agreement.

Reimbursables – PMR shall be reimbursed the actual out of pocket expenses (mileage, travel, reproduction, etc.) incurred by PMR in the performance of its Services which shall not exceed Five Hundred No / 100 dollars (\$500.00).

ACCEPTANCE & TERM

To accept this proposal including the terms of this letter and Exhibits A & B attached hereto, please sign below and return it to Robert Stempien. Upon execution, this proposal (including Exhibits A & B) will become a binding agreement (the "Agreement") between OP and PMR. Unless otherwise extended by PMR in writing, this proposal will expire 60 days from the date of this proposal.

Should you have any questions please contact me at 248-766-0996.

Sincerely,

PLANTE & MORAN REALPOINT, L.L.C.



Paul Wills
Partner

Robert Stempien
Senior Vice President

Andy Fountain
Senior Vice President

We accept this proposal, including Exhibit B attached hereto, which sets forth the entire Agreement between OP and PMR for the Services specified herein. We acknowledge that such acceptance creates a binding agreement between OP and PMR.

Accepted and Agreed:

City of Oak Park

By: Erik Tungate _____ Date _____

Its: Parks & Recreation Director

Exhibit A

Scope of Services

Upon execution of PMR's proposal dated April 24, 2024, this Exhibit A shall be incorporated into the Agreement between Plante & Moran Realpoint, L.L.C. ("PMR") and the City of Oak Park ("OP"). PMR shall provide to OP, in accordance with the terms and conditions set forth in Exhibit B, its Services comprised of the following:

Planning and Feasibility Consulting Services: Upon execution of the Agreement PMR shall commence providing capital planning and feasibility consulting services as set forth below:

Consulting Services:

- **Building/Site Visits and Investigations:** PMR will visit OP's Sheppard Park site, interview appropriate staff as necessary to assist in evaluating the Sheppard Park building site and facilities including parking, surrounding conditions, and site utility locations to recommend a solution to support the desired operational programs. The site information will be provided by the City of Oak Park or their civil engineering consultant. Deliverables will include a program statement, concept plan graphics, and narrative. The provided information will help determine potential location(s) for a Community Center and Senior Housing Development and will help craft the scope for the Senior Housing development RFP.

Exhibit B

Terms and Conditions

Upon execution of PMR's proposal dated April 24, 2024, this revised Exhibit B shall be incorporated into the Agreement between Plante & Moran Realpoint, L.L.C. ("**PMR**") and Oak Park ("**OP**").

1. PMR's SERVICES:

- 1.1. PMR's services (the "**Services**") include the consulting services designated on Exhibit A to the Agreement and additional services, if any, performed by PMR in connection with its engagement under the Agreement. PMR shall perform the Services in accordance with the Terms and Conditions in this Exhibit B.
- 1.2. PMR's Services are inherently advisory in nature. PMR has no responsibility for, nor do its Services include any management decisions or management functions of OP in connection with this engagement to provide the Services outlined herein. PMR and OP acknowledge that PMR shall have no authority, express or implied, to enter into written or oral agreements on behalf of OP, to take any other actions with respect to OP's projects, transactions, or other business affairs of OP, or to commit or otherwise obligate OP in any manner whatsoever. Further, OP acknowledges that OP is responsible for all such management decisions and management functions; for the evaluation of the adequacy and results of PMR's Services and for making decisions and the results of those decisions with regard to the assistance, advice, recommendations, and reporting provided by PMR in connection with its Services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with this Agreement.

2. OP RESPONSIBILITIES:

- 2.1. OP represents that its Designated Representative identified in assumptions to PMR's proposal has the necessary skill, knowledge, experience, and authority to act on OP's behalf to be the contact person for purposes of the communications between OP and PMR and to provide direction to PMR regarding the Project and PMR's Services.
- 2.2. OP shall provide full information to PMR regarding OP's requirements as necessary for the performance of PMR's Services.

- 2.3. OP shall provide information, review documents provided by PMR, and render decisions relating to PMR's Services on a timely basis so as not to delay the performance of PMR's Services.
 - 2.4. OP shall engage third parties to provide services, including by way of example, surveyors, testing consultants, architects, engineers, attorneys and risk management consultants, as reasonably required for the performance of PMR's Services.
 - 2.5. OP shall obtain all permits required for its use and operation of the project, facilities, and systems which are the subject of this engagement, including, by way of example, air and water discharge permits for operation of manufacturing process equipment.
 - 2.6. OP represents that it has, or will obtain, adequate financing for the Project which is the subject of this engagement and that the required funds will be available on a timely basis. OP acknowledges that OP 's failure to timely provide necessary funds as required may adversely affect the Project's cost and schedule.
 - 2.7. OP shall pay PMR for Services in accordance with the payment terms in the Agreement and these Terms and Conditions. For Services rendered, these rights and obligations shall survive the Agreement's termination or expiration.
 - 2.8. OP agrees to report promptly in writing to PMR any default or defect in PMR's services or non-conformance with any provision of this agreement.
 - 2.9. OP agrees during the term of this Agreement and for the period of one year after its completion or termination not to solicit for employment, on behalf of OP or any other entity, any PMR staff member or members working on the engagement under this Agreement, including former PMR staff members. OP acknowledges that PMR will incur substantial loss and damage if any of PMR's personnel terminate their employment with PMR to accept employment with OP or another entity engaged by OP, including without limitation the expense to train such personnel and loss of anticipated revenues. Accordingly, any provisions of this Agreement precluding claims for special, incidental and consequential damages, or otherwise limiting damages, shall not apply to actions by PMR to enforce this section.
- 3. PMR'S RESPONSIBILITIES:**
- 3.1. PMR shall perform the Services in accordance with the standard of professional skill and care exercised by other consultants performing similar services under similar circumstances.

- 3.2. PMR does not warrant or guarantee the outcome of project pro formas, budgets or other financial projections, or any other analysis (collectively "Analysis") developed by PMR for use in connection with its Services. Analysis prepared by PMR represents PMR's professional judgment as a consultant. It is recognized, however, that neither PMR nor OP has control over the cost of labor, materials or equipment, market conditions, contractors' methods of determining bid prices or other competitive bidding or negotiating conditions. PMR cannot and does not warrant or represent that the outcome of bids or negotiated prices will not vary from any project budget proposed, established or approved by OP, or from any Analysis prepared by PMR.
- 3.3. PMR shall not be responsible for the failure of engineers, architects, general contractors, subcontractors, vendors, attorneys, or other consultants to carry out their respective duties and obligations to OP. PMR is not responsible for the performance of any party not employed directly by PMR, and PMR is not responsible for the performance of consultants engaged by PMR in connection with PMR's Services under this Agreement.
- 3.4. PMR's Services do not include professional architectural or engineering services. PMR shall not be responsible for the design of any project, for any errors, omissions or other deficiencies in the construction drawings and specifications for a project, for any other error or omissions of architects or other design professionals, if any, in connection with a project, or for the failure of the construction drawings and specifications for a project to comply with the requirements of OP or OP's landlord or subtenants, or with applicable codes or legal requirements. It shall be the responsibility of OP's architects and engineers, not PMR, to identify building code and other legal requirements pertaining to the design of a project for OP. PMR's Services do not include with respect to any existing or planned building or property the identification or resolution of any life safety issues or the non-compliance with any building code or legal requirements.
- 3.5. PMR shall not be responsible for construction means, methods, techniques, sequences and procedures, and safety programs and measures employed by contractors or others in the performance of their contracts and shall not be responsible for the failure of any contractor or supplier to carry out work in accordance with the construction drawings and specifications or any other contract or legal requirements.
- 3.6. Any acts of PMR in providing consultation, advice and/or recommendations to OP regarding the performance or the default of OP's architect, contractor(s), vendors or other consultant(s), shall

not be deemed to be the assumption by PMR of management or control of the architect, contractor(s), vendors or consultants or of OP's project.

- 3.7. PMR is not an attorney at law, and the Services provided by PMR exclude professional legal services. If the scope of PMR's Services includes assistance with the negotiations of agreements on behalf of OP, such agreements shall be subject to OP's approval. OP shall provide for the review of such agreements by OP's attorneys and insurance consultants as deemed to be appropriate by OP.
- 3.8. PMR shall not be considered in breach of this Agreement, nor be liable, for any delay or failures in performance resulting from circumstances beyond its reasonable control including, without limitation, acts of God, acts of war or terrorism, shortage or disruption of materials or labor, accidents, epidemic, pandemic, quarantine, natural catastrophe or weather, or government acts or omission. Notwithstanding the foregoing, PMR and OP shall make a good faith effort to mitigate any impacts of such circumstances to PMR's Services.

4. COMPENSATION:

- 4.1. For the performance of Services, OP shall compensate PMR as provided in the Agreement. Unless provided otherwise in the Agreement, PMR shall submit monthly invoices for Services rendered by PMR to OP. All invoices shall be prepared in accordance with the compensation terms in the Agreement and OP agrees to pay invoices within thirty (30) days after receipt thereof; provided, however, that in the event OP disputes the accuracy for any invoice prepared and presented, payment for the portion which is disputed by OP may be withheld until such dispute is resolved. Time is of the essence with respect to OP's payment obligations hereunder. All billings not in dispute are payable within thirty (30) days of receipt of invoice.
- 4.2. PMR shall be entitled to additional compensation if any of the following occur: increase in the Scope of Services designated on Exhibit A or other changes in the scope of PMR's Services; change in any of the key assumptions of this engagement listed in the Agreement; change in the time period for performance of PMR's Services; change in the nature of the Services required to be performed, including changes that require more effort or resources of PMR; default of OP's architect, engineers, contractor(s), or other consultants or vendors; delay or interruption in the transaction or project; failure of OP to follow the advice and recommendations of PMR; or failure to provide adequate financing for the Project on a timely basis.

- 4.3. Should PMR be required to provide evidence, prepare for hearings, evaluate claims, assist in the review or preparation of claims or defenses, or otherwise participate or assist in the resolution of legal disputes either: (i) on behalf of OP or (ii) resulting from PMR's role providing its Services to OP (unless caused by PMR's gross negligence or intentional misconduct), PMR will be reimbursed on a "Time and Materials" basis, which is defined to mean the numbers of hours of Services performed by PMR's personnel multiplied by PMR's then current standard hourly rates ("Standard Hourly Rates") plus the direct cost incurred by PMR in performance of such services.
- 4.4. Any taxes or fees, enacted by local, state or federal government subsequent to the date of this agreement, and based on gross receipts or revenues will be added to the amounts due under this agreement, in accordance with any such fees or taxes.
- 4.5. The rights and obligations of this Article 4 shall survive the Agreement's termination or expiration.

5. LIMITATION ON LIABILITY:

- 5.1. In no event shall OP or PMR be liable to the other for special, incidental or consequential damages, including without limitation, loss of anticipated profits, revenue or use of capital, loss of use of leased spaces, and penalties imposed under the leases, whether based on contract, tort, negligence, strict liability or otherwise; provided, however, that the foregoing shall not limit or preclude a claim of PMR with respect to compensation due to PMR under this Agreement.
- 5.2. Except for amounts due PMR under this Agreement, either party's liability under this Agreement shall not in any event exceed the amounts of compensation for Services paid to PMR under this Agreement.
- 5.3. Except for actions to enforce payment to PMR, any claim or cause of action arising under or otherwise relating to this engagement must be filed within one (1) year of the events giving rise to the claim or cause of action.
- 5.4. The rights and obligations of this Article 5 shall survive the Agreement's termination or expiration.

6. ENVIRONMENTAL CONDITION OF SITE:

- 6.1. PMR's Services shall not include any services or responsibility (including for the detection, identification, prevention, collection of samples, testing of samples, abatement, or disposal)

related to known or unknown Constituents of Concern. Constituents of Concern shall include: (i) asbestos, (ii) petroleum, (iii) radioactive material, (iv) polychlorinated biphenyls (PCBs), (v) hazardous waste, (vi) lead, (vii) any viral, bacterial, or any other organism capable of inducing physical distress, harm, illness, or disease (including but not limited to any fungus, mold, mildew, mycotoxins, spores, or scents) or any byproduct thereof, or (viii) any other substance, product, waste, or other material listed under any other federal, state, or local (meaning any applicable jurisdiction) statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards concerning, any hazardous, toxic, or dangerous waste, substance, or material. The parties further acknowledge that PMR is not, and shall not be considered or required to be, an "owner," "arranger," "operator," "generator," or "transporter" of any Constituents of Concern.

7. MISCELLANEOUS:

- 7.1. Nothing contained in this Agreement shall create a contractual relationship or a cause of action in favor of a third party against either OP or PMR. The Services performed by PMR under this Agreement are for the sole benefit of OP, and shall not be relied upon by other parties.
- 7.2. PMR and OP may not assign their rights under this Agreement without the prior written consent of the other.
- 7.3. PMR shall be entitled to use OP's name, photographs, renderings, narrative descriptions and similar materials relating to PMR's Services in connection with publications, awards, press releases, and marketing materials.
- 7.4. Provided that OP has paid all amounts due to PMR under this Agreement, OP shall be entitled to use all studies, reports, summaries, cost estimates, budgets, and other documents prepared by PMR in the performance of its Services; provided, however that OP shall not disclose or permit other parties to use such information and documents. PMR shall be entitled to retain copies of such documents for PMR's files. Notwithstanding the foregoing, PMR shall retain all ownership and intellectual property rights in, and OP shall not use or permit the use by others of, all standard contract provisions and modifications, financial analysis programs and similar tools developed by PMR for PMR's use generally and not developed solely for purposes of this engagement.
- 7.5. Any disputes between OP and PMR relating to PMR's Services or this Agreement shall be governed by the laws of the State of Michigan without giving effect to any choice of law or

conflict of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Any controversy, dispute, or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding confidential arbitration in accordance with the applicable arbitration rules of the American Arbitration Association. Such confidential arbitration shall be held in Oakland County Michigan, and the judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction. In the event of any dispute between the parties arising out of or in connection with this Agreement or these Terms and Conditions, the prevailing party shall be entitled to recover its costs incurred in connection therewith, including reasonable attorney fees.

- 7.6. PMR and OP shall each maintain insurance coverage as deemed by each to be necessary for its own protection; provided, however, that OP shall include PMR as an additional insured under OP's general liability insurance policy with respect to claims and losses related to this engagement only. In addition, if PMR provides Services under this Agreement in connection with the construction of a project for OP, the following shall apply: (i) OP's general contractor's/construction manager's general liability insurance for such project shall include PMR as an additional insured; and (ii) PMR and OP shall each waive all rights against each other and the contractors, consultants, agents and employees of the other for any loss or damage, for which property insurance is maintained by the injured party, and PMR and OP each shall require appropriate similar waivers from their contractors, consultants and agents.
- 7.7. No failure by OP or PMR to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy for a breach of this Agreement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.
- 7.8. The rights and obligations of this Article 7 shall survive the Agreement's termination or expiration.

8. TERMINATION

- 8.1. This Agreement may be terminated by OP upon thirty (30) days prior written notice if PMR is in default under this Agreement and fails to cure such default within such thirty day period. In addition, provided that OP is acting in good faith, OP shall be entitled to terminate this Agreement without cause upon thirty (30) days prior written notice to PMR.

- 8.2. PMR may terminate this Agreement or suspend its Services upon thirty (30) days prior written notice in the event of any of the following defaults by OP and failure of OP to cure such default within such thirty (30) day period: OP fails to make payment of amounts due to PMR under this Agreement; OP fails to follow the advice or recommendations of PMR; or OP otherwise is in default under this Agreement.
- 8.3. If PMR's Services are suspended for more than thirty (30) consecutive days, PMR may terminate this Agreement upon thirty (30) days prior written notice to OP.
- 8.4. In the event this Agreement is terminated for any reason, PMR shall be compensated on an equitable basis for services performed as of the effective date of termination in accordance with this Agreement. Upon any such termination and payment of amounts due to PMR, the parties hereto shall be released of any and all further liability hereunder.
- 8.5. This Agreement shall commence upon execution of the Agreement between PMR and OP and shall continue in effect for the term described in the Agreement, as may be extended by agreement of the parties, unless terminated sooner under the terms of this Section.
- 9. THIS AGREEMENT:**
- 9.1. OP and PMR accept the obligations of good faith and fair dealing towards each other with respect to this engagement.
- 9.2. This Agreement includes the proposal executed by PMR and OP, Exhibit A Scope of PMR's Services, Exhibit B Terms and Conditions, and other documents, if any, listed in the Agreement. This Agreement sets forth the entire, integrated agreement between PMR and OP, supersedes all prior proposals, negotiations, representations and agreements, whether written or oral, between PMR and OP, and shall govern the relationship between PMR and OP with respect to all Services provided by PMR to OP in connection with the engagement described in the Agreement. This Agreement may be amended only by written instrument signed by both PMR and OP.
- 9.3. Neither this Agreement nor PMR's performance of Services shall be deemed to create a partnership or joint venture between OP and PMR.
- 9.4. The parties to this Agreement have jointly participated in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as jointly drafted by the parties hereto and no presumption of

burden of proof is to arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

DRAFT



CITY OF OAK PARK, MI STAFF REPORT

8.B.1

AGENDA FOR: June 17, 2024

SUBJECT: Resolution approving ABV Group, LLC, DBA Mother Handsome, for a Social District Permit.

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: The City of Oak Park created a Social District along Eleven Mile Road and has received a new application for a Social District Permit. ABC Group, LLC, DBA Mother Handsome at 14661 W. 11 Mile Rd., Suite 500, has submitted their application for a Social District Permit. MLCC requires the local government to approve each applicant to take part in the Social District before granting a license to do so. Attached is a resolution in support of this application.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: To adopt the resolution approving ABV Group, LLC, DBA Mother Handsome, for a Social District Permit.

EXHIBITS:

1. Resolution approving social district permit - Mother Handsome
2. Social District Permit Res - Mother Handsome

**CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN**

**RESOLUTION APPROVING ABV GROUP LLC, DBA MOTHER HANDSOME
FOR SOCIAL DISTRICT PERMIT**

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

WHEREAS, the city of Oak Park has received an application from ABV Group LLC, DBA Mother Handsome, 14661 W. 11 Mile Rd. Ste 500, Oak Park, MI 48237.

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

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

1. Grants local approval to the above licensees and recommends consideration and approval by the Michigan Liquor License Commission; and
2. Authorizes the mayor and city clerk to execute the social district local government unit approval for Social District permit with ABV Group LLC, DBA Mother Handsome on behalf of the city.

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED

T. Edwin. Norris
City Clerk

Dated:



Local Governmental Unit Approval For Social District Permit

Instructions for Governing Body of Local Governmental Unit:

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

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

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

the following resolution was offered:

Moved by _____ and supported by _____

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

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

Michigan Liquor Control Commission.

If not recommended, state the reason: _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the _____
council/board at a _____ meeting held on _____
(regular or special) (date) (name of city, township, or village)

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

Print Name of Clerk

Signature of Clerk

Date

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



CITY OF OAK PARK, MI STAFF REPORT

8.B.2

AGENDA FOR: June 17, 2024

SUBJECT: Resolution in support of the contract amendment for the American Rescue Plan Act Matching Fund Program

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: The Federal Government of the United States passed the American Rescue Plan Act in March of 2021 to establish the Coronavirus Local Fiscal Recovery Fund. Oakland County was allocated some of these funds in a Local Fiscal Recovery Fund. The City applied for a Grant from Oakland County as part of an infrastructure improvement grant for the replacement of the public parking lots and combined sewer serving the Water Tower Social District.

The City of Oak Park applied for these funds to use as part of the Eleven Mile Road Alleys and Parking Lots Reconstruction Project, M-694, between Tulare Ave. and Gardens Ave.

The original Resolution was approved by City Council at the regular City Council Meeting on September 6, 2022. Oakland County has since amended the contract to include some additional and modified legal language for City Council approval.

FINANCIAL STATEMENT: We were awarded reimbursement funds in the amount of \$100,000.00 as part of the program matching funds. If the amendment is not approved by City Council, they will rescind the grant money.

RECOMMENDED ACTION: It is recommended that the City Council approve the attached resolution of support for the amendment to the Matching Fund Program for the Water Tower Social District Eleven Mile Lot Reconstruction Project. It is further recommended to allow the City Manager to execute the agreement on behalf of the city.

EXHIBITS:

1. ARPA Amendment Resolution
2. Oak Park Amendment 1

3. 2022 ARPA Interlocal Agreement for Infrastructure Planning - Signed

**RESOLUTION ADOPTED BY THE
CITY OF OAK PARK OF THE COUNTY OF OAKLAND, MICHIGAN
UNDER DATE OF JUNE 17, 2024**

WHEREAS, the Oakland County Board of Commissioners established the Local Fiscal Recovery Fund Program (LFRF); and

WHEREAS, the City of Oak Park has applied for LFRF funding; and

WHEREAS, the City of Oak Park was awarded \$100,000.00 in LFRF reimbursement funds to be used on the Water Tower Social District Eleven Mile Lot Replacement Project, M-694; and

WHEREAS, the City of Oak Park agrees to the contract amendments put forth by Oakland County; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Oak Park will approve the contract amendments to utilize LFRF funds to improve public infrastructure as part of the Eleven Mile Lot Replacement Project, M-694. Erik Tungate, City Manager of Oak Park is hereby authorized to sign the contract amendment on behalf of the City.

I hereby certify that the above is a true and correct copy of a resolution adopted by the City of Oak Park of the County of Oakland, State of Michigan under date of

Mayor or other authorized City of Oak Park Rep

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
City of Oak Park**

Amendment 1

The Parties agree to amend the **AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN OAKLAND COUNTY AND CITY OF OAK PARK** ("Agreement") as follows:

1. The following sentence will be added to the end of the first paragraph on the first page of the Agreement: "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."
2. Paragraph 5.f. under **PUBLIC BODY AFFIRMATIONS** will be deleted.
3. Paragraph 10. **COMPLIANCE WITH LAWS** will be modified to add subparagraph f. which states, "Public Body must comply with 2 C.F.R. Part D, Post Federal Award Requirements, being 200.300 et seq., where applicable."
4. This Amendment will be effective on 4/23/2024.
5. All contractual provisions of the Agreement not otherwise affected by this Amendment shall remain in full force and effect.

FOR AND IN CONSIDERATION of the mutual assurances, promises, acknowledgments, set forth in this Amendment 1 and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment 1 on behalf of the Parties, and by doing so legally obligate and bind the Parties to the terms and conditions of this Amendment 1.

IN WITNESS WHEREOF, Erik Tungate, City Manager hereby acknowledges that he/she has been authorized by a resolution of the Oak Park City Council, a certified copy of which is attached, to execute this Amendment on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Amendment.

EXECUTED: _____
Erik Tungate, City Manager, City of Oak Park

DATE: _____

WITNESSED: _____
Ed Norris, City Clerk

DATE: _____

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 Amendment on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Amendment.

EXECUTED: _____

David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____

Oakland County Board of Commissioners
County of Oakland

DATE: _____

**AGREEMENT FOR LOCAL FISCAL RECOVERY FUND DISTRIBUTION BETWEEN
OAKLAND COUNTY AND
City of Oak Park**

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 Oak Park ("Public Body") 14300 Oak Park Boulevard, Oak Park, Michigan 48237. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

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 funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). 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.

The Oakland County Board of Commissioners has approved Miscellaneous Resolutions #21-303 and #21-382 assigning \$2,400,000 in ARPA LFRF funding for a grant program to provide Oakland County local governments with financial assistance for costs associated with the planning and design of critical ARPA eligible sewer and water infrastructure projects and a grant administration plan.

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:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - b. **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.

- c. **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.
 - d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
 - e. **Public Body** means the City of Oak Park 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.
 - f. **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 condition 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.
- a. County will distribute \$100,000 in grant funds to Public Body for the project scope it included in its application to the County, which is attached and incorporated into this Agreement as **Exhibit A**.
 - b. PUBLIC BODY UNIQUE ENTITY IDENTIFIER (OR DUNS NUMBER): **083942110**.
 - c. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN): SLFRP2640
 - d. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER: 21.027
 - e. FEDERAL AWARD DATE: May 28, 2021
 - f. SUBAWARD PERIOD OF PERFORMANCE START AND END DATE: **September 30, 2022 to December 31, 2025**.
 - g. AWARD IS NOT FOR RESEARCH & DEVELOPMENT (R&D): Funds cannot be used for research and development related expenditures.
 - h. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect costs are not eligible for this Agreement.
 - i. CONTACT PERSON FOR COUNTY/PASS THROUGH ENTITY: Kenneth Dobson.
 - j. 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.**

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. 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:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. **COUNTY'S RESPONSIBILITIES.**

- a. County shall designate in writing a department, individual, or other entity to oversee the reporting requirements set forth in Section 3 above to ensure timely reporting, accurate accounting, and verification of final certification.

5. **PUBLIC BODY AFFIRMATIONS.**

- a. Public Body affirms that any and 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.
- b. 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.
- c. 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.

- d. 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.
 - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
 - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
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.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body 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, 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).

In addition to County, 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 County, 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 Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform

Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Public Body spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Subrecipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Public Body monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement. Public

Body may be required to submit a copy of that audit to the County in accordance with the Uniform Guidance.

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:

- a. 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.
- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. 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.
- d. Public Body must register at sam.gov.
- e. 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.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. 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.
- b. This Agreement shall remain in effect until December 31m 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.**

- a. **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.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 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.

- c. **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.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the the grant funds and/or for noncompliance with this Agreement by Pubic Body Employees.
- e. **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.
- f. **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.**

- a. 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.
- b. 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 any and all grant funds it has already received.
- c. 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**

- a. 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.
- b. 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.
 - a. If Notice is sent to County, it shall be addressed and sent to: **Oakland County Executive, Attention: Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328.**
 - b. If Notice is sent to Public Body, it shall be addressed to: City of Oak Park, 14300 Oak Park Boulevard, Oak Park, Michigan 48237.
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.**

- a. 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.
- b. 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, Erik Tungate, City Manager, City of Oak Park, Michigan 48237 hereby acknowledges that he/she has been authorized by a resolution of the City of Oak Park City Council, 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: Erik Tungate
Erik Tungate (Sep 9, 2022 11:10 EDT)
Erik Tungate, City Manager, City of Oak Park

DATE: Sep 9, 2022

WITNESSED: Kara Grisamer
[insert name, title]
Kara Grisamer, City Engineer

DATE: 9/9/2022

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 T. Woodward
David T. Woodward (Apr 3, 2023 13:32 EDT)
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: Apr 3, 2023

WITNESSED: JoAnn Stringfellow
JoAnn Stringfellow (Apr 3, 2023 14:23 EDT)
Oakland County Board of Commissioners
County of Oakland

DATE: Apr 3, 2023

EXHIBIT A

Project Description

The Oak Park Water Tower Social District is a gathering area in three parking lots and alleys behind a series of former industrial buildings on Eleven Mile Road between Tulare Street and Gardens Street. They are owned and maintained by the City of Oak Park and are the only parking available to the businesses in this area. The pavements are in poor condition and the combined storm and sanitary sewer system is at least 45 years old. As part of a revitalization program for the area, Oak Park launched the Social District in June of 2021 to encourage social business development such as breweries, bars, restaurants, coffee shops, and other retail shops in the former industrial buildings. Existing businesses along the Eleven Mile parking lots included an auto repair shop, plumbing supplier, garden center, and car wash. The first official social district public gathering was a concert held in the summer of 2021. Since then, the governor has extended the lifetime of the social district to be permanent. It is in the best interest of the businesses and community to add placemaking elements that allow for the social district parking lots to be reconstructed to provide their full potential as a parking and gathering space.

Oak Park would like to complete an infrastructure improvement and beautification of the Water Tower Social District to improve our aging infrastructure and generate more interest in the District by both businesses and the general public. The infrastructure improvements include a complete pavement and combined sewer replacement in all three parking lots, installing electric car charging stations, new lighting, installing parking islands with bioswales and additional bioswales in the green space south of the lots, and improving the gathering opportunities using amenities such as outdoor seating, public art murals on the existing south wall, and increasing the pedestrian access points to the Social District from the south. We have begun soliciting public opinions on the various new improvements from the businesses and the local residents.

EXHIBIT B

Statement Requiring Match

The City of Oak Park understands that this Grant requires a one to one match from the City. The project is expected to exceed \$200,000, so that requirement will be met by the City of Oak Park.



CITY OF OAK PARK, MI STAFF REPORT

8.B.3

AGENDA FOR: June 17, 2024

SUBJECT: Approval of ARPA CHORE Grant Agreement

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: Oakland County has dedicated an allocation of \$3 million for the development of three-year county senior chore pilot program. The Municipal Services Department submitted an application to receive the maximum allowed of \$60,000 and received the full amount allowed. The funds will be spread over a three-year period with \$9,000 to be used to have OHLSA manage the program applications as we do with the current Community Development Block Grant (CDBG) yard services program. With the CDBG allocations for yard services being reduced in the upcoming program year, this will allow us to continue serving our senior residents as well as allow us to add more residents to the program.

FINANCIAL STATEMENT: Funding for the program costs will be reimbursed through the grant program.

RECOMMENDED ACTION: It is recommended that City Council approve the ARPA CHORE Grant Agreement and allow the City Manager to execute the contract on behalf of the city.

EXHIBITS:

1. ARPA Chore Grant Agreement City of Oak Park



Grant Agreement

ARPA Senior Chore Program

This master agreement establishes terms between the following parties:

Grantor:

Oakland Livingston Human Service Agency
196 Cesar E. Chavez Avenue
Pontiac, MI 48342

Grantee:

City of Oak Park
14300 Oak Park Blvd
Oak Park, MI 48237

Source of Funding: US Department of Treasury through Oakland County, Michigan

Unique Federal Award Identification Number (FAIN): SLFRP2640

ALN/CFDA Number/Name: 21.027; CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Project Title: Oakland Senior Chore Program

Pass Through Entity: Oakland Livingston Human Service Agency

Overview:

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 a final rule, and other guidance for qualified uses of LFRF. Those qualified uses include responding to the COVID-19 public health emergency or its negative economic impacts, including assistance to households, small

businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

Oakland County has determined that this grant program is a qualified use of LFRF funds pursuant to the final rule and other applicable Department of Treasury guidance. On October 17, 2023, the Oakland County Board of Commissioners appropriated up to \$3,000,000 in LFRF funds for OLHSA and the Senior Chore Program.

The Grantee, through a grant application and review process, has been selected as a subaward recipient of the LFRF funds appropriated by the Oakland Grantor Board of Commissioners. This grant agreement sets terms to accomplish the disbursement, use, and reporting of these funds.

The parties agree:

1. **Grant Funding:** Subject to the terms and conditions of this Contract, and in reliance upon the Grantee's affirmations set forth below, the Grantor agrees to make, and the Grantee agrees to accept, the grant funds.
 - a. Grantor will distribute \$51,000 in grant funds to Grantee.
 - b. Grantee Federal EIN: 38-6004641
 - c. Grant Award Date: June 3, 2024
 - d. Period of Performance Start and End Date: June 3, 2024 to July 30, 2026
 - e. INDIRECT COST RATE FOR FEDERAL AWARD: Indirect Costs are not eligible for this Contract.
 - f. Primary Contact Person for Grantor: Marie Verheyen, Program Manager
mariev@olhsa.org, 248-895-4273
 - g. Primary Contact Person for Grantee: Dan Fairless, Deputy Director Municipal Services Dept.
 - h. Phone Number and Email of Primary Contact Person for Grantee: (248) 691-7450, dfairless@oakparkmi.gov
 - i. DEFINED USE OF FUNDS: All grant funds must be expended in accordance with the guidelines for ARPA funds. Exhibit A
2. **Grantee Affirmations:**
 - a. Grantee affirms that any and all representations made to Grantor in connection with this grant were accurate, truthful and complete and remain so. Grantee acknowledges that all representations and information provided have been

relied on by the Grantor to provide funding under this Contract. Grantee shall promptly notify Grantor, in writing, of the occurrence of any event or any material change in circumstances which would make any Grantee representation or information untrue or incorrect or otherwise impair Grantee's ability to fulfill its obligations under this Contract.

- b. Grantee 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 Contract is signed by both Parties.
- c. Grantee may not use grant funds for expenses for which the Grantee 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. Grantee shall promptly notify Grantor if it receives insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Contract. Grant funds may not be used to cover expenses that were reimbursed by insurance.
- d. Grantee shall not carry out any activities under this Contract 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 Grantee receives duplicate benefits from another source for projects related to this disaster, the Grantee must refund the benefits provided by the Grantor to the Grantor. 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.
- e. Grantee shall use all grant funds it receives under this Contract by July 30, 2026. Any grant funds not used by that date must be returned to Grantor.
- f. Grantee understands that the grant funds it receives under this Contract are a subaward of Grantor's LFRF funds, and that Grantor is required to manage and monitor any subrecipient of LFRF funds. Therefore, Grantee agrees to comply with any subrecipient monitoring requirements established by Grantor or by Federal law.

3. **Repayment/Remedies:** Grantee is subject to repayment to the Grantor of an amount equal to the grant funds received by Grantee in the event Grantee has made material misrepresentations to the Grantor in its Application, voluntary bankruptcy or insolvency proceeding are commenced against the Grantee and not set aside within sixty (60) days, or the Grantee fails to otherwise comply with the requirements of this Contract. In the event Grantor later determines the information Grantee provided in conjunction with this Contract, or that Grantee was ineligible for the grant funds, or that Grantee's use of the grant funds following receipt was contrary to this Contract, Grantee agrees to repay the grant funds to Grantor in full. Grantor 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. Any grant funds not retained for administrative costs or used for established senior chore program goals at the conclusion of the Contract/grant shall be returned to Grantor within 30 days.
4. **Grantee Indemnification:** Grantee shall indemnify, defend, and hold the Grantor harmless from all Claims, incurred by or asserted against the Grantor by any person or entity, which are alleged to have been caused directly or indirectly from the acts or omissions of Grantee or Grantee's Employees. Grantee further agrees to indemnify and hold Grantor harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Contract as described in Section 6.
5. **No Indemnification from Grantor:** Grantee shall have no rights against Grantor for indemnification, contribution, subrogation, or any other right against Grantor unless expressly provided herein.
6. **Tax Liability:** Grantor and Grantee agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Grantee 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. Grantee acknowledges that Grantee 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.
7. **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, Grantee shall disclose to Grantor the identity of all Grantee Employees and all relatives of Grantee Employees who: a) are employed by the Grantor or are elected or appointed officials of the Grantor, on the date this Contract is executed; and b) becomes employed or appointed by the Grantor or becomes an elected official of Grantor during the term of the Contract.
8. **Access to Records and Audit:** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Contract. Grantor reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be

necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this exhibit.

Grantee shall maintain all records pertinent to the Contract 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, 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).

In addition to 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 Contract shall be made available to 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 Grantee within 30 days after receipt by the Grantee. Failure of Grantee to comply with the audit requirements will constitute a violation of this Contract.

Fund payments are considered “other federal financial assistance” under Title 2 C.F.R. 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Guidance”) and are subject to the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507 or program specific audit pursuant to 2 C.F.R. 200.501(a) when Grantee spends \$750,000 or more in federal awards during their fiscal year.

Fund payments are subject to 2 C.F.R. 200.303 regarding internal controls. Sub recipient must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the Sub recipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award.

Fund payments are subject to 2 C.F.R. 200.330 through 200.332 regarding Grantee monitoring and management. Fund payments are subject to Subpart F regarding audit requirements. Failure of Grantee to comply with the audit requirements will constitute a violation of this Contract. Grantee may be required to submit a copy of that audit to the Grantor in accordance with the Uniform Guidance.

9. **Reporting:** Grantee shall provide quarterly reports that are due to Grantor according to the below schedule:

Performance Report Period	Due Date
June 3, 2024 to June 30, 2024	July 10, 2024
July 1, 2024 to September 30, 2024	October 10, 2024
October 1, 2024 to December 31, 2024	January 10, 2025
January 1, 2025 to March 31, 2025	April 10, 2025
April 1, 2025 to June 30, 2025	July 10, 2025
July 1, 2025 to September 30, 2025	October 10, 2025
October 1, 2025 to December 31, 2025	January 10, 2026
January 1, 2026 to March 31, 2026	April 10, 2026
April 1, 2026 to June 30, 2026	July 10, 2026
Final Report July 1, 2026 to July 30, 2026	August 10, 2026

The following reporting information related to senior chore services has been identified by Oakland County as data to be reported on a quarterly basis:

- a. Recipient demographics – including race, age, ability status, and ethnicity
- b. Services Provided- the number of households served during the quarter and the type of service delivered
- c. Progress report- narrative on activities performed

See Exhibit B 1 & 2

- 10. Compensation:** Grantee shall be reimbursed on a quarterly basis for actual expenses and shall submit an expense report with a detailed general ledger supporting the expenses according to the below schedule.

Expense Report Period	Due Date
June 3, 2024 to June 30, 2024	July 10, 2024
July 1, 2024 to September 30, 2024	October 10, 2024
October 1, 2024 to December 31, 2024	January 10, 2025
January 1, 2025 to March 31, 2025	April 10, 2025
April 1, 2025 to June 30, 2025	July 10, 2025
July 1, 2025 to September 30, 2025	October 10, 2025
October 1, 2025 to December 31, 2025	January 10, 2026
January 1, 2026 to March 31, 2026	April 10, 2026
April 1, 2026 to June 30, 2026	July 10, 2026
Final Report July 1, 2026 to July 30, 2026	August 10, 2026

See Exhibit C

- 11. Compliance with Laws:** Grantee shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Contract and grant. This includes the following:

- a. Grantee 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 Grantor designates as sensitive or the Grantee considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
 - b. Grantee 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 Contract and made a part of this Contract.
12. **Assignment.** Grantee may not assign any of its rights or obligations under this Contract to any person or entity.
13. **Electronic Signatures.** This Contract may be signed in counterparts with the use of facsimile and electronic signatures, which shall be considered valid and binding on the Parties.
14. **Enrollment Services.** OLHSA will be retaining 15% (\$9,000) of the total approved grant amount of \$60,000 to perform the Enrollment Services including:
 - Promote and perform outreach to recruit seniors for the senior yard program
 - Send enrollment packets and correspondence prior to each season to existing participants
 - Assist new prospective participants with application procedures
 - Collect eligibility documentation
 - Certify and enroll applicants
 - Provide a list of eligible clients to municipality within established timeline.
 - Continue to collect applications, certify eligibility, maintain a waiting list, and move people off the waiting list as vacancies in the program occur
 - Provide referrals and linkages to enrolled clients, ineligible applicants, and those on the waiting list

The Parties agree to the above terms and conditions:

FOR THE GRANTEE:

Signature: _____
Name: _____
Title: _____
Date: _____

FOR THE GRANTOR:

Signature: _____
Name: Susan Harding
Title: Chief Executive Officer
Date: _____

EXHIBIT A: ALLOWABLE ACTIVITIES AND USE OF FUNDS

- A. **Planning Activities-** Mini-grant funds may be used for research, needs assessment, technical assistance engagement, and program design activities.
- B. **Direct Services:** Mini-grant funds must be used on yard services for residents who are at least 62 years of age with an income at or under 80% of HUD area median income. CVTs may also elect to serve income eligible residents who are younger than 62 with a physical disability. If the number of qualifying households exceeds the amount of available funds, CVTs may establish stricter eligibility criteria based on priorities designed to serve those most in need such as the oldest or lowest income residents.

Through staffing or contractors, CVTs will provide some or all of the following yard services:

- Snow removal*
- Lawn mowing*
- Yard Clean Up
- Bush Trimming
- Gutter Cleaning

CVTs may use written self-declaration of age and income and are not required to collect proofs. CVTs must establish written policies on eligibility, prioritization processes, and enrollment procedures. CVTs must create and maintain a waiting list of eligible applicants once capacity has been reached. CVTs must comply with non-discrimination practices in their outreach and enrollment. CVTs must engage in outreach to make those most in need aware of the services.

Mini-grant funds may be used for program promotion and outreach, enrollment, and ongoing program coordination activities.

NOTE: CVTs may allocate 15% of their award to OLHSA to provide the following activities:

- Promote and perform outreach to recruit seniors for the senior yard program
- Send enrollment packets and correspondence prior to each season to existing participants
- Assist new prospective participants with application procedures
- Collect eligibility documentation
- Certify and enroll applicants
- Provide a list of eligible clients to municipality within established timeline.
- Continue to collect applications, certify eligibility, maintain a waiting list, and move people off the waiting list as vacancies in the program occur

- Provide referrals and linkages to enrolled clients, ineligible applicants, and those on the waiting list

C. Program Administration

- Reporting- fiscal and performance reporting activities
- Contractor Oversight
- Evaluation- review of program successes and course corrections; analyzing consumer input and satisfaction
- Sustainability – researching and securing long term funding

EXHIBIT B1**ARPA Senior Chore Program****Community Name:** _____**Reporting Period:** _____

Please describe the activities performed during the reporting period in the following categories. You might not have something to report in every category each quarter.

1. Planning and assessment activities:
2. Outreach and marketing activities:
3. Contractor engagement activities:
4. Enrollment/recruitment activities:
5. Program development activities:
6. Evaluation activities:
 - a. Program Progress (outcomes and outputs):
 - b. Lessons learned:
 - c. Program modifications/course corrections made:
7. Program transition/continuation activities



CITY OF OAK PARK, MI STAFF REPORT

8.C.1

AGENDA FOR: June 17, 2024

SUBJECT: Request from Rosewood Investment Group, owner of the property located at 24438 Republic Ave., to divide a single parcel that contains two subdivision lots into two individual parcels.

DEPARTMENT: Finance/Assessing

FROM: Dawn Scheitz, Assessor

SUMMARY: Rosewood Investment Group, owner of parcel 25-28-128-005 (24438 Republic Ave) would like to divide the current parcel that contains Lot 21 and Lot 22 of Republic Ave Sub into two individual parcels. This request has been reviewed by the other City Departments and no objections were raised. The requested lot division will not be detrimental to the adjacent properties, neighborhood, or the City of Oak Park.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: To approve the proposed lot division as set forth in the survey, with the condition that the DTE easement agreement is recorded at the Oakland County Register of Deeds.

EXHIBITS:

1. Council package

City of Oak Park Michigan

14000 Oak Park Blvd.

Oak Park, Michigan 48237

Re: Property Lot Split 24438 Republic

April 4, 2024

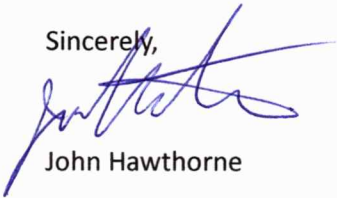
To City Council,

I am requesting a lot split on 24438 Republic. The property is currently 100 feet wide, and I am seeking to split it into two 50 foot wide parcels.

The existing address is occupied by a 900 sq foot 2 bedroom home that has recently been upgraded from a poorly maintained unoccupied property to a fully renovated modern home that will be put up for sale in May 2024.

We plan to build a new home of 1800 to 2,000 square feet once building permits are approved. This home will be sold when completed.

Sincerely,



John Hawthorne

Builders License #2101212419

CITY OF OAK PARK

LAND DIVISION APPLICATION

Approval of a division of land is required before it is sold, when the new parcel is less than 40 acres and not just a property line adjustment (§ 102 e & f). This form is designed to comply with applicable local zoning, land division ordinances and to comply with §108, 109, 109a, and 109b of the Michigan Land Division Act (formerly the Subdivision Control Act), PA 288 of 1967, as amended (particularly by PA 591 of 1996), MCL 560.101 *et. seq.*)

You **MUST** answer all questions and include all attachments, or this will be returned to you.

RECEIVED

1. LOCATION of parent parcel to be split:

MAY 14 2024

Address: 24438 REPUBLIC

CITY OF OAK PARK
ASSESSOR'S OFFICE

Parent Parcel Number: 25-28-128-005

2. PROPERTY OWNER information:

Name: ROSEWOOD INVESTMENT GROUP

Address: 719 N GAINSBOROUGH ROYAL OAK 48067

Phone: 586 747-2366 Fax: —

3. APPLICANT information (if not the property owner):

Contact Person's Name: JOHN HAWTHORNE

Business Name: ROSEWOOD INVESTMENT GROUP

Address: 719 N GAINSBOROUGH ROYAL OAK, MI 48067

Phone: 586-747-2366 Fax: —

4. PROPOSAL Describe the division(s) being proposed:

A. Number of new parcels created: 1

B. Intended use (residential, commercial, etc.): RESIDENTIAL

C. The division of the parcel provides access to an existing public road by: (check)

☒ Each new division has frontage on a public road

☐ A new public road

(Road name cannot duplicate an existing road name)

☐ A new private road or easement

(Road name cannot duplicate an existing road name)

☐ A recorded easement (driveway) (*Can not service more than one potential site.)

5. FUTURE DIVISIONS:

A. Future divisions that may be allowed but not included in this application: NO

B. Did the parent parcel have any unallocated divisions under the Land Division Act? NO

C. Were any unallocated divisions transferred to the newly created parcel(s)? NO

D. If so, how many? Identify the other parcel future divisions are transferred to: —

(The right to make divisions can be transferred from a parent parcel or parent tract to a parcel created from that parent parcel or parent tract (child parcel). A proprietor transferring the right to make a division shall within 45 days give written notice of the transfer to the assessor on Michigan Department of Treasury Form 3278 (Sec. 109(2)). Make sure your deed includes both statements as required in sections 109(3) and 109(4) of the Land Division Act

6. DEVELOPMENT SITE LIMITS - Check each that represents a condition that exists on any part of the parcel:

- ☐ is in a DNR-designated critical sand dune area.
 - ☐ is riparian or littoral (it is a river or lake front parcel).
 - ☐ is affected by a Great Lakes High Risk Erosion Area setback.
 - ☐ includes a wetland.
 - ☐ includes land in PA 116 – the state Farmland Preservation Program.
 - ☐ is within a floodplain.
 - ☐ includes slopes more than twenty five percent (a 1:4 pitch or 14°angle) or steeper.
 - ☐ includes poorly and/or very poorly drained soils, a high groundwater table, high bedrock, or other conditions known to have severe limitations for onsite sewage systems.
 - ☐ is to result in a parcel of less than 1 acre for which onsite water supply and onsite sewage disposal systems must be reviewed and approved by the local health department in accordance with MI Administrative Code before a building permit can be issued. (§109a(1), §105(g), R560.401-428)
 - ☐ is known or suspected to have an abandoned well, underground storage tank, or soil or groundwater contamination.
- If yes, is the property subject to environmental restrictions? Y / N

7. ATTACHMENTS (all attachments **must** be included). Letter each attachment as shown here.

- X A. A survey, sealed by a professional surveyor of proposed division(s) of parent parcel.

The survey must show:

- (1) boundaries as of March 31, 1997 and
- (2) all previous divisions made after March 31, 1997 (indicate when made or none), and
- (3) the proposed division (s) and
- (4) dimensions of the proposed divisions , and
- (5) existing and proposed road/easement rights of way, and
- (6) complete legal descriptions for items 1 thru 5 above, and
- (7) easements for public utilities from each parcel to existing public utility facilities, and
- (8) any existing improvements (buildings, wells, septic systems, driveways, etc.) and
- (9) any of the features checked in item 6 (development site limits).
- (10) any cemetery which is adjacent to, or may have had access through this parcel.

- N/A B. A copy of the proposed deed(s), which includes the following statement: “This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.”

- N/A C. A copy of the proposed deed(s), which includes a statement that substantially reads: “The grantor grants to the grantee the right to make [insert “zero”, a number, or “all”] division(s) under section 108 of the Land Division Act, 1967 PA 288, MCL 560.108.” or the right to make further divisions stays with the parent parcel.

- N/A D. A copy of the proposed deed(s) for any parcel that is 20 or more acres in size and is not accessible, which includes the following statement: “This parcel is not accessible as defined in the Land Division Act, 1967 PA 288, MCL 560.101 to 560.293.”

- N/A E. Indication of approval, or permit from the County Road Commission, MDOT, or respective city/village street administrator, for each proposed new road, easement or shared driveway.

- N/A F. If the division includes a new public or private road, a copy of approval by the county addressing authority.

MA G. A copy of any transferred division rights in the parent parcel (Section 109 (4) of the statute).

MA H. A fee of \$ 10000

8. IMPROVEMENTS: Describe any existing improvements (buildings, wells, etc.) which are on the parent parcel, or indicate none: (attach extra sheets if necessary).

SINGLE FAMILY HOME, A WALDEN SEED

9. TAXES: A certificate from the Oakland County Treasurer certifying taxes have been paid for the past 5 years. ✓

10. DTE Land Division approval. ✓

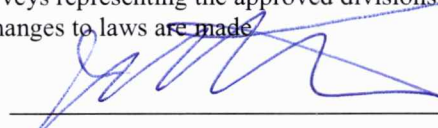
11. AFFIDAVIT and permission for municipal, county, and state officials to enter the property for inspections:

I agree the statements made above are true, and if found not to be true this application and any approval will be void. Further, I agree to comply with the conditions and regulations provided with this parent parcel division. Further, I agree to give permission for officials of the municipal, county, and the State of Michigan to enter the property where this parcel division is proposed for purposes of inspection to verify the information on the application is correct.

Finally, I understand this is a parcel division that conveys only certain rights under a municipal land division ordinance and the Michigan Land Division Act (formerly the Subdivision Control Act, PA288 of 1967, as amended (particularly by PA 591 of 1996), MCL 560.101 et. seq.) and is not a representation or determination the resulting parcels comply with other ordinances or regulations, and does not include any representation or conveyance of rights in any other statute, building code, zoning ordinance, deed restriction or other property rights.

Further, I understand the municipality granting approval of any division(s) resulting in a parcel less than 1 acre in size is not liable if a building permit is not issued for the parcel due to unsuitable site conditions for onsite sewage systems and/or onsite water supply systems. I understand that site suitability will be reviewed by the local health department under the same standards as set forth in MCL 560.105(g) – the Michigan Administrative Code R560.401-560.428. Checking with the local county or District Health Department for septic and water is the landowner's responsibility. For environmental concerns with the ownership or purchase of property, information is available from the Department of Environment, Great Lakes, and Energy at: <http://www.michigan.gov/eglerdd>

Finally, even if this division is approved, I understand zoning, municipal ordinances and state acts change from time to time, and if changed the divisions made here must comply with the new requirements (apply for division approval again) unless deeds, land contracts, leases or surveys representing the approved divisions are recorded with the Register of Deeds or the division is built upon before the changes to laws are made.

Property owner's Signature: 

Date: 5-17-2024

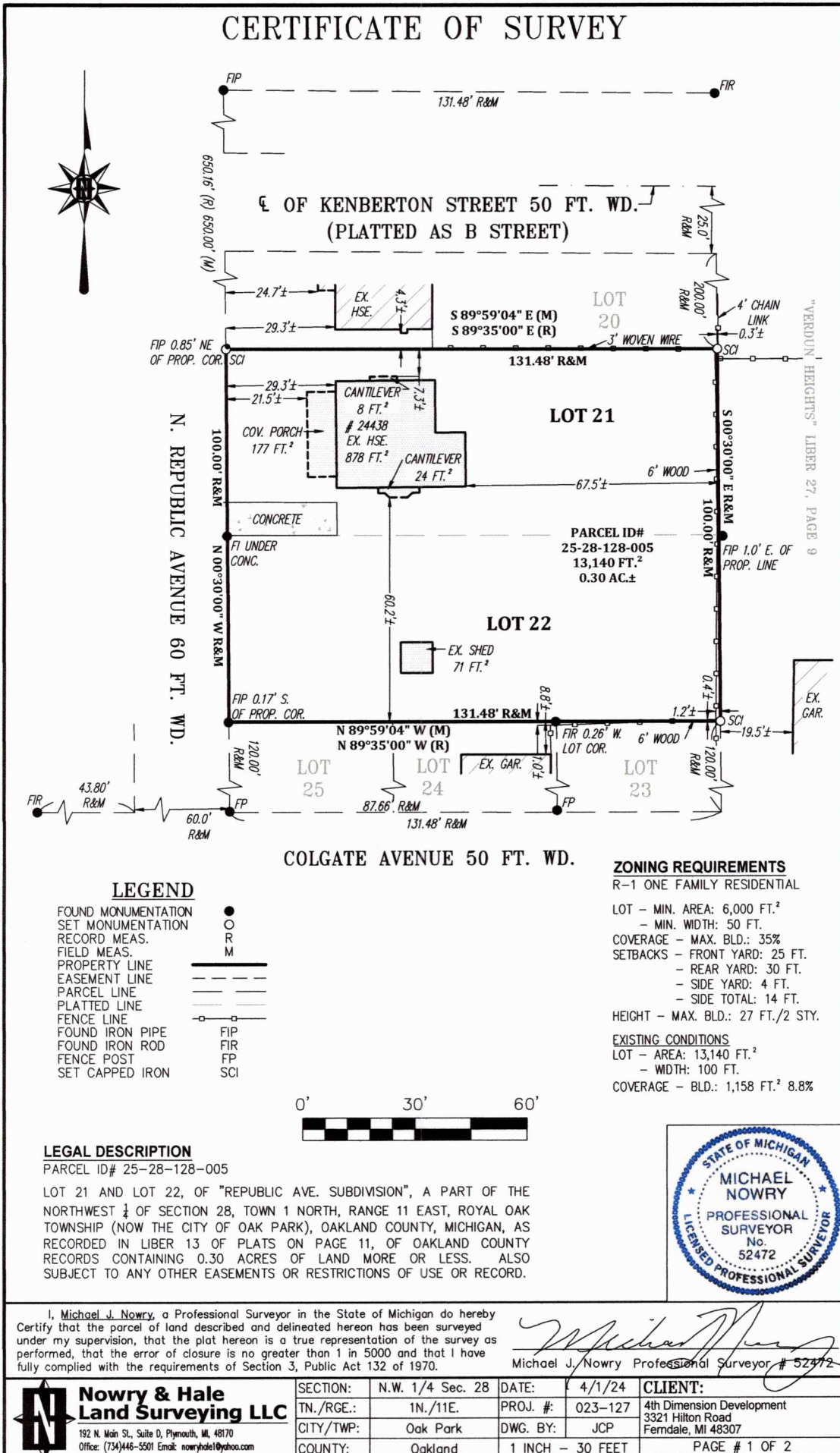
DO NOT WRITE BELOW THIS LINE

REVIEWERS ACTION:

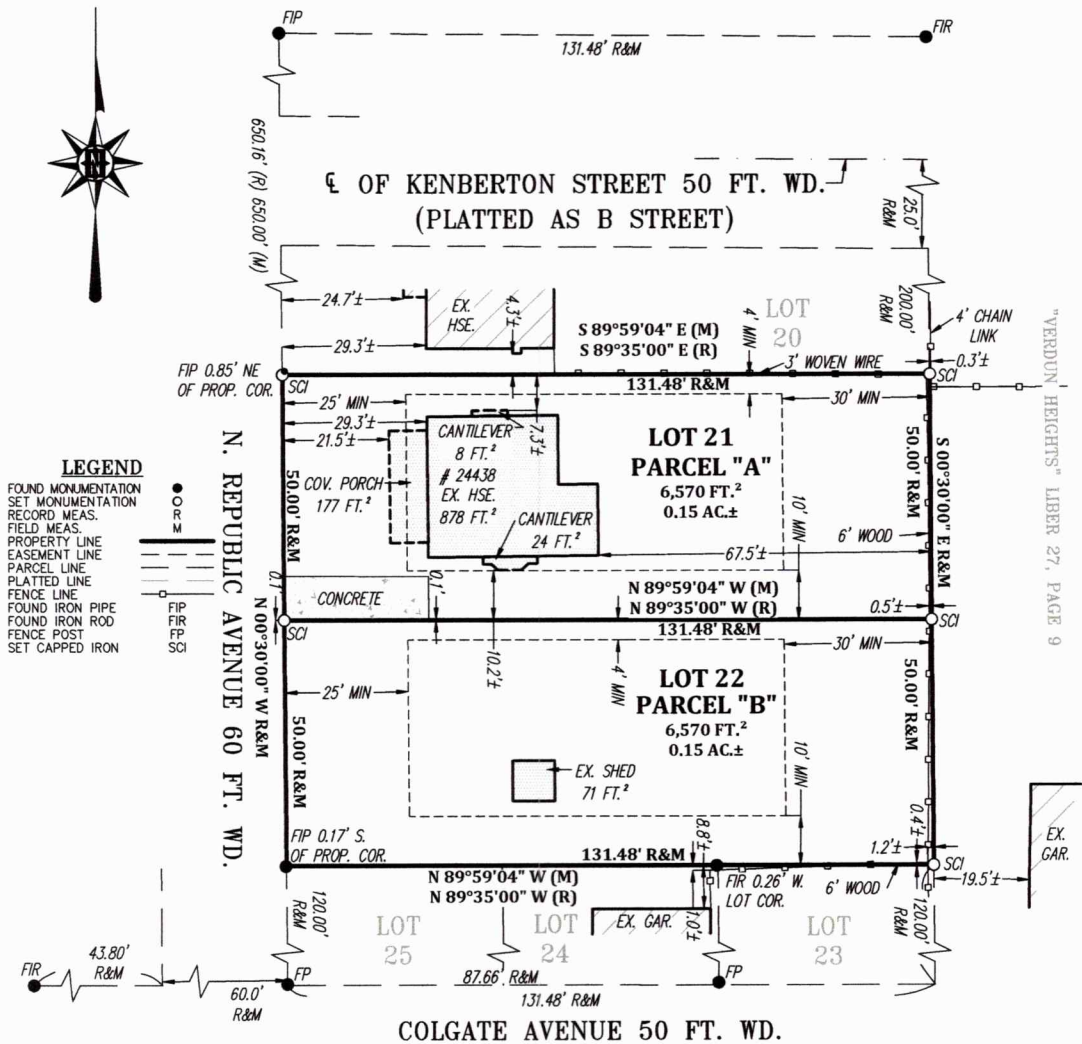
____ APPROVED: Conditions if any _____

____ DENIED: Reason(s) _____

CERTIFICATE OF SURVEY



PROPOSED LAND DIVISION



LEGAL DESCRIPTIONS

PROPOSED PARCEL "A"

LOT 21, OF "REPUBLIC AVE. SUBDIVISION", A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 1 NORTH, RANGE 11 EAST, ROYAL OAK TOWNSHIP (NOW THE CITY OF OAK PARK), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 13 OF PLATS ON PAGE 11, OF OAKLAND COUNTY RECORDS CONTAINING 0.15 ACRES OF LAND MORE OR LESS. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF USE OR RECORD.

PROPOSED PARCEL "B"

LOT 22, OF "REPUBLIC AVE. SUBDIVISION", A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 1 NORTH, RANGE 11 EAST, ROYAL OAK TOWNSHIP (NOW THE CITY OF OAK PARK), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 13 OF PLATS ON PAGE 11, OF OAKLAND COUNTY RECORDS CONTAINING 0.15 ACRES OF LAND MORE OR LESS. ALSO SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF USE OR RECORD.



ZONING REQUIREMENTS

R-1 ONE FAMILY RESIDENTIAL

LOT - MIN. AREA: 6,000 FT.²
 - MIN. WIDTH: 50 FT.
 COVERAGE - MAX. BLD.: 35%
 SETBACKS - FRONT YARD: 25 FT.
 - REAR YARD: 30 FT.
 - SIDE YARD: 4 FT.
 - SIDE TOTAL: 14 FT.
 HEIGHT - MAX. BLD.: 27 FT./2 STY.

PROPOSED PARCEL "A"

LOT - AREA: 6,570 FT.²
 - WIDTH: 50 FT.
 COVERAGE - BLD.: 1,087 FT.² 16.5%

PROPOSED PARCEL "B"

LOT - AREA: 6,570 FT.²
 - WIDTH: 50 FT.
 COVERAGE - BLD.: 71 FT.² 1.1%



I, Michael J. Nowry, a Professional Surveyor in the State of Michigan do hereby Certify that the parcel of land described and delineated hereon has been surveyed under my supervision, that the plat hereon is a true representation of the survey as performed, that the error of closure is no greater than 1 in 5000 and that I have fully complied with the requirements of Section 3, Public Act 132 of 1970.

Michael J. Nowry
 Michael J. Nowry Professional Surveyor # 52472

Nowry & Hale Land Surveying LLC 192 N. Main St., Suite D, Plymouth, MI, 48170 Office: (734)446-5501 Email: nowry@nowryllc.com	SECTION:	N.W. 1/4 Sec. 28	DATE:	4/1/24	CLIENT:
	TN./RGE.:	1N./11E.	PROJ. #:	023-127	4th Dimension Development
	CITY/TWP:	Oak Park	DWG. BY:	JCP	3321 Hilton Road
	COUNTY:	Oakland			Ferndale, MI 48307
			1 INCH = 30 FEET		PAGE # 2 OF 2

DTE Electric Company Overhead and Underground Easement (Right of Way) No. 72486974-72486978

On MAY 14, 2024, for the consideration of system betterment, Grantor grants to Grantee a permanent, non-exclusive overhead and underground easement ("Right of Way") in, on, under and across that part of Grantor's Land to be referred to herein as the "Right of Way Area".

"Grantor" is: Rosewood Investment Group, a Michigan limited liability company,
a/k/a Rosewood Investment Group L.L.C., a Michigan limited liability company,
719 N. Gainsborough Avenue, Royal Oak, Michigan 48067

"Grantee" is: DTE Electric Company, a Michigan corporation, One Energy Plaza, Detroit, Michigan 48226

"Grantor's Land" is in the Northwest 1/4, Section 28, Town 1 North, Range 11 East, Township of Royal Oak, City of Oak Park, County of Oakland, and State of Michigan, and is described as follows:

A parcel of land in and being a part of the Northwest 1/4, Section 28, Town 1 North, Range 11 East, Township of Royal Oak, City of Oak Park, County of Oakland, State of Michigan, being more particularly described as follows: Lot 21 and Lot 22, "REPUBLIC AVENUE SUBDIVISION", according to the Plat thereof as recorded in Liber 13 of Plats, Page 11, Oakland County Records.

Tax Identification Number(s): 25-28-128-005

More commonly known as: 24438 Republic Avenue, Oak Park

The "Right of Way Area" is a Ten (10') foot wide easement on part of Grantor's Land. The centerline of the Right of Way Area shall be established in the as-built location of the centerline of Grantee's facilities, and shall be installed on Grantor's Land in the approximate location described on Exhibit A, attached hereto and made a part hereof.

1. **Purpose:** The purpose of this Right of Way is to construct, reconstruct, modify, add to, repair, replace, inspect, operate and maintain overhead and underground utility facilities which may consist of underground vaults, pipelines, poles, guys, anchors, wires, manholes, conduits, pipes, cables, transformers and accessories.

2. **Access:** Grantee has the right of pedestrian and vehicular ingress and egress to and from the Right of Way Area over and across Grantor's Land.

3. **Buildings or other Permanent Structures:** No buildings or other permanent structures or improvements may be constructed or placed in the Right of Way Area without Grantee's prior, written consent. Grantor agrees, at its own expense, to remove any improvement that interferes with the safe and reliable operation, maintenance and repair of Grantee's facilities upon the written demand of Grantee. If Grantor fails to comply with such demand, Grantor agrees that Grantee may remove any such improvement and bill Grantor for the cost thereof, which cost Grantor shall pay within thirty (30) days after demand therefor.

4. **Excavation:** Pursuant to 2013 Public Act 174, MISS DIG (1-800-482-7171 or 811 in some areas) must be called before any excavation in the Right of Way Area may proceed.

5. **Trees, Bushes, Branches, Roots, Structures and Fences:** Grantee may trim, cut down, remove or otherwise control any trees, bushes, branches and roots growing or that could grow or fall in the Right of Way Area and remove any structures, improvements, fences, buildings or landscaping in the Right of Way Area that Grantee believes could interfere with the safe and reliable construction, operation, maintenance and repair of Grantee's facilities. No landscaping, trees, plant life, structures, improvements or fences may be planted, grown or installed within 8 feet of the front door, or within 2 feet of the other sides, of transformers or switching cabinet enclosures, and Grantee shall not be responsible for any damage to, or removal of, landscaping, trees, plant life, structures, improvements and/or fences located in such areas.

6. **Restoration:** If Grantee's agents, employees, contractors, subcontractors, vehicles or equipment damage Grantor's Land while entering Grantor's Land for the purposes stated in this Right of Way, then Grantee will restore Grantor's Land as nearly as is reasonably practicable to the condition in which it existed prior to such damage. Restoration with respect to paved surfaces shall consist of asphalt cold patching of the damaged portion of any asphalted surfaces when the weather conditions suggest such use and

the cement patching of the damaged portion of any cemented surfaces. Grantee shall have no liability, however, for the restoration or cost of any improvements located within the Right of Way Area, including, but not limited to, parking islands, gutters, fences or landscaping such as trees, bushes, or flowers (but not a simple lawn which, if damaged, will be patched and re-seeded by Grantee) that are damaged by Grantee in the course of constructing, reconstructing, modifying, adding to, repairing, replacing, operating or maintaining its facilities as described in paragraph 1 above.

7. **Successors and Assigns:** This Right of Way runs with the land and binds and benefits Grantor's and Grantee's successors and assigns.

8. **Exemptions:** This Right of Way is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

9. **Governing Law:** This Right of Way shall be governed by the laws of the State of Michigan.

Grantor:

Rosewood Investment Group, a Michigan limited liability company,
a/k/a Rosewood Investment Group L.L.C.,
a Michigan limited liability company,

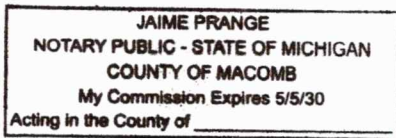
By: Rosewood Investment Group LLC
John Hawthorne

Name: John Hawthorne

Title: MEMBER

Acknowledged before me in OAKLAND County, Michigan, on 5-19, 2024, by
(County) (Date)
JOHN HAWTHORNE, the MEMBER of Rosewood Investment Group, a Michigan limited
(Legibly Print Name of Grantor) (Title -- must match Title printed above)

liability company, a/k/a Rosewood Investment Group L.L.C., a Michigan limited liability company.



Notary's
Stamp _____

Acting in Oakland County, Michigan

Notary's
Signature [Signature]

Print Name Jaime Prange

Drafted by and return to: Kimberly A. Tassen, DTE Electric Company, Redford Service Center, 12080 Dixie, Redford, MI 48239

PLEASE USE BLACK INK ONLY

DTE

KENBERTON ST

50'



I-696

ROSEWOOD ST

XX

WOODWARD

EXHIBIT "A"

REPUBLIC AVE. SUBDIVISION
LIBER 13 OF PLATS, PAGE 11

REPUBLIC ST

60'

WEST EDGE OF 10'
WIDE EASEMENT

S 89°35'00" E
131.48'

PARCEL# 25-28-128-005
LOT 21

PARCEL# 25-28-128-005
LOT 22

N 89°35'00" W
131.48'

50' S 00°30'00" E 50'

CENTERLINE OF 10 FOOT WIDE EASEMENT

NOTE: THE EASEMENT CENTERLINE MAY VARY IF FIELD CONSTRUCTION
PROBLEMS ARISE. THEREFORE, FOR THE AS-INSTALLED EASEMENT
CENTERLINE CALL MISS DIG 1-800-482-7171 OR 811

COLGATE ST

50'

DTE LEGEND

○ DTE PROPOSED POLE

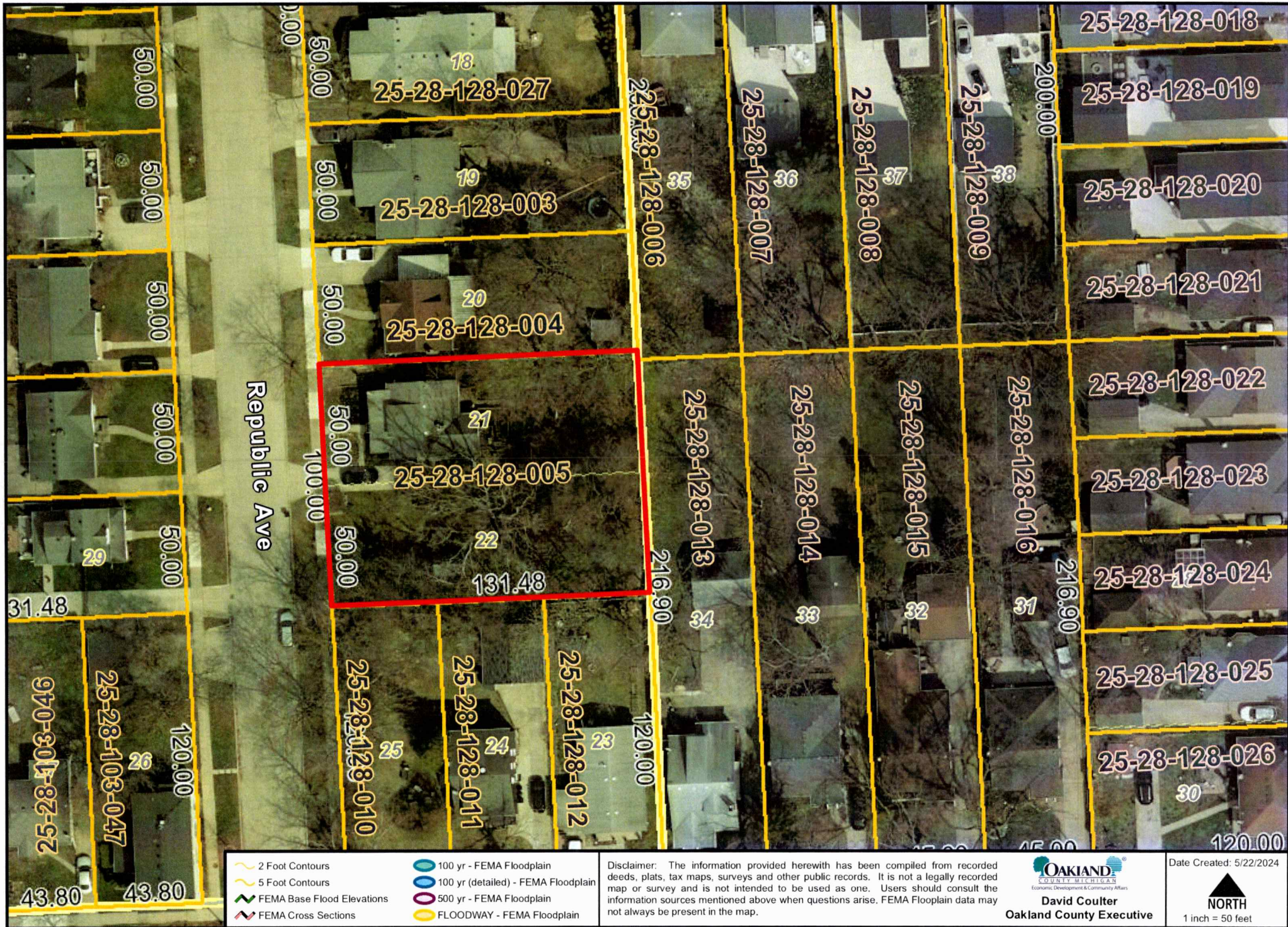
○ DTE EXISTING POLE

ℙ PROPERTY LINE

--- EXISTING DTE SECONDARY LINES

Work Order # 72486974	Work Order Description R.O.W. SKETCH FOR LAND SPLIT AT 24438 REPUBLIC	GIS-DSN 72486977	SRW 72486978	RSD	PH	PLC
Service Center RFD	Circuit #1	COH 72486989	COS	CUG	CUL	CUS
Worksite City OAK PARK	Worksite Twp.	Worksite County OAKLAND		SCMAT		
Town 1N	Range 11E	Section 28	Qtr NW	Planner Name TODD FERGUSON	CUE Request #	Version
					Plot Date 5/13/2024	Scale 1"=50'

24438 Republic





CITY OF OAK PARK, MI STAFF REPORT

8.C.2

AGENDA FOR: June 17, 2024

SUBJECT: Resolution to authorize Budget Amendment #2024-5 for period ending June 30, 2024

DEPARTMENT: Finance/Assessing

FROM: Josh Johnson, Deputy Finance Director

SUMMARY: The City's annual budget was adopted on May 15, 2023 and is effective July 1st. The budget is adopted at the departmental level. In accordance with the State Budget Act, budget amendments are to be completed throughout the fiscal year to reflect the most current information available related to revenue and expenditure budgets. Budget amendments that have a positive or negative impact on fund balance or change the department total require Council approval. The fourth quarter (06/30/24) budget amendment for the General Fund is attached and summarized below:

GENERAL FUND

Beginning Fund Balance July 1, 2023	\$ 4,911,697
Amended Budget as of June 17, 2024	\$ (536,748)
Net Change in Fund Balance (Amendment #2024-5)	<u>\$ 12,000</u>
Estimated Ending Fund Balance June 30, 2024	<u>\$ 4,386,949</u>

The proposed amendment increases fund balance by \$12,000 and includes the following notable items:

- Increases in self-funded healthcare costs greater or less than anticipated
- Increase in building permit and inspection revenue
- Increase in salaries and fringes for mid-year wage increase and related fringe benefits
- Reductions in reimbursement revenue
- Increase in street lighting electric billings
- Adjustments to various other expenditures based on year-to-date activity and projects thru year-end

SPECIAL REVENUE FUNDS

- Increase in Library revenue and related expenditures per Library Board for activity to date and projections thru year-end
- Adjustments to various other expenditures based on year-to-date activity and projects thru year-end

CAPITAL PROJECT FUNDS

- Increase in HUB expenditures and related grant revenue
- Adjustments to various other expenditures based on year-to-date activity and projects thru year-end

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

FINANCIAL STATEMENT: The proposed budget amendment has an impact on the fund balance of General Fund while keeping the estimated fund balance at approximately 17% of annual expenditures. The amendments to all other funds keep the fund balance at targeted ranges and are done in compliance with State of Michigan requirements and guidelines.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2024-5

EXHIBITS:

1. Budget Amendments 06.30.24 CJ

City of Oak Park
Proposed Budget Amendments
June 30, 2024

<u>Account Number</u>	<u>Account Name</u>	<u>Amount</u>	<u>Description</u>
<u>General Fund</u>			
101-00.000-479.000	Building Permits	\$ 125,000	Increase per activity to date and projections thru year-end
101-00.000-632.000	Housing Inspections	96,000	Increase per activity to date and projections thru year-end
101-00.000-664.000	Interest Income	105,658	Increase per activity to date and projections thru year-end
101-00.000-644.142	Special Events	38,000	Increase revenues not budgeted for
101-00.000-680.000	Reimbursement - Miscellaneous	<u>(103,000)</u>	Decrease per activity to date and projections thru year-end
Total Revenue Increase (Decrease)		261,658	
101-10.101-864.000	Conference & Workshops	(9,600)	Decrease per activity to date and projections thru year-end
101-11.172-801.000	Professional Services	(16,000)	Decrease per activity to date and projections thru year-end
101-11.270-956.006	Wellness Program- Incentives	(12,000)	Reduce due to less Wellness incentives to date
101-12.258-958.000	Memberships, Dues & Subscriptions	50,000	Increase per activity to date and projections thru year-end
101-14.191-713.000	Health Insurance	7,000	Increase per activity to date and projections thru year-end
101-15.201-713.000	Health Insurance	5,000	Increase per activity to date and projections thru year-end
101-15.201-714.000	Retirement - Defined Benefit	25,000	Adjust to actuary required contribution for FY 2023
101-16.371-713.000	Health Insurance	10,000	Increase per activity to date and projections thru year-end
101-16.371-818.016	Contractual Services - Inspections	20,000	Additional contractual inspection services
101-16.448-921.000	Utilities - Street Lighting	30,000	Increase per activity to date and projections thru year-end
101-17.345-714.000	Retirement - Defined Benefit	70,531	Adjust to actuary required contribution for FY 2024
101-17.345-726.000	Supplies	50,000	Increase per dept request - costs running over budget
101-17.346-714.001	Retirement Contribution PSD	1,673	Adjust to actuary required contribution for FY 2024
101-17.346-713.000	Health Insurance	18,000	Increase per activity to date and projections thru year-end
101-21.890-999.305	Transfer to Debt SVC Libr	<u>54</u>	Adjust to paying agent Fees
Total Expenditure Increase (Decrease)		<u>249,658</u>	
Net Increase (Decrease) to Fund Balance		<u>\$ 12,000</u>	
<u>Library Fund</u>			
111-00.000-546.001	State Grants- Other	\$ 2,500	State grant for Watson Trust
111-00.000-675.000	Donations	<u>700</u>	Library Children book donations
Total Revenue Increase (Decrease)		3,200	
111-20.790-726.100	Supplies - Elsie Watson Trust	2,500	Offset \$2500 State grant revenue to spend
111-20.790.727.021	Children Books	<u>700</u>	Offset \$700 Children Books donation to spend
Total Expenditure Increase (Decrease)		<u>3,200</u>	
Net Increase (Decrease) to Fund Balance		<u>\$ -</u>	
<u>Major Streets Fund</u>			
202-00.000-546.000	State Grants	\$ 10,000	Adjust to actual receipts to date and MDOT projections
202-00.000-664.000	Interest Income	7,810	Increase per activity to date and projections thru year-end
202-00.000-676.001	Reimbursement - Miscellaneous	<u>15,190</u>	Decrease county and state reimb per detail and prior years
Total Revenue Increase (Decrease)		<u>\$ 33,000</u>	
202-18.479-970.000	Capital Outlay	15,000	Greenfield Lighting Project
202-18.479-970.000	Capital Outlay	<u>18,000</u>	Greenfield Gateway Project
Total Expenditure Increase (Decrease)		<u>\$ 33,000</u>	
Net Increase (Decrease) to Fund Balance		<u>\$ -</u>	
<u>Solid Waste Fund</u>			
226-00.000-643.100	Garbage Collection Charges	<u>73,900</u>	Adjust budget based on prior year actual receipts
Total Revenue Increase (Decrease)		<u>\$ 73,900</u>	
226-18.528-702.000	Salaries & Wages	<u>73,900</u>	Increase per activity to date and projections thru year-end
Total Expenditure Increase (Decrease)		<u>\$ 73,900</u>	
Net Increase (Decrease) to Fund Balance		<u>\$ -</u>	

**City of Oak Park
Proposed Budget Amendments
June 30, 2024**

<u>Narcotics Forfeiture Fund</u>			
253-00.000-502.000	Federal Grants	6,000	Adjust to actual receipts to date
	Total Revenue Increase (Decrease)	\$ 6,000	
253-74.333-726.000	Supplies	6,000	Adjust to actual expenditures to date
	Total Expenditure Increase (Decrease)	\$ 6,000	
	Net Increase (Decrease) to Fund Balance	\$ -	
<u>2011 Library/Recreation Debt Service Fund</u>			
305-88.905-699.101	Transfer In- General Fund	54	Increase GF transfer in to cover increased fees
	Total Revenue Increase (Decrease)	\$ 54	
305-88.905-997.000	Debt Service - Paying Agent Fee	54	Adjust to actual expenditures to date
	Total Expenditure Increase (Decrease)	\$ 54	
	Net Increase (Decrease) to Fund Balance	\$ -	
<u>2012 Street Refunding Bond Fund</u>			
309-36.905-664.000	Interest Income	200	Increase per activity to date and projections thru year-end
	Total Revenue Increase (Decrease)	\$ 200	
309-36.905-997.000	Debt Service - Paying Agent Fees	200	Adjust to actual expenditures to date
	Total Expenditure Increase (Decrease)	\$ 200	
	Net Increase (Decrease) to Fund Balance	\$ -	
<u>Public Improvement Fund</u>			
401-70.900-664.000	Interest Income	\$ 2,133	Increase per activity to date and projections thru year-end
	Total Revenue Increase (Decrease)	\$ 2,133	
401-70.900-970.000	Capital Outlay	2,133	Balance on the prior year connector proj
	Total Expenditure Increase (Decrease)	\$ 2,133	
	Net Increase (Decrease) to Fund Balance	\$ -	
<u>Parks & Recreation Improvement Fund</u>			
407-00.000-502.500	Federal Grants	\$ 500,000	Increase per activity to date and projections thru year-end
407-00.000-664.000	Interest Income	40,500	Increase per activity to date and projections thru year-end
	Total Revenue Increase (Decrease)	\$ 540,500	
407-15.201-810.000	Bank Service Charges	500	Adjust to actual expenditures to date
407-18.444-970.000	Capital Outlay	348,000	Event Hub Architect
	Total Expenditure Increase (Decrease)	\$ 348,500	
	Net Increase (Decrease) to Fund Balance	\$ 192,000	

Resolution

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment #2024-5 is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
LICENSE AND PERMITS	\$ 125,000
CHARGES FOR SERVICES	134,000
INTEREST INCOME	105,658
OTHER REVENUE	(103,000)
TOTAL REVENUES	<u>261,658</u>
EXPENDITURES	
CITY COUNCIL	(9,600)
CITY MANAGER	(16,000)
HUMAN RESOURCES	(12,000)
INFORMATION TECHNOLOGY	50,000
CITY CLERK - ELECTIONS	7,000
FINANCE	30,000
INSPECTIONS	30,000
TECHNICAL AND PLANNING	30,000
PUBLIC SAFETY	120,531
PUBLIC SAFETY K9	19,673
TRANSFERS OUT	54
TOTAL EXPENDITURES	<u>249,658</u>
Net Increase (Decrease) to Fund Balance	<u>\$ 12,000</u>
LIBRARY FUND	
Revenues	
INTERGOVERNMENTAL	\$ 2,500
OTHER REVENUE	700
TOTAL REVENUES	<u>3,200</u>
EXPENDITURES	
SUPPLIES	3,200
TOTAL EXPENDITURES	<u>3,200</u>
Net Increase to Fund Balance	<u>\$ -</u>

MAJOR STREETS FUND**REVENUES**

INTERGOVERNMENTAL	\$ 10,000
INTEREST INCOME	7,810
OTHER REVENUE	15,190
TOTAL REVENUES	33,000

EXPENDITURES

CAPITAL OUTLAY	33,000
TOTAL EXPENDITURES	33,000

Net Increase (Decrease) to Fund Balance	\$ -
---	------

SOLID WASTE FUND**REVENUES**

CHARGES FOR SERVICES	\$ 73,900
TOTAL REVENUES	73,900

EXPENDITURES

PERSONAL SERVICES- WAGES	73,900
TOTAL EXPENDITURES	73,900

Net Increase (Decrease) to Fund Balance	\$ -
---	------

NARCOTICS FORFEITURE FUND**REVENUES**

INTERGOVERNMENTAL	\$ 6,000
TOTAL REVENUES	6,000

EXPENDITURES

SUPPLIES	6,000
TOTAL EXPENDITURES	6,000

Net Increase (Decrease) to Fund Balance	\$ -
---	------

2011 LIBRARY/RECREATION LEASE DEBT FUND**REVENUES**

OTHER FINANCING SOURCE	\$ 54
TOTAL REVENUES	54

EXPENDITURES

DEBT SERVICE	54
TOTAL EXPENDITURES	54

Net Increase (Decrease) to Fund Balance	\$ -
---	------

2012 STREET IMP REFUNDING BOND FUND**REVENUES**

INTEREST	\$ 200
TOTAL REVENUES	<u>200</u>

EXPENDITURES

DEBT SERVICE	200
TOTAL EXPENDITURES	<u>200</u>

Net Increase (Decrease) to Fund Balance	<u>\$ -</u>
---	-------------

PUBLIC IMPROVEMENT FUND**REVENUES**

INTEREST	\$ 2,133
TOTAL REVENUES	<u>2,133</u>

EXPENDITURES

CAPITAL OUTLAY	2,133
TOTAL EXPENDITURES	<u>2,133</u>

Net Increase (Decrease) to Fund Balance	<u>\$ -</u>
---	-------------

PARKS & RECREATION IMPROVEMENT FUND**REVENUES**

INTERGOVERNMENTAL	\$ 500,000
INTEREST INCOME	\$ 40,500
TOTAL REVENUES	<u>540,500</u>

EXPENDITURES

OTHER EXPENDITURES	500
CAPITAL OUTLAY	<u>348,000</u>
TOTAL EXPENDITURES	<u>348,500</u>

Net Increase (Decrease) to Fund Balance	<u>\$ 192,000</u>
---	-------------------

PARKS & RECREATION IMPROVEMENT FUND**REVENUES**

INTEREST INCOME	\$ 500,000
TRANSFER IN FROM OTHER FUNDS	\$ -
TOTAL REVENUES	<u>500,000</u>

EXPENDITURES

PROFESSIONAL SERVICES	
CAPITAL OUTLAY	348,500
TOTAL EXPENDITURES	<u>348,500</u>

Net Increase (Decrease) to Fund Balance	<u>\$ 151,500</u>
---	-------------------

e copy of a Resolution adopted by the City Council of the City of Oak Park at a regul

T. Edwin Norris, City Clerk