



AGENDA
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
DECEMBER 16, 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 December 2, 2024
- B. Special City Council Meeting Minutes for December 2, 2024
- C. Approval of Pay Application No. 8 and Change Order No. 1 for the 2024 Water Main Replacement Project, M-764 in the amount of \$19,547.87 and (\$45,381.44), respectively.
- D. Approval of Pay Application No. 5 (Final) and Change Order No. 1 for the Nine Mile Linear Park Landscaping Project, M-739 in the amounts of \$7,358.11 and (\$5,404.64), respectively
- E. Approval of Pay Application No. 5 (Final) for the Water Service Line Hydro Excavation Project, M-736 in the amount of \$11,244.55.
- F. Interlocal Agreement with Oakland County for Michigan Indigent Defense Commission (MIDC) Standard 7 Review and Qualification Requirements.
- G. Request to approve Payment Application No. 6 (Final) and Change Order No. 1 for the 2024 Lawn Maintenance Contract, to Capital Landscapes of Oak Park, MI in the amounts of \$3,207.00 and (\$5,033.50), respectively.
- H. Request to approve Payment Application No. 6 (Final) and Change Order No. 1 for the 2024 Landscape Maintenance Contract to Capital Landscapes of Oak Park, MI in the amount of \$12,052.00 and (\$3,875.00), respectively.

- I. New & Renewal Licenses for December 16, 2024

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS

- A. Special recognition for Oak Park resident Kenneth Sherman

8. ACCOUNTING REPORTS

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of \$17,064.88
- B. Approval for payment of an invoice submitted by Shifman Fournier for legal services retainer for January 1, 2025 – March 31, 2025 in the total amount of \$20,000.00

9. ORDINANCES

- A. Second reading and adoption of an ordinance to amend Chapter 30, Elections, of the Code of Ordinances, City of Oak Park, by replacing Article II, Voting Precincts, thereof in its entirety. (The proposed ordinance allows for the permanent combination of specific voting precincts for future elections)
- B. First reading of an ordinance to amend Chapter 10, Amusements and Entertainment, of the Code of Ordinances, City of Oak Park, by replacing Article VI, Mechanical Amusement Devices, thereof in its entirety. (The ordinance is being repealed as portions of it are preempted by state law and the remainder is outdated and no longer necessary)

10. CITY MANAGER

- A. Municipal Services
 - 1. Facade Grant approval for 26011 Coolidge Hwy.
 - 2. Proposed MDOT Contract 24-5321 for the bridge reconstruction of the Victoria Plaza and Church Street, also known as the Z03 Plaza Deck.
 - 3. Change order and budget amendment for the demolition project at 13200 Oak Park Blvd.
- B. Elevate Oak Park Update

11. CALL TO THE AUDIENCE

Each speaker's remarks are a matter of public record; the speaker, alone, is responsible for his or her comments and the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content, thereof, as being true or accurate. "Any person while being heard at a City Council Meeting may be called to order by the Chair, or any

Council Member for failure to be germane to the business of the City, vulgarity, or personal attacks on persons or institutions.” There is a three minute time limit per speaker.

12. CALL TO THE COUNCIL

13. ADJOURNMENT

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



**MINUTES
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
DECEMBER 2, 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, Council Member Radner, Council Member Whitehead

ABSENT: None

Excused: Mayor Pro Tem Carolyn Burns (Illness)

OTHERS

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

4. APPROVAL OF AGENDA

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

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

5. CONSENT AGENDA

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

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

- A. Regular City Council Meeting Minutes for November 18, 2024
CM-12-346-2024
- B. Proposed Payment request for MDOT Construction Projects for the total amount of \$30,930.26
CM-12-347-2024

- C. Approval of Pay Application No. 7 for the 2024 Water Main Replacement Project, M-764 in the amount of \$201,480.83
CM-12-348-2024
- D. Request to reschedule / cancel various Recycling and Environmental Conservation Commission meetings in 2025.
CM-12-349-2024
- E. Public Safety Activity Summary Report for September and October 2024
CM-12-350-2024
- F. Library Board Meeting Minutes for September 17, 2024 and October 15, 2024
CM-12-351-2024
- G. Corridor Improvement Authority Minutes for July 18, 2024, August 8, 2024, September 18, 2024 and October 17, 2024
CM-12-352-2024
- H. Planning Commission Minutes for August 12, 2024, September 9, 2024 and October 14, 2024
CM-12-353-2024
- I. Zoning Board of Appeals Minutes for June 25, 2024, July 23, 2024, and September 24, 2024
CM-12-354-2024
- J. Retirement Board Meeting Minutes for July 22, 2024 and September 23, 2024
CM-12-355-2024
- K. Proposed payment request for Safe Streets for All grant matching in the total amount of \$14,895.84
CM-12-356-2024
- L. Payment request from Neumann Smith Architecture for Architectural Services on the Event Hub and Municipal Services Move.
CM-12-357-2024
- M. New & Renewal Licenses for December 2, 2024
CM-12-358-2024

6. RECOGNITION OF VISITING ELECTED OFFICIALS

There were no elected officials present who wished to speak.

7. ORDINANCES

- A. First reading of an ordinance to amend Chapter 30, Elections, of the Code of Ordinances, City of Oak Park, by replacing Article II, Voting Precincts, thereof in its entirety. (The proposed ordinance allows for the permanent combination of specific voting precincts for future elections)
CM-12-359-2024

Motion by Edgar, seconded by Radner, CARRIED, to approve the first reading of an ordinance to amend Chapter 30, Elections, of the Code of Ordinances, City of Oak Park, by replacing Article II, Voting Precincts, thereof in its entirety. (The proposed ordinance allows for the permanent combination of specific voting precincts for future elections).

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

City Clerk Norris summarized the proposed ordinance amendment and indicated that the State of Michigan, with the passage of Prop 2 in 2022, allows a geographic precinct to contain no more than 4,999 active registered voters. This number was increased from 2,999 registered voters. The Clerk's office is proposing to combine 12 Oak Park voting precincts, which would decrease the total number of Oak Park voting precincts from 16 to 10. (Please refer to the attached 2025 Proposed Voting Precincts Map) The 12 precincts identified are from locations where there are two precincts currently located. The proposal will combine existing precincts 1 and 2, 5 and 6, 7 and 8, 9 and 10, 12 and 13, and 15 and 16. The geographical boundaries for existing precincts 3, 4, 11 and 14 will remain the same but will receive a new precinct number. (Please refer to the attached 2025 Proposed Voting Precincts Chart).

Advantages

All voters would continue to vote at the location they have been voting for the past ten years. Cost savings are realized due to the reduction in election workers and equipment needed to run the polling locations.

Larger precincts are possible because the number of in-precinct voters has decreased because more voters are taking advantage of Absentee Voting and Early Voting.

8. CITY MANAGER

A. Municipal Services

1. Facade Grant Approval - 12724 W. 9 Mile Road
CM-12-360-2024

Motion by Edgar, seconded by Whitehead, CARRIED, to approve the façade grant for 12724 W. 9 Mile Road for a maximum of 50% of the project costs in an amount not to exceed \$3,037.50.

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

Municipal Services Director Marrone indicated the Corridor Improvement Authority received an application for a Façade Improvement Grant from Jay and May Elias, who are the business owners of Yummy Shawarma. She indicated the project specifications met city guidelines for the program, which consists of the fabrication and installation of a new sign. The CIA is recommending approval of the façade grant for a maximum amount of \$3,037.50.

2. Request from DVM Utilities for a contract extension of the 2024 Sewer Lining Project, M-763
CM-12-361-2024

Motion by Whitehead, seconded by Edgar, CARRIED, to approve the request from DVM Utilities for a contract extension of the 2024 Sewer Lining Project, M-763.

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

City Engineer Grisamer summarized the request from DVM Utilities for a contract extension of the 2024 Sewer Lining Project, M-763. DVM has indicated that they would like to execute a one

(1) year extension of their unit prices for this project to perform the 2025 Sewer Lining Project, M-777. The contract allows for one - one (1) year extension. This project will line selected sewers throughout the city.

3. Approval of Pay Application No. 1 and Change Order No. 1 for the 2024-2025 Miscellaneous Concrete Project, M-773 to Mattioli Cement Company of Fenton, MI, in the amount of \$230,199.87 and \$1,500.00, respectively
CM-12-362-2024

Motion by Solomon Radner, seconded by Shawn Whitehead, CARRIED, to approve Pay Application No. 1 and Change Order No. 1 for the 2024-2025 Miscellaneous Concrete Project, M-773 to Mattioli Cement Company of Fenton, MI, in the amount of \$230,199.87 and \$1,500.00, respectively.

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

City Engineer Grisamer reviewed the proposed Pay Application No. 1 and Change Order No. 1 for the 2024-2025 Miscellaneous Concrete Project, M-773 by Mattioli Cement Company of Fenton, MI. This project includes replacing full depth concrete pavement and sidewalk in the areas shown on the attached map. The project is approximately 46% complete.

B. Finance/Assessing

1. 1st Quarter FY 2024-25 Investment Report

Finance Director Crawford presented the 1st Quarter FY 2024-25 Investment Report. A complete copy is on file with the City Clerk.

2. Budget to Actual Report for period ending 9-30-24

Finance Director Crawford presented the Budget to Actual Report for period ending 9-30-24. A complete copy is on file with the City Clerk.

9. CALL TO THE AUDIENCE

Solomon Zeiler, 26061 Radcliff Pl., expressed concerns about the 2024 Sidewalk Replacement Program.

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 about pending litigation involving the City.
CM-12-363-2024

Motion by Radner, seconded by Edgar, CARRIED, to convene a Closed Session to discuss attorney-client privileged communication about pending litigation involving the City.

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

The closed session convened at 7:35 p.m. and the regular meeting reconvened at 7:48 p.m.

Motion by Radner, seconded by Edgar, CARRIED, to approve the minutes of the 12-2-24 Closed Session.

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

12. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:50 PM.

T. Edwin Norris, City Clerk



**MINUTES
SPECIAL CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
DECEMBER 2, 2024
6:00 PM**

1. CALL TO ORDER

The special meeting was called to order at 6:00 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, Council Member Radner, Council Member Whitehead

ABSENT: None

Excused: Mayor Pro Tem Carolyn Burns (Illness)

OTHERS

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

3. SPECIAL BUSINESS

A. Discuss 4th of July events

Communications Director Toth summarized the results of the survey that was conducted to gauge the desire of Oak Park residents to have 4th of July festivities despite construction activities that are planned in the area for this summer. The survey clearly indicated the majority of the public wants some form of the parade and traditional events they are custom too. City Manager Tungate and Recreation Director Stasiak presented a plan that would keep the parade route the same, only shortening it slightly, so it would end at Shepherd Park near Oak Park Blvd. and Church Streets. Other activities would take place on the city campus in the Community Center and the area to its west. There was a consensus from the council that this was an acceptable plan.

B. Discuss policy and procedures for the naming of public property

City Manager Tungate presented information, including sample policy and procedures from other communities for the naming of public property. He indicated there are potential funding opportunities that may exist for the Event Hub and Community Center projects, and a policy might help guide these efforts. There was consensus among council members to have the city manager and city attorney proceed with drafting a policy for them to consider, although there was some concern about allowing corporations to have their names connected to city facilities in any manner.

4. CALL TO THE AUDIENCE

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

5. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:50 p.m.

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

5.C

AGENDA FOR: December 16, 2024

SUBJECT: Approval of Pay Application No. 8 and Change Order No. 1 for the 2024 Water Main Replacement Project, M-764 in the amount of \$19,547.87 and (\$45,381.44), respectively.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is proposed Pay Application No. 8 and Change Order No. 1 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 100% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$1,637,240.20
Proposed Change Order No. 1	(\$45,381.44)
Proposed New Contract Amount:	\$1,591,858.76
Total Earnings to Date:	\$1,591,858.75
Less Retainage:	\$15,000.00
Net Earned:	\$1,576,858.76
Deductions	\$0.00
Balance	\$1,576,858.76
Payments To Date	\$1,557,310.89
Amount Due Aielli Construction Company Inc.:	\$19,547.87

RECOMMENDED ACTION: It is recommended that Pay Application No. 8 and Change Order No. 1 for the 2024 Water Main Replacement Project to Aielli Construction Company Inc. of Shelby Township, MI be approved for the amounts of \$19,547.87 and (\$45,381.44),

respectively. Funding is available in the Water and Sewer Fund (592-18-538-970) for this expenditure.

EXHIBITS:

1. M765 Pay 8 - signed agenda
2. M764 change 1 121124
3. Lincoln_Location Map
4. Oak Park Blvd_Location 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.: 8
PERIOD ENDING: 12/5/24
PAGE: 1 of 3

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	1.00	\$16,453.14
2	Minor Traffic Device, Modified SP	1	LSUM	\$8,600.92	0.00	\$0.00	1.00	\$8,600.92
3	Pavement Removal, Modified SP	5,295	SYD	\$5.66	0.00	\$0.00	5,740.07	\$32,488.80
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	27	EACH	\$94.61	0.00	\$0.00	27.00	\$2,554.47
5	Project Cleanup	1	LSUM	\$4,551.82	0.00	\$0.00	1.00	\$4,551.82
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	3,400	SYD	\$9.39	0.00	\$0.00	3,595.82	\$33,764.75
7	Gate well , 1040C Frame and Cover	16	EACH	\$730.30	0.00	\$0.00	17.00	\$12,415.10
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	2.00	\$1,460.60
10	Underdrain Subgrade, Open Graded 6", Modified SP	25	LFT	\$38.15	0.00	\$0.00	225.50	\$8,602.83
11	Conc. Pavt. 24" curb and gutter Section, Non-Reinf. 7", Modified SP	28	LFT	\$37.72	0.00	\$0.00	31.48	\$1,187.43
12	Conc. Pavt W/integral curb and gutter, Non-Reinf. 9", Modified SP	3,150	SYD	\$85.16	0.00	\$0.00	3,324.73	\$283,134.01
13	Conc. Pavt W/integral curb and gutter, Non-Reinf. 7", Modified SP	250	SYD	\$71.15	0.00	\$0.00	258.59	\$18,398.68
14	Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk	8,820	SFT	\$7.86	0.00	\$0.00	8,270.11	\$65,003.06
15	Sidewalk Conc. NonReinf. Modified SP 6" Conc. Sidewalk	8,230	SFT	\$9.02	0.00	\$0.00	5,853.16	\$52,795.50
16	Sidewalk Curb	20	LFT	\$65.58	0.00	\$0.00	60.00	\$3,934.80
17	Class A Sodding, Modified SP	2,450	SYD	\$12.66	0.00	\$0.00	2,979.38	\$37,718.95
18	Water Main D.I CL 54 8" Trench Det B Modified	4,700	LFT	\$133.59	0.00	\$0.00	4,571.72	\$610,736.07
19	Oak Park Blvd. Water Main Connection "A" Oak Park Blvd. @ Greenfield	1	LSUM	\$7,656.58	0.00	\$0.00	1.00	\$7,656.58
20	Oak Park Blvd. Water Main Connection "B" Oak Park Blvd. @ Beverly Ave. (North Side)	1	LSUM	\$5,593.68	0.00	\$0.00	1.00	\$5,593.68
21	Oak Park Blvd. Water Main Connection "C" Oak Park Blvd. @ Beverly Ave. (South Side)	1	LSUM	\$5,593.68	0.00	\$0.00	1.00	\$5,593.68
22	Oak Park Blvd. Water Main Connection "D" Oak Park Blvd. @Stratford Ave.	1	LSUM	\$5,593.68	0.00	\$0.00	1.00	\$5,593.68
23	Oak Park Blvd. Water Main Connection "E" Oak Park Blvd. @ Radclift Ave.	1	LSUM	\$5,593.68	0.00	\$0.00	1.00	\$5,593.68
24	Oak Park Blvd. Water Main Connection "F" Oak Park Blvd. @ Coyle Ave.	1	LSUM	\$4,651.62	0.00	\$0.00	1.00	\$4,651.62
25	Oak Park Blvd. Water Main Connection "G" Oak Park Blvd. @ Wildwood Ave.	1	LSUM	\$4,651.62	0.00	\$0.00	1.00	\$4,651.62

26	Oak Park Blvd. Water Main Connection "H" Oak Park Blvd. @ Marlow Ave. (North Side)	1	LSUM	\$4,651.62	0.00	\$0.00	1.00	\$4,651.62
27	Oak Park Blvd. Water Main Connection "I" Oak Park Blvd. @ Marlow Ave. (South Side)	1	LSUM	\$5,593.68	0.00	\$0.00	1.00	\$5,593.68
28	Oak Park Blvd. Water Main Connection "J" Oak Park Blvd. @ Church St. (North Side)	1	LSUM	\$5,593.68	0.00	\$0.00	1.00	\$5,593.68
29	Oak Park Blvd. Water Main Connection "K" Oak Park Blvd. @ Church St. (South Side)	1	LSUM	\$5,593.68	0.00	\$0.00	1.00	\$5,593.68
30	Lincoln Ave. Water Main Connection "L" Lincoln Ave. @ 14060 Lincoln Ave.	1	LSUM	\$5,593.68	0.00	\$0.00	1.00	\$5,593.68
31	Lincoln Ave. Water Main Connection "M" Lincoln Ave. @ Coolidge Hwy.	1	LSUM	\$10,430.08	0.00	\$0.00	1.00	\$10,430.08
32	Install Fire Hydrant EJIW 5BR-250	12	EACH	\$6,480.74	0.00	\$0.00	13.00	\$84,249.62
33	Install 8" Gate Valve and Well	16	EACH	\$5,465.61	0.00	\$0.00	17.00	\$92,915.37
34	Remove & Replace Short Side Service Curb Box 3/4" to 2"	18	EACH	\$927.47	0.00	\$0.00	18.00	\$16,694.46
35	Service Transfers	71	EACH	\$667.33	0.00	\$0.00	71.00	\$47,380.43
36	3/4" to 2" Diameter Type K Copper	485	LFT	\$41.05	0.00	\$0.00	215.00	\$8,825.75
37	Remove Existing Fire Hydrant	6	EACH	\$311.28	0.00	\$0.00	6.00	\$1,867.68
38	Remove Existing Gate Valve and Well	12	EACH	\$378.75	0.00	\$0.00	12.00	\$4,545.00
39	Drainage Structure Adjust	4	EACH	\$266.55	0.00	\$0.00	3.00	\$799.65
40	Crossing Existing Water Mains, Sewers, and sewer leads	20	EACH	\$695.19	0.00	\$0.00	1.00	\$695.19
41	Cast in Place Detectable, Tactile warning Surfaces	460	SFT	\$39.78	0.00	\$0.00	350.00	\$13,923.00
42	Abandon Existing Water Main, Oak Park Blvd. Water main	1	LSUM	\$20,910.80	0.00	\$0.00	0.00	\$0.00
43	Abandon Existing Water Main, Lincoln Ave. Water main	1	LSUM	\$10,753.12	0.00	\$0.00	0.00	\$0.00
44	Maintenance Gravel, Modified SP	1,000	TON	\$28.16	0.00	\$0.00	1,047.83	\$29,506.89
45	Salvage Sign, Modified SP	10	EACH	\$105.32	0.00	\$0.00	3.00	\$315.96
46	Unidentified Irrigation System Repairs - Sprinkler Lines	500	LFT	\$6.45	0.00	\$0.00	0.00	\$0.00
47	Unidentified Irrigation System Repairs - Sprinkler Heads	100	EACH	\$69.88	0.00	\$0.00	0.00	\$0.00
48	Tulare Sewer Repair	0	LSUM	\$14,322.00	1.00	\$14,322.00	1.00	\$14,322.00
49	Hydrant Extension	0	LSUM	\$2,828.07	1.00	\$2,828.07	1.00	\$2,828.07
50	Lincoln Connection Change	0	LSUM	\$2,397.80	1.00	\$2,397.80	1.00	\$2,397.80

\$19,547.87

\$1,591,858.76

Original Contract Amount: \$1,637,240.20
Proposed Change Order #1: (\$45,381.44)
Proposed New Contract Amount: \$1,591,858.76

Earnings This Period: \$19,547.87
Total Earnings to Date: \$1,591,858.76
Less Retainage: \$15,000.00
Net Earned: \$1,576,858.76
Deductions: \$0.00
Balance: \$1,576,858.76
Payments to Date: \$1,557,310.89

Amount Due: **\$19,547.87**

Accepted By:



Aielli Construction Company Inc.

Date:

12/06/2024



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

Date:

12/06/2024

CHANGE ORDER

PROJECT:	2024 Water Main Replacement Project	JOB NUMBER:	M-764
OWNER:	City of Oak Park, Michigan	CHANGE ORDER NO.:	1
CONTRACTOR:	Aielli Construction Company Inc. 47742 Van Dyke Ave Shelby Twp., MI 48317		

TO THE CONTRACTOR:

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

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

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Increased Amount
3	Pavement removal, Modified SP	5,295	SYD	\$5.66	445.07	5,740.07	\$2,519.10
6	Aggregate Base under Concrete (6" 21AA Crush Limestone)	3,400	SYD	\$9.39	195.82	3,595.82	\$1,838.75
7	Gate Well, 1040C Frame and Cover	16	EACH	\$730.30	1.00	17.00	\$730.30
10	Underdrain Subgrade, Open Graded 6", Modified SP	25	LFT	\$38.15	200.50	225.50	\$7,649.08
11	Conc. Pavt. 24" Curb and Gutter Section, Non-Reinf 7", Modified SP	28	LFT	\$37.72	3.48	31.48	\$131.27
12	Conc. Pavt. W/Integral curb & gutter, Non-Reinf 9", Modified sp	3,150	SYD	\$85.16	174.73	3,324.73	\$14,880.01
13	Conc. Pavt. W/Integral curb & gutter, Non-Reinf 7", Modified sp	250	SYD	\$71.15	8.59	258.59	\$611.18
16	Sidewalk Curb Wall	20	LFT	\$65.58	40.00	60.00	\$2,623.20
17	Class A Sodding, Modified SP	2,450	SYD	\$12.66	529.38	2,979.38	\$6,701.95
32	Install Fire Hydrant EJIW 5BR-250	12	EACH	\$6,480.74	1.00	13.00	\$6,480.74
33	Install 8" Gate Valve and Well	16	EACH	\$5,465.61	1.00	17.00	\$5,465.61
44	Maintenance Gravel, Modified SP	1,000	TON	\$28.16	47.83	1,047.83	\$1,346.89
48	Tulare Sewer Repair	0	LSUM	\$14,322.00	1.00	1.00	\$14,322.00
49	Hydrant Extension	0	LSUM	\$2,828.07	1.00	1.00	\$2,828.07
50	Lincoln Connection Change	0	LSUM	\$2,397.80	1.00	1.00	\$2,397.80
Total:							\$70,525.95

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	Decreased Amount
8	Sanitary Manhole, 1040A Frame and Cover	2	EACH	\$730.30	-2.00	0.00	-\$1,460.60
14	Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk	8,820	SFT	\$7.86	-549.89	8,270.11	-\$4,322.14
15	Sidewalk Conc. NonReinf. Modified SP 6" Conc. Sidewalk	8,230	SFT	\$9.02	-2,376.84	5,853.16	-\$21,439.10
18	Water Main, D.I CL54 8" Trench Det B Modified	4,700.00	LFT	\$133.59	-128.28	4,571.72	-\$17,136.93
36	3/4" to 2" Diameter Type K Copper	485	LFT	\$41.05	-270.00	215.00	-\$11,083.50
39	Drainage Structure Adjust	4	EACH	\$266.55	-1.00	3.00	-\$266.55
40	Crossing Existing Water Mains, Sewers, Sewer Leads	20	EACH	\$695.19	-19.00	1.00	-\$13,208.61
41	Cast in place Detectable, Tactile Warning Surfaces	460	SFT	\$39.78	-110.00	350.00	-\$4,375.80
42	Abandon Existing Water Main, Oak Park Blvd Water Main	1	LSUM	\$20,910.80	-1.00	0.00	-\$20,910.80
43	Abandon Existing Water Main, Lincoln Ave. Water Main	1	LSUM	\$10,753.12	-1.00	0.00	-\$10,753.12
45	Salvage Sign, Modified SP	10	EACH	\$105.32	-7.00	3.00	-\$737.24
46	Unidentified Irrigation System Repairs- Sprinkler Heads	500	LFT	\$6.45	-500.00	0.00	-\$3,225.00
47	Unidentified Irrigation System Repairs- Sprinkler Lines	100	EACH	\$69.88	-100.00	0.00	-\$6,988.00
Total:							(\$115,907.39)

SUMMARY

Total Increase	\$70,525.95
Total Decrease	(\$115,907.39)
Total Amount for Change Order No. 1:	(\$45,381.44)

Aielli Construction Company Inc. _____ Date

Original Contract Amount:	\$1,637,240.20
Change Order No.1:	(\$45,381.44)
Proposed New Contract Amount	\$1,591,858.76

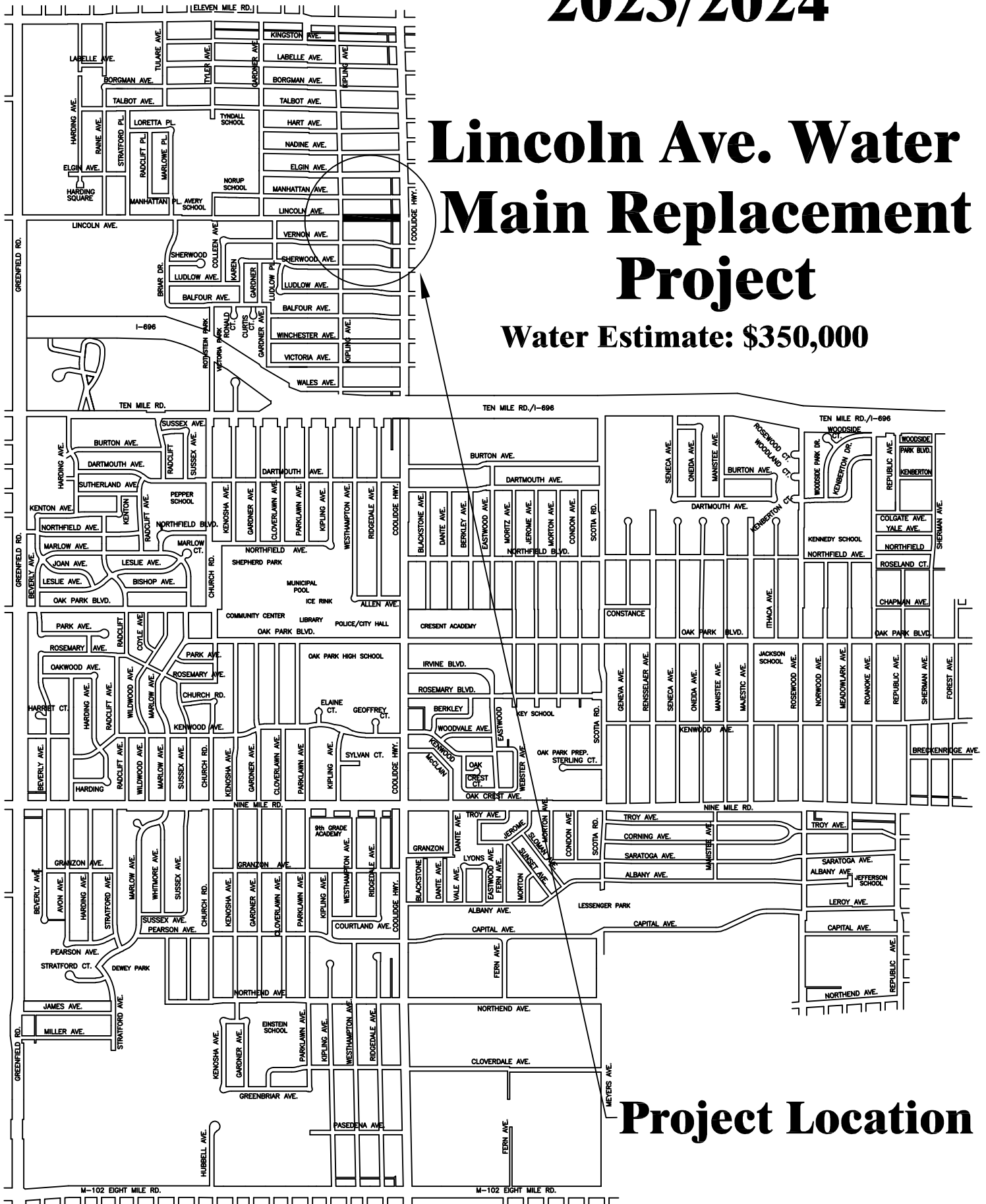
Kara Grisamer, City Engineer _____ Date
As reviewed and recommended for approval by City Council

City of Oak Park

2023/2024

Lincoln Ave. Water Main Replacement Project

Water Estimate: \$350,000



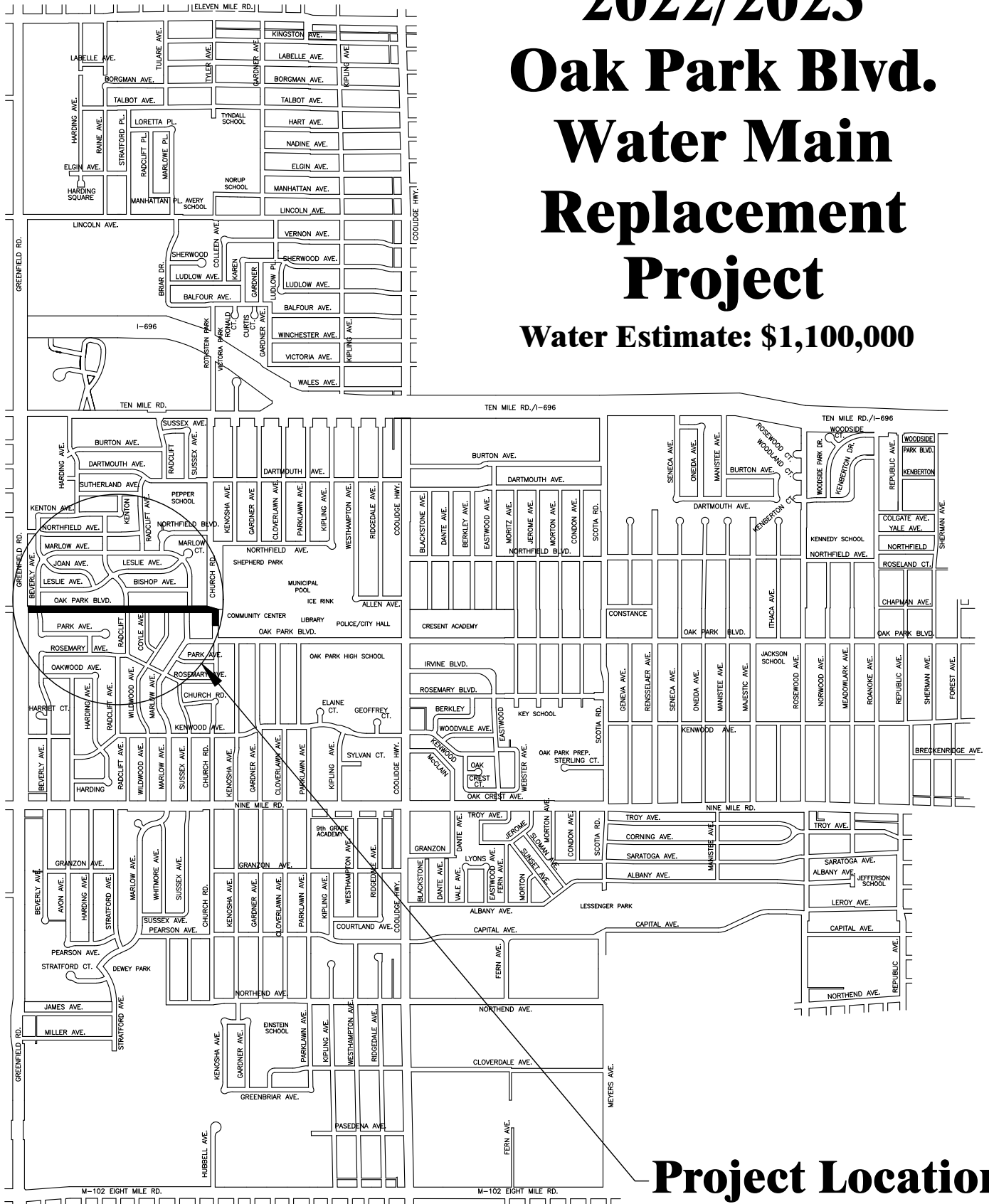
Project Location

City of Oak Park

2022/2023

Oak Park Blvd. Water Main Replacement Project

Water Estimate: \$1,100,000



Project Location



CITY OF OAK PARK, MI STAFF REPORT

5.D

AGENDA FOR: December 16, 2024

SUBJECT: Approval of Pay Application No. 5 (Final) and Change Order No. 1 for the Nine Mile Linear Park Landscaping Project, M-739 in the amounts of \$7,358.11 and (\$5,404.64), respectively

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is proposed Pay Application No. 5 (Final) and Change Order No. 1 for the Nine Mile Linear Park Landscaping Project, M-739 by Santoro Services, LLC of Chesterfield, MI. This project included landscaping the Linear Park, which is shown on the attached map. The project is 100% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$152,566.90
Proposed Change Order No. 1	(\$5,404.64)
Proposed Contract Amount:	\$147,162.26
Total Earnings to Date:	\$147,162.26
Less Retainage:	\$0.00
Net Earned:	\$147,162.26
Deductions	\$0.00
Balance	\$147,162.26
Payments To Date	\$139,804.15
Amount Due Santoro Services, LLC:	\$7,358.11

RECOMMENDED ACTION: It is recommended that Pay Application No. 5 (Final) and Change Order No. 1 for the Nine Mile Linear Park Landscaping Project, M-739 to Santoro Services, LLC

of Chesterfield, MI be approved for the amounts of \$7,358.11 and (\$5,404.64), respectively. Funding is available in the Public Improvement Fund (401-70-900-970) for this expenditure.

EXHIBITS:

1. M-739 PAY5 and CO1 - Signed
2. M739 Landscaping 9 Mile Map

PAYMENT APPLICATION

PROJECT: Nine Mile Linear Park Landscaping Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Santoro Service, LLC
29500 23 Mile Road
Chesterfield, MI 48047

JOB NUMBER: M-739
APPLICATION NO.: 5 (FINAL)
PERIOD ENDING: 12/4/24
PAGE: 1 of 1

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max	1	LSUM	\$6,500.00	0.00	\$0.00	1.00	\$6,500.00
2	Cobblestone, 12 inch depth	40	SYD	\$98.75	0.00	\$0.00	20.00	\$1,975.00
3	Acer Rubrum, 3 inch	4	EACH	\$350.00	0.00	\$0.00	4.00	\$1,400.00
4	Achillea millefolium, #1 cont.	83	EACH	\$18.00	0.00	\$0.00	86.00	\$1,548.00
5	Amelanchier canadensis 'Autumn Brilliance'	9	EACH	\$495.00	0.00	\$0.00	9.00	\$4,455.00
6	Arctostaphylos uva-ursa, quart	1,039	EACH	\$13.50	0.00	\$0.00	1,047.00	\$14,134.50
7	Aronia melanocarpa, 'Autumn Magic', #5 Cont.	21	EACH	\$79.00	0.00	\$0.00	21.00	\$1,659.00
8	Asclepias Tuberosa, #1 cont.	22	EACH	\$22.00	0.00	\$0.00	14.00	\$308.00
9	Celtia Occidentalis, 3 inch	5	EACH	\$425.00	0.00	\$0.00	4.00	\$1,700.00
10	Cercis Canadensis, 10 ft height	5	EACH	\$425.00	0.00	\$0.00	5.00	\$2,125.00
11	Cronus sericea, #5 cont.	5	EACH	\$79.00	0.00	\$0.00	5.00	\$395.00
12	Echinacea purpurea, #1 cont.	81	EACH	\$18.00	0.00	\$0.00	79.00	\$1,422.00
13	Geranium maculatum, #1 cont.	255	EACH	\$18.00	0.00	\$0.00	245.00	\$4,410.00
14	Ilex verticillata, #5 cont.	8	EACH	\$79.00	0.00	\$0.00	8.00	\$632.00
15	Iris virginia, #1 cont.	26	EACH	\$18.00	0.00	\$0.00	26.00	\$468.00
16	Juniperus Chinensis 'Nick's Compact', #5 cont.	177	EACH	\$75.00	0.00	\$0.00	148.00	\$11,100.00
17	Juniperus virginiana, 10 ft height	2	EACH	\$365.00	0.00	\$0.00	0.00	\$0.00
18	Larix Laricina, 10 ft height	1	EACH	\$495.00	0.00	\$0.00	0.00	\$0.00
19	Monarda spicata, #1 cont.	5	EACH	\$18.00	0.00	\$0.00	5.00	\$90.00
20	Panicum virgatum 'Shenandoah', #1 cont.	19	EACH	\$20.00	0.00	\$0.00	19.00	\$380.00
21	Physocarpus opulifolius 'Diabolo', #5 cont.	8	EACH	\$79.00	0.00	\$0.00	8.00	\$632.00
22	Potentilla fruticosa 'Goldfinger', #1 cont.	89	EACH	\$19.00	0.00	\$0.00	89.00	\$1,691.00
23	Quercus rubra, 3 inch	5	EACH	\$495.00	0.00	\$0.00	5.00	\$2,475.00
24	Rhus aromatica 'Gro-Low', #1 cont.	125	EACH	\$18.00	0.00	\$0.00	126.00	\$2,268.00
25	Rudbeckia fulgida var sulivantii 'Goldsturm', #1 cont.	27	EACH	\$20.00	0.00	\$0.00	26.00	\$520.00
26	Schizachyrium scoparium, #1 cont.	21	EACH	\$18.00	0.00	\$0.00	25.00	\$450.00
27	Sporobolus heterolepis, #1 cont.	264	EACH	\$18.00	0.00	\$0.00	264.00	\$4,752.00
28	Symphotrichum novae-angliae, #1 cont.	10	EACH	\$18.00	0.00	\$0.00	10.00	\$180.00
29	Ulmus x 'Frontier', 3 inch	5	EACH	\$425.00	0.00	\$0.00	5.00	\$2,125.00
30	Viburnum dentatum 'Blue Muffin', #5 cont.	15	EACH	\$79.00	0.00	\$0.00	15.00	\$1,185.00
31	Watering and cultivating, 1st year	1	LSUM	\$9,100.00	0.00	\$0.00	1.00	\$9,100.00
32	Watering and cultivating, 2nd year	1	LSUM	\$10,400.00	0.00	\$0.00	1.00	\$10,400.00
33	Plant bed preparation	1,525	SYD	\$32.95	0.00	\$0.00	1,557.81	\$51,329.84
34	Acer rubrum, 3 inch	1	EACH	\$350.00	0.00	\$0.00	0.00	\$0.00
35	Aronia melanocarpa 'Autumn Magic', #5 cont.	6	EACH	\$79.00	0.00	\$0.00	0.00	\$0.00
36	Cercis canadensis, 10 ft height	2	EACH	\$425.00	0.00	\$0.00	0.00	\$0.00
37	Geranium maculatum, #1 cont.	47	EACH	\$18.00	0.00	\$0.00	6.00	\$108.00
38	Panicum virgatum, 'Shenandoah', #1 cont.	9	EACH	\$20.00	0.00	\$0.00	0.00	\$0.00
39	Rhus aromatica 'Gro-Low', #1 cont.	5	EACH	\$18.00	0.00	\$0.00	0.00	\$0.00
40	Rudbeckia fulgida var sulivantii 'Goldsturm', #1 cont.	3	EACH	\$20.00	0.00	\$0.00	0.00	\$0.00
41	Sporobolus heterolepis, #1 cont.	22	EACH	\$18.00	0.00	\$0.00	0.00	\$0.00
42	Ulmus x 'Frontier', 3 inch	1	EACH	\$425.00	0.00	\$0.00	0.00	\$0.00
43	Plant bed preparation	67	SYD	\$32.95	0.00	\$0.00	0.00	\$0.00
44	Grass Restoration	0	SFT	\$0.65	0.00	\$0.00	8,069.10	\$5,244.92

\$0.00 \$147,162.26

Original Contract Amount: \$152,566.90
Change Order No. 1: -\$5,404.64
New Contract Amount: \$147,162.26

Earnings This Period: \$0.00
Total Earnings to Date: \$147,162.26
Less Retainage: \$0.00
Net Earned: \$147,162.26
Deductions: \$0.00
Balance: \$147,162.26
Payments to Date: \$139,804.15

Amount Due: \$7,358.11

Accepted By: Franco Santoro
Santoro Services, LLC

Date: 12/04/2024

Kara M. Grisamer
Kara Grisamer, City Engineer
City of Oak Park, Michigan

Date: 12/04/2024

CHANGE ORDER

PROJECT: Nine Mile Linear Park Landscaping Project M-739

OWNER: City of Oak Park, Michigan **CHANGE ORDER NO.:** 1

CONTRACTOR: Santoro Service, LLC **PAGE:** 1
 29500 23 Mile Road
 Chesterfield, MI 48047

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.
 This change order reflects work completed or anticipated. Documentation supporting these changes is on file with the City Engineer.

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	TOTAL Amount
4	Achillea millefolium, #1 cont.	83.00	EACH	\$18.00	3.00	86.00	\$54.00
6	Arctostaphylos uva-ursa, quart	1,039.00	EACH	\$13.50	8.00	1,047.00	\$108.00
24	Rhus aromatica 'Gro-Low', #1 cont.	125.00	EACH	\$18.00	1.00	126.00	\$18.00
26	Schizachyrium scoparium, #1 cont.	21.00	EACH	\$18.00	4.00	25.00	\$72.00
33	Plant bed preparation	1,525.00	SYD	\$32.95	32.81	1,557.81	\$1,081.09
44	Grass Restoration	0.00	SFT	\$0.65	8,069.10	8,069.10	\$5,244.92
TOTALS							\$6,578.01

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	TOTAL Amount
2	Cobblestone, 12 inch depth	40.00	SYD	\$98.75	-20.00	20.00	-\$1,975.00
8	Asclepias Tuberosa, #1 cont.	22.00	EACH	\$22.00	-8.00	14.00	-\$176.00
9	Celtia Occidentalis, 3 inch	5.00	EACH	\$425.00	-1.00	4.00	-\$425.00
12	Echinacea purpurea, #1 cont.	81.00	EACH	\$18.00	-2.00	79.00	-\$36.00
13	Geranium maculatum, #1 cont.	255.00	EACH	\$18.00	-10.00	245.00	-\$180.00
16	Juniperus Chinensis 'Nick's Compact', #5 cont.	177.00	EACH	\$75.00	-29.00	148.00	-\$2,175.00
17	Juniperus virginiana, 10 ft height	2.00	EACH	\$365.00	-2.00	0.00	-\$730.00
18	Larix Laricina, 10 ft height	1.00	EACH	\$495.00	-1.00	0.00	-\$495.00
25	Rudbeckia fulgida var sulivantii 'Goldsturm', #1 cont.	27.00	EACH	\$20.00	-1.00	26.00	-\$20.00
34	Acer rubrum, 3 inch	1.00	EACH	\$350.00	-1.00	0.00	-\$350.00
35	Aronia melanocarpa 'Autumn Magic', #5 cont.	6.00	EACH	\$79.00	-6.00	0.00	-\$474.00
36	Cercis canadensis, 10 ft height	2.00	EACH	\$425.00	-2.00	0.00	-\$850.00
37	Geranium maculatum, #1 cont.	47.00	EACH	\$18.00	-41.00	6.00	-\$738.00
38	Panicum virgatum, 'Shenandoah', #1 cont.	9.00	EACH	\$20.00	-9.00	0.00	-\$180.00
39	Rhus aromatica 'Gro-Low', #1 cont.	5.00	EACH	\$18.00	-5.00	0.00	-\$90.00
40	Rudbeckia fulgida var sulivantii 'Goldsturm', #1 cont.	3.00	EACH	\$20.00	-3.00	0.00	-\$60.00
41	Sporobolus heterolepis, #1 cont.	22.00	EACH	\$18.00	-22.00	0.00	-\$396.00
42	Ulmus x 'Frontier', 3 inch	1.00	EACH	\$425.00	-1.00	0.00	-\$425.00
43	Plant bed preparation	67.00	SYD	\$32.95	-67.00	0.00	-\$2,207.65
TOTALS							-\$11,982.65

SUMMARY

Total Decrease	-\$11,982.65
Total Increase	\$6,578.01
Total for Change Order No. 1:	-\$5,404.64

Contract Amount	\$152,566.90
Change Order No. 1:	-\$5,404.64
New Contract Amount:	\$147,162.26

Franco Santoro

Santoro Services, LLC

Kara M. Grisamer

Kara Grisamer, City Engineer
 City of Oak Park, Michigan

*Reviewed by and recommended for approval by City Council

12/04/2024

Date

12/04/2024

Date

Project M-739 - Nine Mile Linear Park Landscaping Project





CITY OF OAK PARK, MI STAFF REPORT

5.E

AGENDA FOR: December 16, 2024

SUBJECT: Approval of Pay Application No. 5 (Final) for the Water Service Line Hydro Excavation Project, M-736 in the amount of \$11,244.55.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is proposed Pay Application No. 4 and Change Order No. 1 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 now 100% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$224,890.94
Change Order No. 1:	(\$46,184.74)
Proposed Contract Amount:	\$178,706.20
Total Earnings to Date:	\$178,706.20
Less Retainage:	\$0.00
Net Earned:	\$178,706.20
Deductions:	\$0.00
Balance:	\$178,706.20
Payments to Date:	\$167,461.65
Amount Due to Duke's Root Control:	\$11,244.55

RECOMMENDED ACTION: It is recommended that Final Pay Application No. 5 (Final) for the Water Service Line Hydro Excavation Project to Duke's Root Control of Elgin, Illinois be approved for the amount of \$11,244.55. 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 and will be reimbursed by the State of Michigan for this work.

EXHIBITS:

1. PAY 5 (FINAL) - Signed

PAYMENT APPLICATION

WATER SERVICE LINE HYDRO EXCAVATION PROJECT

CITY OF OAK PARK, MICHIGAN

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

JOB NUMBER: M-736

APPLICATION NO.: 5

PERIOD ENDING: 11/22/2024

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	1.00	\$7,500.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$5,105.00	0.00	\$0.00	1.00	\$5,105.00
3	Pavement Removal, Modified SP	300	SYD	\$34.25	0.00	\$0.00	95.38	\$3,266.76
4	Hydro-Excavation of Service Line	370	EACH	\$409.00	0.00	\$0.00	350.00	\$143,150.00
5	Sidewalk Conc.- Non Reinf., Modified SP 4" Conc. Sidewalk	2,000	SFT	\$13.00	0.00	\$0.00	289.50	\$3,763.50
6	Sidewalk Conc.- Non Reinf., Modified SP 6" Conc. Sidewalk/Drive Approach	700	SFT	\$15.00	0.00	\$0.00	116.00	\$1,740.00
7	Project Clean up	1	LSUM	\$14,180.94	0.00	\$0.00	1.00	\$14,180.94

Period Total Amount: \$0.00 Amount to Date: \$178,706.20

Original Contract Amount: \$224,890.94
Change Order #1: -\$46,184.74
Contract Amount: \$178,706.20

Earnings This Period: \$0.00
Total Earnings to Date: \$178,706.20
Less Retainage: \$0.00
Net Earned: \$178,706.20
Deductions: \$0.00
Balance: \$178,706.20
Payments to Date: \$167,461.65

AMOUNT DUE DUKE'S ROOT CONTROL: \$11,244.55

Accepted By: David Weber
Duke's Root Control

Date: 12/09/2024

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

Date: 12/09/2024



CITY OF OAK PARK, MI STAFF REPORT

5.F

AGENDA FOR: December 16, 2024

SUBJECT: Interlocal Agreement with Oakland County for Michigan Indigent Defense Commission (MIDC) Standard 7 Review and Qualification Requirements.

DEPARTMENT: City Clerk

FROM: Ed Norris, City Clerk

SUMMARY: See Agreement

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Approve the agreement

EXHIBITS:

1. IDSO Interlocal Agreement_11_19_2024

**INTERLOCAL AGREEMENT BETWEEN
OAKLAND COUNTY AND**

[Insert Public Body]

FOR MIDC STANDARD 7 REVIEW AND QUALIFICATION REQUIREMENTS

This Agreement (the “Agreement”) is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 (“County”), and the [Insert Public Body] (“Public Body”) [Insert Public Body Address]. County and Public Body may be referred to individually as a “Party” and jointly as “Parties.”

PURPOSE OF AGREEMENT. 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 complying with the Michigan Indigent Defense Commission Act of 2013, 2013 Public Act 93, MCL 780.981 *et seq.* (hereinafter “MIDC Act”) and delineating the duties of the Parties related to complying with MIDC Standard 7 – Qualification and Review subject to the terms and conditions set forth in this Agreement, as described in Exhibits I and Exhibit II.

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - 1.1. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - 1.2. **Chief Attorney** means the department head of the County’s Indigent Defense Services Office (hereinafter “IDSO”) who will supervise the Principal Attorney who is performing the obligations outlined in Exhibit I.
 - 1.3. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
 - 1.4. **Confidential Information** means all information and data that County is required or permitted by law to keep confidential, including, but not limited to, records of County’s security measures, including security plans, security codes and combinations, passwords, keys, and security procedures, to the extent that the records relate to ongoing security of County as well as records or information to protect the security or safety of persons or property, whether public or private, including, but not limited to, building, public works, and public water supply designs relating to ongoing security measures, capabilities and plans for

responding to violations of the Michigan Anti-terrorism Act, emergency response plans, risk planning documents, threat assessments and domestic preparedness strategies.

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

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

1.7. **Exhibits** mean the following exhibit(s), which are attached and incorporated into this Agreement:

Exhibit I: Scope of County Deliverables

Exhibit II: Public Body Obligations

1.8. **Performance Guidelines and Core Competencies** means the guidelines and requirements as developed by County for review of quality of representation provided by criminal attorneys.

1.9. **Points of Contact** mean the individuals designated by Public Body and identified to County to act as contacts for communication and other purposes as described herein.

1.10. **Principal Attorney** means the licensed attorney reporting to the Chief Attorney of County's IDSO who will perform the work as outlined in Exhibit I.

1.11. **Public Body** means the [Insert Public Body] which is an entity created by state or local authority or which is primarily funded by or through state or local authority, including, but not limited to, its council, its board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors. For purposes of this Agreement, Public Body includes any Michigan court, when acting in concert with its funding unit.

2. **COUNTY RESPONSIBILITIES.**

2.1. County will perform the work as outlined in Exhibit I. County is not obligated or required to provide any additional services that are not specified in this Agreement and Exhibit I.

2.2. County may access, use, and disclose to third parties information, records, and any other content created by County under its Scope of Deliverables in Exhibit I to comply with the law, such as a subpoena, court order, or Freedom of Information Act request as detailed in Exhibit II.

3. **PUBLIC BODY RESPONSIBILITIES.**

3.1. Public Body shall comply with all terms and conditions in this Agreement and agree to comply with the obligations as set forth in Exhibit II.

3.2. Public Body shall respond to and be responsible for all information, FOIA, record, and other document requests directed to Public Body from County.

3.3. Third-party product or service providers may require County to pass through to Public Body certain terms and conditions contained in license agreements, service agreements, acceptable use policies and similar terms of service or usage, in order to provide Services to

Public Body. Public Body agrees to comply with these terms and conditions. Public Body must follow the termination provisions of this Agreement if it determines that it cannot comply with any of the terms and conditions.

4. **DURATION OF INTERLOCAL AGREEMENT.**

- 4.1. This Agreement and any amendments shall be effective when executed by both Parties with resolutions passed or other appropriate authorization given by the governing bodies of each Party, except as otherwise specified herein. The approval and terms of this Agreement and any amendments, except as otherwise specified herein, 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.
- 4.2. Unless extended by an Amendment, this Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement.

5. **ASSURANCES.**

- 5.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts or omissions of its employees and agents arising under or related to this Agreement.
- 5.2. **Responsibility for Attorney Fees and Costs.** 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.
- 5.3. **No Indemnification.**
 - 5.3.1. 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.
 - 5.3.2. Except as otherwise provided in this Agreement, this Agreement does not and is not intended to create any third-party obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, or any other right in favor of any third person or entity.
- 5.4. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines, penalties, assessments, and fees associated with its acts or omissions related to this Agreement and/or for noncompliance with this Agreement.
- 5.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- 5.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 5.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement.

6. USE OF CONFIDENTIAL INFORMATION

- 6.1. The Parties shall not reproduce, provide, disclose, or give access to Confidential Information to County or Public Body employees, agents, or contractors not having a legitimate need to know the Confidential Information, or to any third-party. County and Public Body shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, the Parties may disclose the Confidential Information if required by law, statute, or other legal process provided that the Party required to disclose the information: (i) provides prompt written notice of the impending disclosure to the other Party, (ii) provides reasonable assistance in opposing or limiting the disclosure, and (iii) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon the Parties with respect to any Confidential Information when it can be established by legally sufficient evidence that the Confidential Information: (i) was in possession of or was known by prior to its receipt from the other Party, without any obligation to maintain its confidentiality; or (ii) was obtained from a third party having the right to disclose it, without an obligation to keep such information confidential.
- 6.2. Notwithstanding anything to the contrary, County has no obligation to inform or provide notice to Public Body regarding the disclosure of non-Confidential Information or records that are required to be disclosed by law.
- 6.3. Subject to any record retention laws or legal requirements, within five (5) business days after receiving a written request from the other Party, or upon termination of this Agreement, the receiving Party shall return or destroy all of the disclosing Party's Confidential Information.

7. DISCLAIMER OF WARRANTIES.

- 7.1. COUNTY SERVICES, INCLUDING ANY GOODS, SERVICES, PARTS, SUPPLIES, EQUIPMENT, OR OTHER ITEMS THAT ARE PROVIDED TO PUBLIC BODY UNDER THIS AGREEMENT, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, "WITH ALL FAULTS."
- 7.2. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT.
- 7.3. COUNTY MAKES NO WARRANTY THAT: (I) THE SERVICES WILL MEET PUBLIC BODY'S REQUIREMENTS, OR (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE.

8. LIMITATION OF LIABILITY.

- 8.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN AND TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF COUNTY TO

PUBLIC BODY UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, EQUITY, OR OTHERWISE) SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100).

9. **DISPUTE RESOLUTION.** All disputes relating to the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to and Public Body's Agreement Administrator/Point of Contact for possible resolution. County's Chief Attorney of IDSO and Public Body's Agreement Administrator/Point of Contact may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the chief executive officials of each Party or their designees. The chief executive officials or their designees may meet promptly and confer in an effort to resolve such dispute.

10. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 10.1. **Termination for Convenience.** Either Party may terminate or cancel this entire Agreement or any one of the Services described in the attached Exhibit(s), upon one hundred twenty (120) days' written notice, for any reason including convenience.
- 10.2. **Immediate Termination.** County may terminate or cancel this Agreement, in whole or in part, immediately, upon notice to the Public Body, if any third-party funding for this Agreement is reduced or terminated.
- 10.3. The effective date of termination and/or cancellation shall be clearly stated in the written notice. Either the County Executive or the Board of Commissioners are authorized to terminate this Agreement for County under this provision.

11. **SUSPENSION OF SERVICES.** County, through its Chief Attorney of the IDSO, may suspend Services immediately for any period of time for any of the following reasons: (i) requests by law enforcement or other governmental agencies; (ii) engagement by Public Body in fraudulent or illegal activities relating to the Services provided herein; (iii) breach of the terms and conditions of this Agreement; or (iv) unexpected technical, security, or personnel issues. The right to suspend Services is in addition to the right to terminate or cancel this Agreement according to the provisions in Section 10. County shall not incur any penalty, expense or liability if Services are suspended under this Section.

12. **GENERAL TERMS AND CONDITIONS.**

- 12.1. **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.
- 12.2. **No employee-employer relationship.** Nothing in this Agreement shall be construed as creating an employee-employer relationship between County and Public Body. At all times and for all purposes under this Agreement, the Parties' relationship to each other is that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, contractors, agents, and servants during the term of this Agreement. No liability, right or benefits arising out of an employer/employee relationship, either express or implied, shall arise or accrue to either Party as a result of this Agreement.
- 12.3. **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.

- 12.4. **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.
- 12.5. **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.
- 12.6. **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 in the Exhibits or other documents that comprise this Agreement.
- 12.7. **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.
- 12.8. **Force majeure.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.
- 12.9. **Notices.** Except as otherwise provided in the Exhibits, 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.
- 12.9.1. If Notice is sent to County, it shall be addressed and sent to: 1) County's Chief Attorney of the Indigent Defense Services Office at 1200 N. Telegraph Road, Building 14E, Second Floor, Pontiac, MI 48341-0419.
- 12.9.2. If Notice is sent to Public Body, it shall be addressed to: [insert position title and Address].

12.9.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.

12.10. **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.

12.11. **Survival of terms.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: Definitions (Section 1); Assurances (Section 6); Use of Confidential Information (Section 7); Disclaimer of Warranties (Section 8); Limitation of Liability (Section 9); Dispute Resolution (Section 10); and General Terms and Conditions (Section 13).

12.12. **Entire agreement.**

12.12.1. This Agreement represents the entire agreement and understanding between the Parties regarding the Services/goods described in the attached Exhibit(s) and supersedes all other oral or written agreements between the Parties.

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

IN WITNESS WHEREOF, [insert name and title of public body official] hereby acknowledges that they have been authorized by a resolution of the [insert public body], 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: _____ DATE: _____
[insert name of official, title, and name of public body]

WITNESSED: _____ DATE: _____
[insert name, title]

AGREEMENT
ADMINISTRATOR: _____ DATE: _____
(IF APPLICABLE)

IN WITNESS WHEREOF, David T. 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, Chairperson
Oakland County Board of Commissioners

DATE: _____

EXHIBIT I
SCOPE OF COUNTY DELIVERABLES

I. Standard 7 Performance Review Process Overview

- A. MIDC Standard 7(A) and (B) requires attorneys on its criminal appointment list to have the basic and misdemeanor case qualifications to perform indigent defense work for Public Body. County will not determine whether the attorneys on Public Body’s criminal appointment list have the basic qualifications required under MIDC Standard 7(A) and (B).
- B. County agrees to periodically report on the quality of the representation provided by individual indigent defense attorneys for Public Body as required under MIDC Standard 7(C). County will satisfy this requirement through the process below.
- C. Every year, County will conduct a performance review of approximately one-third of the total number of attorneys on Public Body’s criminal appointment list under the Performance Guidelines and Core Competencies established by County. The Performance Guidelines and Core Competencies will be provided to the Public Body Point of Contact. The Public Body Point of Contact will provide copies of these documents to the attorneys on Public Body’s criminal appointment list before County performs its duties under Exhibit I. County reserves the right to revise the Performance Guidelines and Core Competencies as necessary to achieve quality of representation as required under MIDC Standard 7. County will provide reasonable notice to Public Body of any changes.
- D. Newer attorneys and attorneys needing improvement or subject to performance improvement plans may be reviewed more frequently.

II. Review Process Steps

- A. Step One: The IDSO will email the attorney to be reviewed and ask them to complete the self-assessment report—which includes attaching a recent writing sample—and provide a list of their upcoming court hearings for the next 30 days. Absent good cause, this information is due within 14 days of the request.
- B. Step Two: The Principal Attorney will gather information about the attorney’s performance via, among other things, in-court observation(s) and stakeholder surveys, including but not limited to peers in the criminal defense community, judges, assistant prosecutors, and indigent clients. In-court observations may be asynchronous and occur at a court other than the Public Body’s third-class district court.

- C. Step Three: The Principal Attorney will meet with the attorney and review at least three of the attorney's recent case files at the Principal Attorney's office. The Principal Attorney has discretion to meet with the attorney at another location. (Privileged material in the files can be redacted.)
- D. Step Four: The Principal Attorney will determine whether or not the attorney has met expectations or needs improvement under the established Performance Guidelines and Core Competencies. The Principal Attorney will submit a report with their recommendations to the Public Body Point of Contact for consideration. The Principal Attorney will also email a copy of their report to the attorney. If the attorney disagrees with the Principal Attorney's report, they can submit a response to the Public Body Point of Contact. This response is due within 14 days unless the Point of Contact grants an extension.

III. **Public Body's Obligations on Attorney Evaluations**

- A. After reviewing the Principal Attorney's recommendations and any response, Public Body will fulfill its own obligations under MIDC Standard 7 as outlined in Exhibit II.
- B. If the attorney is also on the County's appointment list, County will independently follow its process for handling recommendations on reviews. County is not required to inform Public Body about its assessment of an attorney's performance or any action it took based on the recommendation.
- C. County is not obligated or required to perform any services to improve the quality of representation provided by Public Body's criminal assignment attorneys.

EXHIBIT II
PUBLIC BODY OBLIGATIONS

- I. Public Body shall designate a representative(s) to act as a Point of Contact with County's Chief Attorney of the IDSO. The Point of Contact's responsibilities shall include:
 - A. Direct coordination and interaction with the Chief Attorney of the IDSO and the Principal Attorney of the IDSO who will be monitoring and regularly assessing the quality of the representation provided by indigent defense attorneys for Public Body.
 - B. Communication with the general public when appropriate about County's and Public Body's coordination of the requirements under MIDC Standard 7.
- II. Public Body agrees to the following requirements:
 - A. Public Body will be solely responsible for complying with MIDC Standard 7(A) and (B), which requires attorneys on its criminal appointment list to have the basic and misdemeanor case qualifications to perform indigent defense work for Public Body.
 - B. Public Body will provide its criminal appointment list to the Principal Attorney and ensure that the list contains accurate contact information for each attorney. If Public Body is aware, or becomes aware, that any of its attorneys were found to have negative performance issues or found to have violated MIDC Standards, Public Body must provide that information to County.
 - C. Public Body Point of Contact will provide Performance Guidelines and Core Competencies as provided by County to each attorney on its criminal appointment list.
 - D. Public Body is responsible for complying with MIDC Standard 7 including, but not limited to, the following: 1) performing its own investigation and evaluation of deficient attorneys; and 2) remedying any deficiencies among its criminal appointment attorneys.
 - E. Public Body is responsible for its own quarterly reporting requirements for Standard 7 under the Public Body's MIDC Grant Contract.
 - F. Public Body understands that County, which includes its IDSO department, is a public body subject to disclosure requirements of the Michigan Freedom of Information Act (hereinafter FOIA), MCL 15.231 *et al.* Public Body understands that any written evaluations and recommendations made by the Principal Attorney of the IDSO regarding Public Body's criminal appointment attorneys may be subject to disclosure under FOIA.



CITY OF OAK PARK, MI STAFF REPORT

5.G

AGENDA FOR: December 16, 2024

SUBJECT: Request to approve Payment Application No. 6 (Final) and Change Order No. 1 for the 2024 Lawn Maintenance Contract, to Capital Landscapes of Oak Park, MI in the amounts of \$3,207.00 and (\$5,033.50), respectively.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Payment Application No. 6 for the 2024 Lawn Maintenance Contract.

FINANCIAL STATEMENT: Attached is Payment Application No. 6 (Final) and Change Order No. 1 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. 6 (Final) and Change Order No. 1 for the 2024 Lawn Maintenance Contract, to Capital Landscapes of Oak Park, MI be approved in the amounts of \$3,207.00 and (\$5,033.50), respectively. 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 6 Final_Lawn
2. Change Order 1_Lawn

PAYMENT APPLICATION

PROJECT: 2024 Lawn Maintenance Contract

APPLICATION NO.: 6 (Final)

OWNER: City of Oak Park, MI

PERIOD ENDING: December 6, 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	\$88.00	1.00	\$88.00	28.00	\$2,464.00
2	Harding Tot Lots (Dead end of Harding)	28	Weeks	\$20.00	1.00	\$20.00	26.00	\$520.00
3	Tyler Park (adjacent to Tyndall School)	28	Weeks	\$132.00	1.00	\$132.00	26.00	\$3,432.00
4	Lincoln Blvds. (Greenfield Rd. to Coolidge Hwy.)	28	Weeks	\$107.00	1.00	\$107.00	28.00	\$2,996.00
5	Rothstein / Victoria Parks	28	Weeks	\$339.00	1.00	\$339.00	26.00	\$8,814.00
6	I-696, 10 Mile Road - Greenfield to Sherman Bridge	28	Weeks	\$182.00	1.00	\$182.00	26.50	\$4,823.00
7	10 Mile Pump Station area (13641 Ten Mile Rd.)	28	Weeks	\$58.00	1.00	\$58.00	27.00	\$1,566.00
8	Greenfield green belts (north and south of Oak Park Blvd.)	28	Weeks	\$88.00	1.00	\$88.00	26.00	\$2,288.00
9	Oak Park Blvds. (Greenfield Rd. to Ferndale)	28	Weeks	\$232.00	1.00	\$232.00	26.00	\$6,032.00
10	City Complex (not including Shepherd Park)	28	Weeks	\$590.00	1.00	\$590.00	28.00	\$16,520.00
11	Nine Mile and Coolidge Intersection	28	Weeks	\$214.00	1.00	\$214.00	25.00	\$5,350.00
12	9 Mile Road green belts (McClain to Rosewood Ave.)	28	Weeks	\$158.00	1.00	\$158.00	26.00	\$4,108.00
13	9 Mile Road green belts (Greenfield to Church)	28	Weeks	\$107.00	1.00	\$107.00	25.00	\$2,675.00
14	Hubbell / Stratford / Greenbriar Green belts	28	Weeks	\$101.00	1.00	\$101.00	26.00	\$2,626.00
15	8 Mile Pump Station (20751 Coolidge Hwy.)	28	Weeks	\$70.00	1.00	\$70.00	27.00	\$1,890.00
16	Oneida Blvds. (Seneca Ave. to Dartmouth Ave.)	28	Weeks	\$7.00	1.00	\$7.00	26.00	\$182.00
17	Majestic Outlot (dead end of Majestic)	28	Weeks	\$13.00	1.00	\$13.00	26.00	\$338.00
18	Northfield Blvds. (Coolidge Hwy. to Scotia Rd.)	28	Weeks	\$82.00	1.00	\$82.00	26.00	\$2,132.00
19	McClain / Granzon	28	Weeks	\$38.00	1.00	\$38.00	21.00	\$798.00
20	Troy Avenue green belt	28	Weeks	\$26.00	1.00	\$26.00	26.00	\$676.00
21	Lessenger Park	28	Weeks	\$63.00	1.00	\$63.00	27.00	\$1,701.00
22	Albany green belts (Coolidge Hwy. to Rosewood Ave.)	28	Weeks	\$182.00	1.00	\$182.00	27.00	\$4,914.00
23	DPW Service Center (10600 Capital Ave.)	28	Weeks	\$26.00	1.00	\$26.00	28.00	\$728.00
24	Meyers Blvds. (Capital Ave. to Eight Mile Road)	28	Weeks	\$51.00	1.00	\$51.00	26.00	\$1,326.00
25	Cul-de-Sacs (39 Locations around town)	28	Weeks	\$233.00	1.00	\$233.00	27.00	\$6,291.00
26	8 Mile Blvds. / Greenfield to Meyers (Mowing)	12	Weeks	\$273.60	0.00	\$0.00	12.00	\$3,283.20
27	8 Mile Blvds. / Greenfield to Meyers (Picking)	24	Weeks	\$142.50	0.00	\$0.00	21.00	\$2,992.50

Period Amount:	\$3,207.00	Total Amount:	\$91,465.70
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Original Contract Amount: \$96,499.20

Proposed Change Order No. 1 -\$5,033.50

Proposed Contract Amount: \$91,465.70

Earnings This Period: \$3,207.00

Total Earnings to Date: \$91,465.70

Deductions: \$0.00

Payments to Date: \$88,258.70

Amount Due to Capital Landscapes: \$3,207.00

Accepted By: _____
Capital Landscapes

Date: _____

Approved By: _____
Scott LeMarbe, City of Oak Park

Date: _____

CHANGE ORDER

PROJECT: 2024 Lawn Maintenance Contract

CHANGE ORDER NO.: 1

OWNER: City of Oak Park, MI

PERIOD ENDING: November 29, 2024

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

TO THE CONTRACTOR:

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

This change order reflects work completed or anticipated. Documentation supporting these changes is on file with the Department of Public Works

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	Total Amount
2	Harding Tot Lots (Dead end of Harding)	28	Weeks	\$20.00	2	26	-\$40.00
3	Tyler Park (adjacent to Tyndall School)	28	Weeks	\$132.00	2	26	-\$264.00
5	Rothstein / Victoria Parks	28	Weeks	\$339.00	2	26	-\$678.00
6	I-696, 10 Mile Road - Greenfield to Sherman Bridge	28	Weeks	\$182.00	2	26.50	-\$273.00
7	10 Mile Pump Station area (13641 Ten Mile Rd.)	28	Weeks	\$58.00	1	27	-\$58.00
8	Greenfield green belts (north and south of Oak Park Blvd.)	28	Weeks	\$88.00	2	26	-\$176.00
9	Oak Park Blvds. (Greenfield Rd. to Ferndale)	28	Weeks	\$232.00	2	26	-\$464.00
11	Nine Mile and Coolidge Intersection	28	Weeks	\$214.00	3	25	-\$642.00
12	9 Mile Road green belts (McClain to Rosewood Ave.)	28	Weeks	\$158.00	2	26	-\$316.00
13	9 Mile Road green belts (Greenfield to Church)	28	Weeks	\$107.00	3	25	-\$321.00
14	Hubbell / Stratford / Greenbriar Green belts	28	Weeks	\$101.00	2	26	-\$202.00
15	8 Mile Pump Station (20751 Coolidge Hwy.)	28	Weeks	\$70.00	1	27	-\$70.00
16	Oneida Blvds. (Seneca Ave. to Dartmouth Ave.)	28	Weeks	\$7.00	2	26	-\$14.00
17	Majestic Outlot (dead end of Majestic)	28	Weeks	\$13.00	2	26	-\$26.00
18	Northfield Blvds. (Coolidge Hwy. to Scotia Rd.)	28	Weeks	\$82.00	2	26	-\$164.00
19	McClain / Granzon	28	Weeks	\$38.00	7	21	-\$266.00
20	Troy Avenue green belt	28	Weeks	\$26.00	2	26	-\$52.00
21	Lessenger Park	28	Weeks	\$63.00	1	27	-\$63.00
22	Albany green belts (Coolidge Hwy. to Rosewood Ave.)	28	Weeks	\$182.00	1	27	-\$182.00
24	Meyers Blvds. (Capital Ave. to Eight Mile Road)	28	Weeks	\$51.00	2	26	-\$102.00
25	Cul-de-Sacs (39 Locations around town)	28	Weeks	\$233.00	1	27	-\$233.00
27	8 Mile Blvds. / Greenfield to Meyers (Picking)	24	Weeks	\$142.50	3	21	-\$427.50

TOTALS - \$5,033.50

SUMMARY

Total Decreases - \$5,033.50
- \$5,033.50

Contract Amount \$67,233.00
Change Order No. 1: (\$5,033.50)
New Contract Amount: \$62,199.49

Capital Landscapes

Scott LeMarbe, City of Oak Park
City of Oak Park, Michigan
*Reviewed by and recommended for approval by City Council



CITY OF OAK PARK, MI STAFF REPORT

5.H

AGENDA FOR: December 16, 2024

SUBJECT: Request to approve Payment Application No. 6 (Final) and Change Order No. 1 for the 2024 Landscape Maintenance Contract to Capital Landscapes of Oak Park, MI in the amount of \$12,052.00 and (\$3,875.00), respectively.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Payment Application No. 6 for the 2024 Landscape Maintenance Contract

FINANCIAL STATEMENT: Attached is Payment Application No. 6 (Final) and Change Order No. 1 for the 2024 Landscape Maintenance Contract. This contract maintains the landscape beds along Nine Mile, Nine Mile and Coolidge, City Complex, DPW, as well as the city welcome signs.

RECOMMENDED ACTION: It is recommended that Payment Application No. 6 (Final) and Change Order No. 1 for the 2024 Landscape Maintenance Contract to Capital Landscapes of Oak Park, MI be approved in the amounts of \$12,052.00 and (\$3,875.00), respectively. Funding is available in the Major Streets (202-18.479-801), Shepherd Park (101-18.443-801), and Other Parks (101-18.444-801) funds for this expenditure.

EXHIBITS:

1. Pay 6 Final_Landscape
2. Change Order 1_Landscape

PAYMENT APPLICATION

PROJECT: 2024 Landscape Maintenance Contract

APPLICATION NO.: 6 (Final)

OWNER: City of Oak Park, MI

PERIOD ENDING: November 29, 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	1.00	\$1,600.00	13.00	\$20,800.00
2	Bi-weekly maintenance at the Nine Mile and Coolidge Hwy. Intersection (See Exhibit B)	14	Weeks	\$650.00	1.00	\$650.00	12.00	\$7,800.00
3	Bi-weekly maintenance at the city welcome signage and DPW Service Center (See Exhibit C)	14	Weeks	\$195.00	1.00	\$195.00	11.00	\$2,145.00
4	Bi-weekly maintenance at the Nine Mile Corridor (See Exhibit D)	14	Weeks	\$195.00	1.00	\$195.00	12.00	\$2,340.00
5	Fertilizer and Broadleaf application on all turf areas	4.00	Apps	\$1,287.00	1.00	\$1,287.00	4.00	\$5,148.00
6	Mulch placement (3" of Brown Double Shredded Hardwood)	150	CYD	\$70.00	0.00	\$0.00	150.00	\$10,500.00
7	Spring Clean up	1	Each	\$6,500.00	0.00	\$0.00	1.00	\$6,500.00
8	Fall Clean up	1	Each	\$8,125.00	1.00	\$8,125.00	1.00	\$8,125.00

Period Amount:	\$12,052.00	Total Amount:	\$63,358.00
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Original Contract Amount: \$67,233.00
Proposed Change Order No. 1: -\$3,875.00
Proposed Contract Amount: \$63,358.00

Earnings This Period: \$12,052.00
Total Earnings to Date: \$63,358.00
Deductions: \$0.00
Payments to Date: \$51,306.00

Amount Due to Capital Landscapes: \$12,052.00

Accepted By: _____
Capital Landscapes

Date: _____

Approved By: _____
Scott LeMarbe, City of Oak Park

Date: _____

CHANGE ORDER

PROJECT: 2024 Landscape Maintenance Contract

CHANGE ORDER NO.: 1

OWNER: City of Oak Park, MI

PERIOD ENDING: November 29, 2024

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

TO THE CONTRACTOR:

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

This change order reflects work completed or anticipated. Documentation supporting these changes is on file with the Department of Public Works

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Decreased Quantity	Quantity to Date	Total Amount
1	Bi-weekly maintenance at the City Complex (See Exhibit A)	14	Weeks	\$1,600.00	-1	13	-\$1,600.00
2	Bi-weekly maintenance at the Nine Mile and Coolidge Hwy. Intersection (See Exhibit B)	14	Weeks	\$650.00	-2	12	-\$1,300.00
3	Bi-weekly maintenance at the city welcome signage and DPW Service Center (See Exhibit C)	14	Weeks	\$195.00	-3	11	-\$585.00
4	Bi-weekly maintenance at the Nine Mile Corridor (See Exhibit D)	14	Weeks	\$195.00	-2	12	-\$390.00

TOTALS -\$3,875.00

SUMMARY

Total Decreases -\$3,875.00
-\$3,875.00

Contract Amount \$67,233.00
 Change Order No. 1: **(\$3,875.00)**
New Contract Amount: \$63,357.99

Capital Landscapes

Scott LeMarbe, City of Oak Park
City of Oak Park, Michigan

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

MERCHANT'S LICENSES - DECEMBER 16, 2024

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
WATCHES ONLY LLC	21830 GREENFIELD RD # 101	\$ 150.00	RETAIL
CASCARDO ART & DESIGN LLC	15391 W ELEVEN MILE RD	\$ 150.00	STUDIO
HAVANA TACOS AND BURGERS	24711 COOLIDGE HWY	\$ 150.00	RESTAURANT
FULL MOON ITALIAN CAFÉ	21700 GREENFIELD RD # 120	\$ 150.00	RESTAURANT

RENEWALS FOR 2025	ADDRESS	FEES	BUSINESS TYPE
TRADING STATE WHOLESALE INC	8625 CAPITAL AVE	\$ 150.00	WHOLESALE
MURRAY'S WORLDWIDE INC	8750 CAPITAL AVE	\$ 150.00	MANUFACTURER
M. BESHARA INC	10020 CAPITAL AVE	\$ 150.00	PRINTING CO
ACME LADDER & SUPPLY CO INC	10101 CAPITAL AVE	\$ 150.00	CONTRACTOR
KING'S WELDING WORKS INC	10311 CAPITAL AVE	\$ 150.00	CONTRACTOR
LADUKE CORPORATION	10311 CAPITAL AVE	\$ 150.00	CONTRACTOR
EZ GROOM	10411 CAPITAL AVE	\$ 150.00	OFFICE
REB RESEARCH CONSULTING CO	12851 CAPITAL AVE	\$ 150.00	OFFICE
SUPERIOR TOOL RENTAL	12900 CAPITAL	\$ 150.00	RENTAL
IMAGE ONE CORPORATION	13201 CAPITAL AVE	\$ 150.00	PRINTING CO
LIVE SMART	13305 CAPITAL AVE # 600	\$ 150.00	MANUFACTURER
KERR PUMP AND SUPPLY	12880 CLOVERDALE AVE	\$ 150.00	MANUFACTURER
CHET'S RENT-ALL	20800 COOLIDGE HWY	\$ 150.00	RENTAL
ADVANCE AMERICA #1328	22140 COOLIDGE HWY	\$ 150.00	FINANCIAL SERVICES
MERCURY DRUGS	22150 COOLIDGE HWY	\$ 150.00	PHARMACY
CITIZENS BANK	23067 COOLIDGE HWY	\$ 150.00	FINANCIAL SERVICES
GRACE CENTERS OF HOPE	23119 COOLIDGE HWY	\$ 150.00	THRIFT STORE
O'REILLY AUTO PARTS #3345	23125 COOLIDGE HWY	\$ 150.00	RETAIL
CHILDREN'S DENTAL HOME	24611 COOLIDGE HWY	\$ 150.00	MEDICAL
SAHARA RESTAURANT & GRILL	24770 COOLIDGE HWY	\$ 150.00	RESTAURANT
MARK A WOLFSON DDS PC	26601 COOLIDGE HWY	\$ 150.00	MEDICAL
7-ELEVEN #13458-E	26641 COOLIDGE HWY	\$ 150.00	RETAIL
PINK GARLIC INDIAN CUISINE	26661 COOLIDGE HWY	\$ 150.00	RESTAURANT
GONZALEZ PRODUCTION SYSTEMS	13200 W EIGHT MILE RD	\$ 150.00	AUTO SUPPLIER
TIRE WHOLESALERS CO	15100 W EIGHT MILE RD	\$ 150.00	WHOLESALE
EL MAR'S SUBURBAN SHOP	13661 W ELEVEN MILE RD	\$ 150.00	RETAIL
QUALITY CAR WASH II INC	14421 W ELEVEN MILE RD	\$ 150.00	CAR WASH
DOG & PONY SHOW BREWING LLC	14661 W ELEVEN MILE RD STE 200	\$ 150.00	BREWERY
BARTON MALOW COMPANY	21090 FERN AVE	\$ 150.00	CONSTRUCTION
BARTON MALOW COMPANY	21101 FERN AVE	\$ 150.00	CONSTRUCTION
KROME JEWELERS	21700 GREENFIELD RD # 302	\$ 150.00	JEWELER
HOLLYWOOD DIAMOND SETTING	21700 GREENFIELD RD # 327	\$ 150.00	JEWELER
CENTER MOUNT JEWELERS	21700 GREENFIELD RD # 351	\$ 150.00	JEWELER
A1 CUSTOM DIAMONDS	21700 GREENFIELD RD # 359	\$ 150.00	JEWELER
VARA JUICE	25254 GREENFIELD RD	\$ 150.00	RESTAURANT
MODERN STAMPS INC	25900 GREENFIELD RD # 136	\$ 150.00	AUCTION
EVERY BODY KNEADED MASSAGE & BODY WORKS	25900 GREENFIELD RD # 370	\$ 150.00	MASSAGE
JEWISH FAMILY SERVICE	25900 GREENFIELD RD #405	\$ 150.00	OFFICE
HEALING PATH MASSAGE LLC	25900 GREENFIELD RD # 414	\$ 150.00	MASSAGE
TOP THAT LLC	25950 GREENFIELD RD	\$ 150.00	RETAIL
T. NAILS	26028 GREENFIELD RD	\$ 150.00	NAIL SALON
BLING BLINGGG INC	26122 GREENFIELD RD	\$ 150.00	RETAIL
ALDI #88	26300 GREENFIELD RD	\$ 150.00	GROCER
DALE PRENTICE COMPANY	26511 HARDING AVE	\$ 150.00	OFFICE
PAPER GOODS PLUS AND MORE	15300 LINCOLN AVE	\$ 150.00	RETAIL
HAYNES ENTERPRISE	21171 MEYERS RD	\$ 150.00	OFFICE
LM STUDIO	8104 W NINE MILE RD	\$ 150.00	STUDIO
JAMES TAILORING AND ALTERATIONS	8236 W NINE MILE RD	\$ 150.00	TAILOR
MY PLACE CENTER FOR WELLNESS	12718 W NINE MILE RD	\$ 150.00	OFFICE
DOMINO'S PIZZA	13735 W NINE MILE RD	\$ 150.00	RESTAURANT
DISCOUNT OFFICE & EQUIP	12780 NORTHEND AVE	\$ 150.00	RETAIL
MCM INVEST CO INC	13450 NORTHEND AVE	\$ 150.00	WAREHOUSE
SCOTIA STOP/G&M INVESTMENT	12701 W TEN MILE RD	\$ 150.00	CONVENIENCE STORE
MURRAY'S WORLDWIDE INC	21930 WYOMING	\$ 150.00	MANUFACTURER
NATIONAL TIME & SIGNAL CORP	21800 WYOMING AVE	\$ 150.00	MANUFACTURER
LAWFORD FABRICATING CO	21650 WYOMING CT	\$ 150.00	MANUFACTURER
UNIQUE FURNITURE	21820 WYOMING PL	\$ 150.00	RETAIL

Massage Facility License - DECEMBER 16, 2024

(Subject to All Departmental Approvals)

MASSAGE FACILITY	ADDRESS	FEES	BUSINESS TYPE
Every Body Kneaded Massage	25900 GREENFIELD RD # 370	\$ 125.00	Massage
Healing Path Massage	25900 GREENFIELD RD # 414	\$ 125.00	Massage
Great Hands Massage	3230 West 9 Mile	\$ 125.00	Massage



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

Invoice 635968

December 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 Saturday, November 30, 2024

\$14,583.33

Fee Total

Costs Advanced:

Date	Description	Amount
11/11/24	Fee to Oakland County Circuit Court for copy of Judgment in Case No. 2010-769934-DO Guibord, Tracee v Gundy, Donald	15.50
11/20/24	Reproduction Charges 7 @ 0.15	1.05
11/21/24	Fee to State of Michigan for registration and title history	75.00
11/26/24	Fee to Oakland County Title searches re vacant properties pursuant to the request of Dan Fairless in Municipal Services.	7.00
Total Costs Advanced		\$ 98.55

Total Fees and Disbursements: \$14,681.88

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 635969

December 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 Saturday, November 30, 2024

\$2,261.00

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$2,261.00

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



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

Invoice 635970

December 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 Saturday, November 30, 2024

\$ 76.00

Fee Total

Costs Advanced:

Date	Description	Amount
11/18/24	Fee to Courtney Krause for Fee for certified copy of judgment against Oak Park Investment. Judgment is required to be certified prior to recording with the Oakland County Register of Deeds.	16.00
11/18/24	Fee to Courtney Krause for Recording Fee payable to the Oakland County Register of Deeds for recording consent judgment against Oak Park Investment.	30.00
Total Costs Advanced		<u>\$ 46.00</u>

Total Fees and Disbursements: \$ 122.00

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

Howard L. Shifman
Brandon Fournier
Robert Nyovich - Of Counsel



31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA E-MAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

December 2, 2024

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

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

Dear Mr. Tungate:

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

Invoice No. 16500

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

Please make check payable to Shifman Fournier, PLC

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

Very truly yours,

SHIFMAN FOURNIER

Jessica Fanego, Office Administrator
Jessica@shifmanfournier.com

Cc: Sandra Crawford, Finance Director

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

Invoice Submitted to:

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

In Reference To: City of Oak Park/General Labor

Invoice No. 16500

Professional Services

12/01/2024	Services per Retainer Agreement for January 1, 2025 – March 31, 2025	\$ 20,000.00
	TOTAL	\$ 20,000.00
	BALANCE DUE	\$ 20,000.00 =====



CITY OF OAK PARK, MI STAFF REPORT

9.A

AGENDA FOR: December 16, 2024

SUBJECT: Second reading and adoption of an ordinance to amend Chapter 30, Elections, of the Code of Ordinances, City of Oak Park, by replacing Article II, Voting Precincts, thereof in its entirety. (The proposed ordinance allows for the permanent combination of specific voting precincts for future elections)

DEPARTMENT: City Clerk

FROM: Ed Norris, City Clerk

SUMMARY: The State of Michigan, with the passage of Prop 2 in 2022, allows a geographic precinct to contain no more than 4,999 active registered voters. This number was increased from 2,999 registered voters. The Clerk's office is proposing to combine 12 Oak Park voting precincts, which would decrease the total number of Oak Park voting precincts from 16 to 10. (Please refer to the attached 2025 Proposed Voting Precincts Map) The 12 precincts identified are from locations where two precincts are currently located. The proposal will combine existing precincts 1 and 2, 5 and 6, 7 and 8, 9 and 10, 12 and 13, and 15 and 16. The geographical boundaries for existing precincts 3, 4, 11 and 14 will remain the same but will receive a new precinct number. (Please refer to the attached 2025 Proposed Voting Precincts Chart).

Advantages

- All voters would continue to vote at the location they have been voting for the past ten years.
- Cost savings are realized due to the reduction in election workers and equipment needed to run the polling locations.
- Larger precincts are possible because the number of in-precinct voters has decreased because more voters are taking advantage of Absentee Voting and Early Voting.

FINANCIAL STATEMENT: All voters will need to be mailed new Voter ID cards indicating their new Precinct Number and confirming their Precinct Location.

RECOMMENDED ACTION: To approve the first reading of an ordinance to amend Chapter 30, Elections, of the Code of Ordinances, City of Oak Park, by replacing Article II, Voting Precincts, thereof in its entirety.

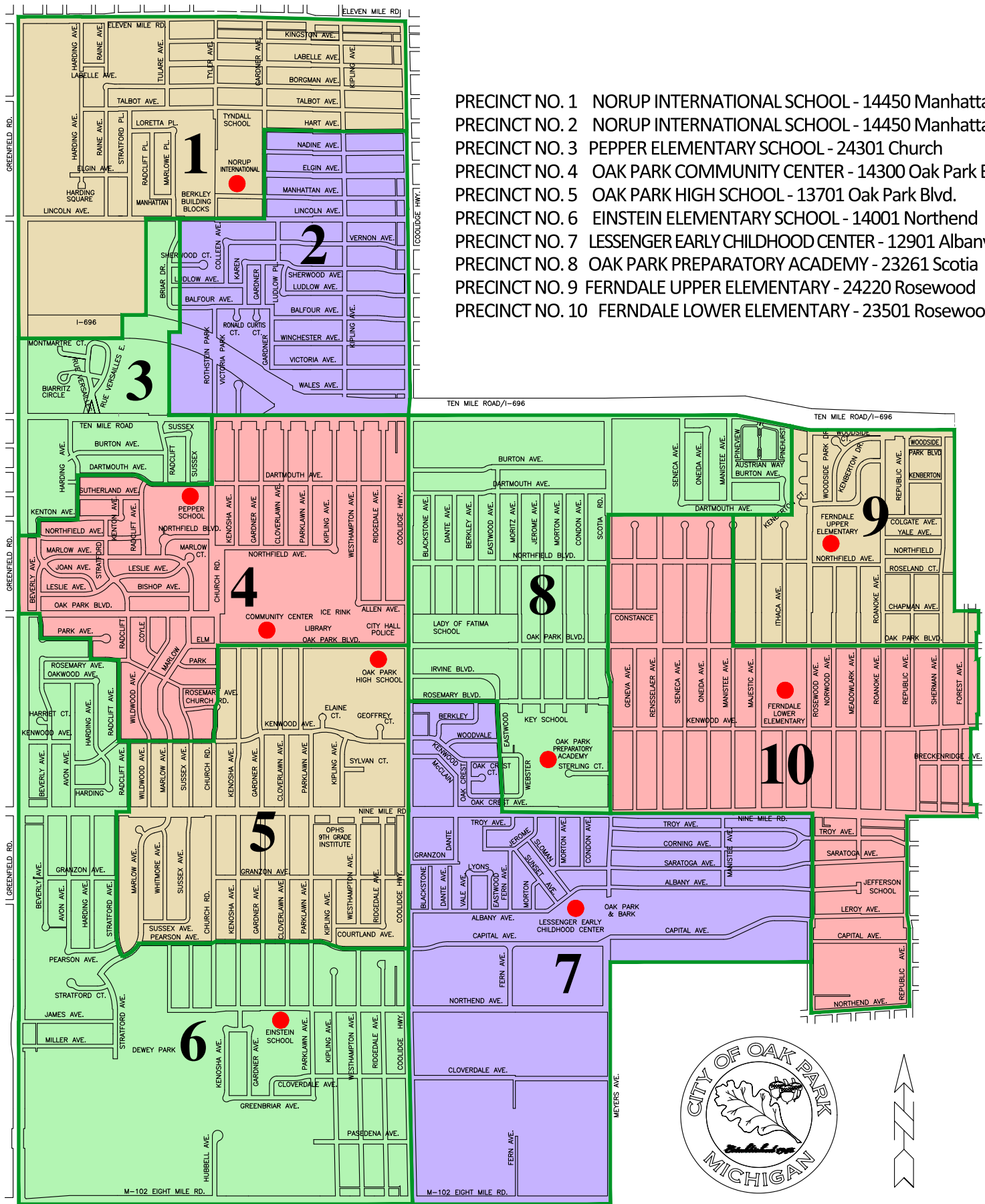
EXHIBITS:

1. Precinct Changes 2025
2. Precinct Map_2025 Proposed (1)
3. O-24-737 Election Precincts and Polling Locations

Proposed Precinct Changes

2024			Proposed 2025		
Precinct	# of Voters	Location	New Precinct	New # of Voters	Location
Oak Park 1	1480	Norup School	Oak Park 1	3270	Norup School
Oak Park 2	1790	Norup School			
Oak Park 3	1989	Norup School (Gym)	Oak Park 2	1989	Norup School
Oak Park 4	1707	Pepper Elementary	Oak Park 3	1707	Pepper Elementary
Oak Park 5	1203	Community Center	Oak Park 4	2972	Community Center
Oak Park 6	1769	Community Center			
Oak Park 7	1682	High School	Oak Park 5	3383	High School
Oak Park 8	1701	High School			
Oak Park 9	1671	Einstein Elementary	Oak Park 6	3650	Einstein Elementary
Oak Park 10	1979	Einstein Elementary			
Oak Park 11	1747	Lessenger	Oak Park 7	1747	Lessenger
Oak Park 12	1911	Oak Park Prep	Oak Park 8	3795	Oak Park Prep
Oak Park 13	1884	Oak Park Prep			
Oak Park 14	1474	Ferndale Upper	Oak Park 9	1474	Ferndale Upper
Oak Park 15	1374	Ferndale Lower	Oak Park 10	3112	Ferndale Lower
Oak Park 16	1738	Ferndale Lower			

2025 - PROPOSED VOTING PRECINCTS



**CITY OF OAK PARK, MICHIGAN
ORDINANCE NO. O-24-797**

AN ORDINANCE TO AMEND CHAPTER 30, ELECTIONS, OF THE CODE OF ORDINANCES, CITY OF OAK PARK, BY REPLACING ARTICLE II, VOTING PRECINCTS, THEREOF IN ITS ENTIRETY.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Chapter 30, Elections, of the Code of Ordinances of the City of Oak Park, is hereby amended by replacing Article II, Voting Precincts, in its entirety with a new Article II, Voting Precincts, which shall read as follows:

ARTICLE II. VOTING PRECINCTS

Sec. 30-26. General Description.

The city shall consist of one ward, divided into precincts, to be numbered and described as specified in this article.

Sec. 30-27. Precinct 1.

- (a) Precinct 1 shall include the following area: beginning at the intersection of 11 Mile Rd. and Greenfield Rd. Thence, easterly along the centerline of 11 Mile Rd. to its intersection with Coolidge Hwy. Thence, southerly along the centerline Coolidge Hwy. to its intersection with Hart St. Thence, westerly along the centerline of Hart St. to its intersection with Gardner St. Thence, southerly along the centerline of Gardner St. to its intersection with Lincoln St. Thence, westerly along the centerline of Lincoln St. to its intersection with the northwest corner of Lincolnbriar Sub. as recorded in Liber 111 Page 29 OCR. Thence, southerly along the west boundary of Lincolnbriar Sub., to the southwest corner of said sub. Thence, westerly on a line parallel to the south boundary of Lincolnbriar Sub., to the northeast corner of Fontaine Gardens, as recorded in Liber 92 Page 34 OCR. Thence, southerly along the east boundary of Fontaine Gardens to its intersection with the south Right of Way of I-696. Thence, westerly along the south ROW of I-696 to its intersection with Greenfield Rd., also being the west boundary of the City of Oak Park. Thence, northerly along Greenfield Rd. and west boundary of said city to its intersection with 11 Mile Rd. Also being the point of beginning.
- (b) Place of voting: Norup International School, 14450 Manhattan.

Sec. 30-28. Precinct 2.

- (a) Precinct 2 shall include the following area: beginning at the intersection of 10 Mile Rd. and Coolidge Hwy. Thence, northerly along the centerline of Coolidge Hwy. to its intersection with Hart St. Thence, westerly along the centerline of Hart St. to its intersection with Gardener St. Thence, southerly along the centerline of Gardener St. to its intersection with Lincoln St. Thence, westerly along the centerline of Lincoln St. to its

intersection with the northeast corner of Lincolnbriar Sub. as recorded in Liber 111 Page 29 OCR. Also being a point on the boundary between Berkley School Districts and Oak Park School Districts. Thence, southerly, westerly, and southerly along the boundary between Berkley and Oak Park School Districts to its intersection with 10 Mile Rd. Thence, easterly along the centerline of 10 Mile Rd. to its intersection with Coolidge Hwy. Also being the point of beginning.

- (b) Place of voting: Norup International School, 14450 Manhattan.

Sec. 30-29. Precinct 3.

- (a) Precinct 3 shall include the following area: beginning at the intersection of 10 Mile and Church St. also being a point on the boundary between Berkley and Oak Park School Districts. Thence, westerly northerly, easterly, northerly, westerly, southerly, westerly, southerly, and westerly along the boundary between Berkley and Oak Park School Districts to its intersection with the west boundary of the City of Oak Park, also being Greenfield Rd. Thence, southerly along the west boundary of the City of Oak Park to its intersection with Northfield Blvd. Thence, easterly along the centerline of Northfield Blvd. to its intersection with Beverly Ave. Thence, northerly along the centerline of Beverly Ave. to its intersection with Kenton St. Thence, easterly along the centerline of Kenton St. to its intersection with Harding Ave. Thence, northerly along the centerline of Harding Ave. to its intersection with Dartmouth St. Thence, easterly along the centerline of Dartmouth St. to its intersection with Church St. Thence, northerly along the centerline of Church St. to its intersection with 10 Mile Rd. Also being the point of beginning.
- (b) Place of voting: Pepper Elementary School, 24301 Church.

Sec. 30-30. Precinct 4.

- (a) Precinct 4 shall include the following area: beginning at the intersection of 10 Mile and Coolidge Rd. also being a point on the boundary of the City of Oak Park. Thence, southerly along the centerline of Coolidge Hwy. to its intersection with Oak Park Blvd. Thence, westerly along the centerline of Oak Park Blvd. to its intersection with Church St. Thence, southerly along the centerline of Church St. to its intersection with Kenwood St. Thence, westerly along the centerline of Kenwood St. to its intersection with Radclift Ave. Thence, northerly along the centerline of Radclift Ave. to its intersection with Rosemary Ave. Thence, westerly along the centerline of Rosemary Ave. to its intersection with Harding Ave. Thence, northerly along the centerline of Harding Ave. to its intersection with Park Ave. Thence, westerly along the centerline of Park Ave. to its intersection with Beverly Ave. Thence, northerly along the centerline of Beverly Ave. to its intersection with Oak Park Blvd. Thence, westerly along the centerline of Oak Park Blvd. to its intersection with Greenfield Rd. also being the west boundary of the City of Oak Park. Thence, northerly along said west boundary to its intersection with Northfield Blvd. Thence, easterly along the centerline of Northfield Blvd. to its intersection with Beverly Ave. Thence, northerly along the centerline of Beverly Ave. to its intersection with Kenton St. Thence, easterly along the centerline of Kenton St. to its intersection

with Harding Ave. Thence, northerly along the centerline of Harding Ave. to its intersection with Dartmouth St. Thence, easterly along the centerline of Dartmouth St. to its intersection with Church St. Thence, northerly along the centerline of Church St. to its intersection with 10 Mile Rd. Thence, easterly along the centerline of 10 Mile Rd. to its intersection with Coolidge Hwy. Also being the point of beginning.

- (b) Place of voting: Oak Park Community Center, 14300 Oak Park Boulevard.

Sec. 30-31. Precinct 5.

- (a) Precinct 5 shall include the following area: beginning at the intersection of Coolidge Hwy. and Oak Park Blvd. Thence, westerly along the centerline of Oak Park Blvd to its intersection with Church St. Thence, southerly along the centerline of Church St. to its intersection with the northeast corner of Lot 30 Woodcrest Sub No 1. Rec'd Liber 64 Page 37 O.C.R. and the northwest corner of Lot 1 Parklane Sub. Rec's Liber 63 Page 21 O.C.R. Thence, southerly along said lots common boundary to its intersection with the northeast corner of Lot 11 and the northwest corner of Lot 10 Woodcrest Sub. No. 3 Rec'd Liber 71 Page 30 O.C.R. Thence southerly along said lots common boundary and extended to Church St. Thence, southerly along the centerline of Church St. to its intersection with Kenwood St. Thence, westerly along the centerline of Kenwood St. to its intersection with Radclift Ave. Thence, southerly along the centerline of Radclift Ave. to its intersection with 9 Mile Rd. Thence, westerly along the centerline of 9 Mile Rd. to its intersection with Stratford Ave. Thence, southerly along the centerline of Stratford Ave. to its intersection with Marlow Ave. Thence, northeasterly along the centerline of Marlow Ave. to Pearson St. Thence, easterly along the centerline of Pearson St. to its intersection with Coolidge Hwy. Thence, northerly along the centerline of Coolidge Hwy. to its intersection with Oak Park Blvd. Also being the point of beginning.
- (b) Place of voting: Oak Park High School, 13701 Oak Park Boulevard.

Sec. 30-32. Precinct 6.

- (a) Precinct 6 shall include the following area: beginning at the intersection of Greenfield Rd. and James St. also being a point on the west boundary of the City of Oak Park. Thence, northerly along the west boundary of the City of Oak Park to its intersection with Oak Park Blvd. Thence, easterly along the centerline of Oak Park Blvd. to its intersection with Beverly Ave. Thence, southerly along the centerline of Beverly Ave. to its intersection with Park Ave. Thence, easterly along the centerline of Park Ave. to its intersection with Harding Ave. Thence, southerly along the centerline of Harding Ave. to its intersection with Rosemary Ave. Thence, easterly along the centerline of Rosemary Ave. to its intersection with Radclift Ave. Thence, southerly along the centerline of Radclift Ave. to its intersection with Kenwood St. Thence, easterly along the intersection of Kenwood St. to its intersection with Radclift Ave. Thence, southerly along the centerline of Radclift Ave. to its intersection with 9 Mile Rd. Thence, westerly along the centerline of 9 Mile Rd. to its intersection with Stratford St. Thence, southerly along the

centerline of Stratford St. to its intersection with Marlow St. Thence, northeasterly along the centerline of Marlow Ave. to Pearson St. Thence, easterly along the centerline of Pearson St. to its intersection with Coolidge Hwy. Thence, southerly along the centerline of Coolidge Hwy. to its intersection with 8 Mile Rd. Thence, easterly along the southern boundary of the City of Oak Park to its intersection with Greenfield Rd. also being the Southwest corner of the City of Oak Park. Thence, continuing northerly along the centerline of Greenfield Rd. to its intersection with James St. Also being the point of beginning.

- (b) Place of voting: Einstein Elementary School, 14001 Northend.

Sec. 30-33. Precinct 7.

- (a) Precinct 7 shall include the following area: beginning at the intersection of 8 Mile Rd. and Coolidge Hwy. also being a point on the south boundary of the City of Oak Park. Thence, easterly, northerly, and easterly along said boundary to its intersection with Wyoming Ave. also being a point on the boundary of Oak Park School and Ferndale Public School Districts. Thence, northerly then westerly along said school districts boundary to its intersection with Scotia Rd. and 9 Mile Rd. Thence, westerly along the centerline of 9 Mile Rd. to its intersection with Eastwood Ave. Thence, northerly along the centerline of Eastwood Ave. to its intersection with Rosemary Blvd. Thence, westerly along the centerline of Rosemary Blvd. to its intersection with Coolidge Hwy. Thence, southerly along the centerline of Coolidge Hwy. to its intersection with 8 Mile Rd. also being a point on the south boundary of the City of Oak Park. Also being the point of beginning.
- (b) Place of voting: Lessenger Early Childhood Center, 12901 Albany.

Sec. 30-34. Precinct 8.

- (a) Precinct 8 shall include the following area: beginning at the intersection of 9 Mile Rd. and Scotia Rd. said point also being on the boundary of Oak Park School and Ferndale Public School Districts. Thence, northerly, easterly, then northerly along said school district boundary to its intersection with 10 Mile Rd. and the northerly boundary of the City of Oak Park. Thence, westerly along said boundary to its intersection with Coolidge Hwy. Thence, southerly along the centerline of Coolidge Hwy. to its intersection with Rosemary Blvd. Thence, easterly along the centerline of Rosemary Blvd. to its intersection with Eastwood Ave. Thence, southerly along the centerline of Eastwood Ave. to its intersection with 9 Mile Rd. Thence, easterly along the centerline of 9 Mile Rd. to its intersection with Scotia Rd. also being a point on the boundary of Oak Park School and Ferndale Public School Districts. Also being the point of beginning.
- (b) Place of voting: Oak Park Preparatory Academy, 23261 Scotia.

Sec. 30-35. Precinct 9.

- (a) Precinct 9 shall include the following area: beginning at the intersection of the east boundary of the City of Oak Park and Oak Park Blvd. Thence, northerly, westerly, northerly, then westerly along the east and north boundary of the City of Oak Park to its intersection with the boundary of Oak Park School, Ferndale Public School, and Berkley School Districts. Thence, southerly then westerly along said school district boundary to its intersection with Majestic St. Thence, southerly along the centerline of Majestic St. to its intersection with Oak Park Blvd. Thence, easterly along the centerline of Oak Park Blvd. to its intersection with the east boundary of the City of Oak Park. Also being the point of beginning.
- (b) Place of voting: Ferndale Upper Elementary, 24220 Rosewood.

Sec. 30-36. Precinct 10.

- (a) Precinct 10 shall include the following area: beginning at the intersection of 9 Mile Rd. and Scotia Rd. said point also being on the boundary of Oak Park School and Ferndale Public School Districts. Thence, northerly, then easterly along said school district boundary to its intersection with Majestic St. Thence, southerly along the centerline of Majestic St. to its intersection with Oak Park Blvd. Thence, easterly along the centerline of Oak Park Blvd. to its intersection with the east boundary of the City of Oak Park. Thence, southerly, westerly, southerly, westerly northerly, then westerly along said school district boundary to its intersection with 9 Mile Rd. and Scotia Rd. Also being the point of beginning.
- (b) Place of voting: Ferndale Lower Elementary, 23501 Rosewood.

SECTION 2. SEVERABILITY.

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

SECTION 3. EFFECTIVE DATE.

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

MADE, PASSED, AND ADOPTED by the Council of the City of Oak Park on this 16th day of December, 2024.

T. Edwin Norris
City Clerk

Marian McClellan
Mayor

I, T. Edwin Norris, duly authorized Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing Ordinance was adopted by the Council of the City of Oak Park at its Regular meeting held on December 16, 2024.

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

9.B

AGENDA FOR: December 16, 2024

SUBJECT: First reading of an ordinance to amend Chapter 10, Amusements and Entertainment, of the Code of Ordinances, City of Oak Park, by replacing Article VI, Mechanical Amusement Devices, thereof in its entirety. (The ordinance is being repealed as portions of it are preempted by state law and the remainder is outdated and no longer necessary)

DEPARTMENT: City Clerk

FROM: Ed Norris, City Clerk

SUMMARY: The ordinance is dated and is no longer needed. Gambling devices are regulated by state statute.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Approve the first reading of the ordinance.

EXHIBITS:

1. First Reading- Repeal of Chap 10 Art VI

**CITY OF OAK PARK, MICHIGAN
ORDINANCE NO. O-24-**

AN ORDINANCE TO AMEND CHAPTER 10, AMUSEMENTS AND ENTERTAINMENTS, OF THE CODE OF ORDINANCES, CITY OF OAK PARK, BY REPEALING ARTICLE VI, MECHANICAL AMUSEMENT DEVICES, THEREOF IN ITS ENTIRETY.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Chapter 10, Amusements and Entertainments, of the Code of Ordinances of the City of Oak Park, is hereby amended by repealing Article VI, Mechanical Amusement Devices, in its entirety, leaving sections 10-206 through 10-230 reserved.

ARTICLE VI. MECHANICAL AMUSEMENT DEVICES

~~Sec. 10-206. -- Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~Mechanical amusement device means any machine containing no automatic payoff device which may, on insertion of a coin or slug, operate or be operated or used as a game, contest or amusement of any sort or description, and which is so constructed that it may not be converted into an automatic payoff device for the return or discharge of money or tokens, checks or merchandise or which provides no such payoff by any means whatsoever, including, but not limited to, pinball machines and electronic video games which consist solely of electronic play appearing on a video screen.~~

~~Sec. 10-207. -- Hours of operation.~~

~~No mechanical amusement device shall be operated between the hours of 3:00 a.m. and 7:00 a.m. of any day.~~

~~Sec. 10-208. -- Supervision.~~

~~Every establishment licensed for a mechanical amusement device shall have an adult, at least 18 years of age, present on the premises and supervising operations at all times. Licensees shall ensure that adequate change is available.~~

~~Sec. 10-209. -- Minors on premises during certain hours.~~

~~Persons under 17 years of age shall not be in attendance at premises where there is established, operated, controlled, maintained, or kept a mechanical amusement device for the purpose of playing or operating such device, or as a spectator, between the hours of 12:00 midnight and 7:00~~

a.m. of any day, nor between the hours of 7:00 a.m. and 3:00 p.m. on regular school days. Minors lawfully employed at such premises may be on the premises while actually working.

~~Sec. 10-210. -- False representation of age by minors; admittance during certain hours.~~

~~No person shall falsely represent himself to be 17 years or older in order to obtain admittance to or remain on any premises where there is established, operated, controlled, maintained, or kept a mechanical amusement device, and no person shall knowingly permit or allow any person under 17 years of age to obtain admittance to, or remain in, any premises where there is established, operated, controlled, maintained, or kept a mechanical amusement device during the hours from midnight (12:00 a.m.) until 7:00 a.m. of the same day, nor between the hours of 7:00 a.m. and 3:00 p.m. on regular school days.~~

~~Sec. 10-211. -- Alcoholic beverages and drugs.~~

~~No person shall possess any intoxicating liquor or any controlled substance as defined in section 7104 of Act No. 368 of the Public Acts of Michigan of 1978 (MCL 333.7104, MSA 14.15(7104)), as amended, on the premises of any location where there is established, operated, controlled, maintained, or kept any mechanical amusement device.~~

~~Sec. 10-212. -- Gambling.~~

~~It shall be unlawful for any person to directly, indirectly, or otherwise, offer to give any prize, award, merchandise, or anything of value, to any player, or to any operator of a mechanical amusement device, or to offer any inducement whatsoever tending to induce persons to make use thereof. This section shall not apply to a mechanical amusement device which may, through the application of an element of skill, reward the player with the right to replay the mechanical amusement device at no additional cost, if the mechanical amusement device is not allowed to accumulate more than 15 replays at one time, the device is designated so that accumulated free replays may only be discharged by reactivating the device for one additional play per each accumulated replay, and the device makes no permanent record, directly or indirectly, of the free replays awarded.~~

~~Sec. 10-213. -- Payoff devices.~~

~~It shall be unlawful for any person to establish, maintain, control, operate, or keep any mechanical amusement device containing any automatic or semiautomatic payoff device, or which shall be so constructed that the same may be converted into an automatic payoff device for the return or discharge of coins, tokens, slugs, merchandise or checks to operators thereof.~~

~~Sec. 10-214. -- Visibility.~~

~~Every mechanical amusement device which is established, maintained, controlled, operated, or kept, pursuant to license, shall be placed in a conspicuous location on the main floor of the licensed establishment.~~

~~Secs. 10-215 — 10-225. -- Reserved.~~

~~DIVISION 2. -- LICENSE~~

~~Sec. 10-226. -- Required.~~

~~It shall be unlawful for any person to establish, maintain, control, operate or keep any mechanical amusement device within the city without first having obtained an annual license therefor, as provided in this division.~~

~~Sec. 10-227. -- Fee; conditions for issuance.~~

~~(a) Applications for annual mechanical amusement device licenses shall be made to the city clerk, upon forms provided by the city clerk. Upon submitting the application form, the applicant shall pay such annual license fee as may be set by the city council from time to time. The application shall specify the building, location, or address within the city to which the application pertains.~~

~~(b) No application for such annual license shall be approved prior to certification by the director of public safety and the building inspector. In addition to such other conditions for certification as are required by this Code, certification by the building inspector shall be based on an actual inspection of the premises and site and a finding that the premises and site comply with all applicable building and property maintenance codes, and shall include a statement as to the number of mechanical amusement devices which have been approved by the board of zoning appeals for the building, address, or location.~~

~~Sec. 10-228. -- Age of licensee.~~

~~No person shall be granted a license to establish, operate, control, maintain, or keep any mechanical amusement device unless he is over the age of 18 years of age.~~

~~Sec. 10-229. -- Address of premises; limit on number of devices; transferability.~~

~~Each such annual license shall designate the building, location, or address of the premises to which the license pertains, and shall specify the maximum number of mechanical amusement devices which may be established, operated, controlled, maintained, or kept at such building, address or location. No licensee shall establish, operate, control, maintain, or keep more mechanical amusement devices at any single building, location, or address within the city than is specified on such license. No license shall be transferable to any person or to any building, location, or address other than originally specified thereon.~~

~~Sec. 10-230. -- Description of devices.~~

~~Each licensee shall file with the city clerk a description of all mechanical amusement devices established, maintained, controlled, operated, or kept pursuant to such annual license, which description shall include the mechanical features of each device, the name of the manufacturer, serial number, and name and address of the owner of each device. It shall be the obligation of the licensee to keep such list current.~~

SECTION 2. SEVERABILITY.

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

SECTION 3. EFFECTIVE DATE.

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

MADE, PASSED, AND ADOPTED by the Council of the City of Oak Park on this 16th day of December, 2024.

T. Edwin Norris
City Clerk

Marian McClellan
Mayor

I, T. Edwin Norris, duly authorized Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing Ordinance was adopted by the Council of the City of Oak Park at its Regular meeting held on December 16, 2024.

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

10.A.1

AGENDA FOR: December 16, 2024

SUBJECT: Facade Grant approval for 26011 Coolidge Hwy.

DEPARTMENT: Economic and Community Development

FROM: Michelle Bishop, Manager of Authorities

SUMMARY: The Corridor Improvement Authority has received an application for the Façade Improvement Grant from Michele Long, who is the owner of a new business called More Than Scrubs. The project specifications have met city guidelines for the program. The project consists of design, fabrication, and installation of a new sign. We recommend approving the façade grant for a maximum amount of \$3,470.50.

FINANCIAL STATEMENT: Money is available in the façade improvement budget
251.00.000.970.003

RECOMMENDED ACTION: Request that City Council approve the façade grant for a maximum of 50% of the project costs in an amount not to exceed \$3,470.50.

EXHIBITS:

1. 26011 Coolidge Hwy Facade Grant Submission



FAÇADE GRANT APPLICATION

BUSINESS OWNER: MORE THAN SCRUBS
26011 COOLIDGE HWY

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: Michael Long
 Address: 23621 Riverside Drive Unit 3012
 City: Southfield State: Michigan ZIP Code: 48033
 Phone: 313-415-9579 Email: michaelc.long 1219@gmail.com

FOR TENANTS

Name of Building Owner: Centre Management
 Address of Building Owner: 15900 W. 10 Mile Rd Ste 300
 City: Southfield State: Michigan Zip Code: 48075
 Phone: 248-557-4300 Email: Lthiele.cmc@gmail.com

PROPERTY TO BE IMPROVED

Name of Business: Model than Scrubs LLC
 Address: 26011 Coolidge Hwy Phone: 833-671-7689
 City: Oak Park State: Michigan ZIP Code: 48237
 Type of Business: Retail Tax ID #: _____
 Proposed start of construction: December 2024 Anticipated completion: December 2024
 Short description of proposed work: Light up External Signage ON Brick's mortar location displaying name of business.

ACKNOWLEDGEMENTS

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

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

1. It is expressly understood that the Applicant shall be solely responsible for all safety conditions and compliance with all safety regulations, building costs, ordinances, and other applicable regulations.
2. It is expressly understood that the Applicant will not seek to hold the City of Oak Park and or any of its employees, officers/directors liable for any property damage and/or personal injury, or other loss related in any way to the Small Business Façade Improvement Program
3. The Applicant shall be responsible for maintaining sufficient insurance coverage for property damage and personal injury liability relating to the Small Business Façade Improvement Program. Applicant should ask for contractor's proof of liability insurance.
4. Applicant will review and abide by the Oak Park Design Guidelines
5. Applicant will pull permits if required.
6. Applicant will maintain the improvements made to the property.

7. If Applicant chooses to alter the scope of work after EDP has approved it, Applicant may be ineligible for a portion or the entire reimbursement amount agreed upon from the original scope of work.
8. Applicant agrees to allow the EDP to promote the program including but not limited to displaying signage at the construction site and using photographs in promotional materials and press releases.

SIGNATURES		
Signature of applicant: <u><i>[Signature]</i></u>	Date: <u>November 14, 2024</u>	
Printed name of applicant: <u>Michelle Long</u>		
Signature of Property Owner (if applicable): <u>see letter.</u>	Date:	
Printed name of Property Owner (if applicable):		
FOR DCED OFFICE USE ONLY		
Is the application above complete along with all additional necessary documentation (i.e. notarized letter from property owner)?	YES ☒	NO ☐
Is the building in compliance with all zoning ordinances and current on all property taxes?	YES ☒	NO ☐
Are the proposed improvements eligible under the requirements of the program?	YES ☒	NO ☐
Has the applicant provided architectural drawings of the proposed improvement?	YES ☒	NO ☐
Has the applicant included at least two photos of the current property?	YES ☒	NO ☐
Has the applicant included at least two bids from licensed contractors for the work to be completed?	YES ☒	NO ☐
Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?	YES ☒	NO ☐
Date submitted for approval <u>12/9/24</u> Amount approved _____		
Approved by CIA or City Council <u>Approved by CIA Board 12/9/24</u>		
YES ☐	NO ☐	

26011 COOLIDGE HWY – BEFORE PICTURES



Centre Management Company

15900 W Ten Mile Rd., Suite #300, Southfield, Michigan 48075

Tel (248) 557-4300

12/5/24

To Whom It May Concern,

Michele Long of Moore Than Scrubs is a current tenant located at 26011 Coolidge in Oak Park. She is granted authorization to erect a sign on the front of the building.

Please feel free to contact our office with any further questions or concerns.

Thank you,



Lisa Thiele
Management Agent

Donna M Spezia
Commission Expires

12/5/24

2/4/2028



The Way to Grow Your Business

Payment Terms: Cash due at time of order

Created Date: 12/4/2024

DESCRIPTION: Unlit Building Sign installed at customer location**Bill To:** Moore Than Scrubs
26011 Coolidge Hwy
Oak Park, MI 48237
US**Requested By:** Michelle Long
Email: info@moorethanscrubs.com**Salesperson:** Marissa Claes
Email: marissa@signarama-novi.com
Entered By: Marissa Claes

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	Unlit Building Sign - custom routed aluminum composite panel with flat printed graphics - mounted with angle iron	1	\$1,363.13	\$1,363.13
2	Installation at customer location - assuming bucket truck will be needed - includes travel time	1	\$710.00	\$710.00
3	Design Fee (includes time to clean-up / recreate logo if not provided by customer)	1	\$125.00	\$125.00
4	Permit Acquisition - includes permit research, application, drawings and sign specialist/electrician sign off on project - does not include engineering drawings, survey, variance, other - if required	1	\$350.00	\$350.00
5	Sign & Electrical Permit Fees - charged by jurisdiction - COST TO BE DETERMINED - paid direct by customer or pass through +15%	1	\$0.00	\$0.00

Thank you for your business! We are excited to be working with you on your project! Estimates are valid for 30 days and all custom orders require payment before production.

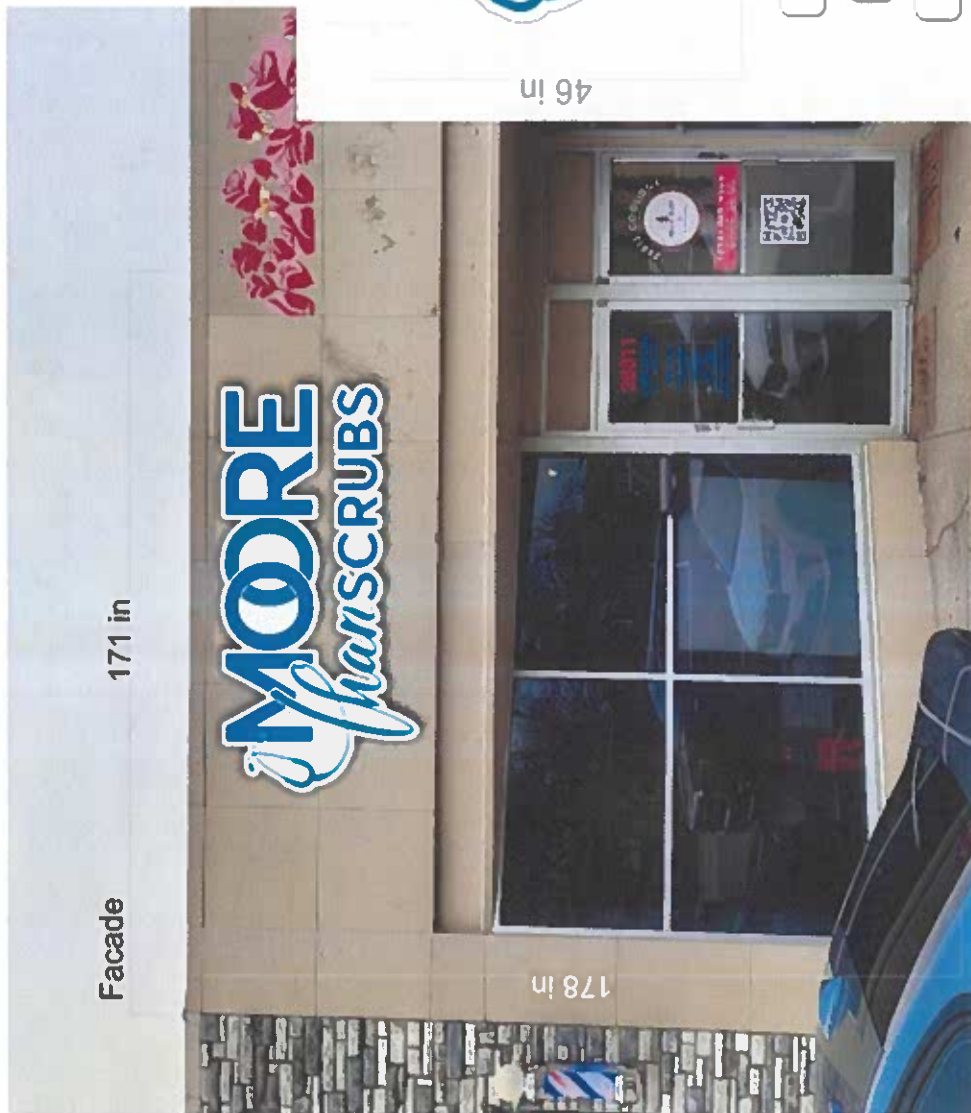
Subtotal:	\$2,548.13
Taxes:	\$79.09
Grand Total:	\$2,627.22

Please send notice of all ACH/Wire payments to AP@Signarama-novi.com.

Warranty - one-year parts and labor and an additional 2 years on parts - barring misuse, vandalism or acts of God.

Signature: _____ **Date:** _____

Approx. 31.5 SQFT allowance (15sqft of facade)



Facade

171 in

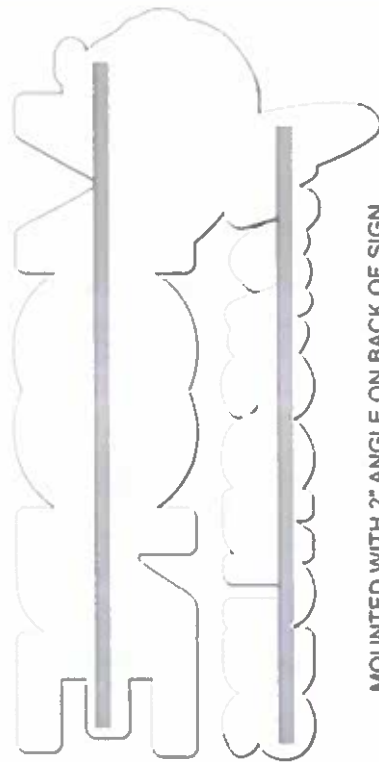
MOORE
than SCRUBS

178 in

46 in

94 in

MOORE
than SCRUBS



MOUNTED WITH 2" ANGLE ON BACK OF SIGN

SIGN DETAILS

Custom-rolled Aluminum Composite

CONCEPT PROOF

CUSTOMER RESPONSIBLE FOR PAINTING FACADE PRIOR TO INSTALLATION

ESTIMATE

E-SF-5598

Payment Terms: Cash Customer

Created Date: 12/2/2024

DESCRIPTION: Custom Contour Lightbox

Bill To: Moore Than Scrubs
26011 Coolidge Hwy
Suite 211
Oak Park, MI 48237
US

Installed: Moore Than Scrubs
26011 Coolidge Hwy
Suite 211
Oak Park, MI 48237
US

Requested By: Michele Long

Salesperson: House Fast Signs Southfield

Email: info-moorethanscrubs.com@moorethanscrubs.com

Cell Phone: (248) 671-7689

PRODUCTS	QTY	UNIT PRICE	TOTALS
1 Custom Lightbox	1	\$5,100.00	\$5,100.00
1.1 Light Box -			
Part Qty: 1			
Width: 8.50'			
Height: 4.00'			
Text: Moore Than Scrubs Logo			
2 City sign permit / electrical Permit	1	\$785.00	\$785.00
2.1 Permit Acquisitions -			
Part Qty: 1			
Text: Signs city permit paperwork, drawings, engineer drawings, electrical permit and all fees			
3 Installation	1	\$750.00	\$750.00
3.1 Installation -			
Part Qty: 1			
Text: Installation of the above			
Notes: *Customer is responsible for having electrician make final connection to sign*			

THIS ESTIMATE IS VALID FOR 30 DAYS.

Base Subtotal: \$6,635.00

Subtotal: \$6,635.00

Michigan State \$306.00

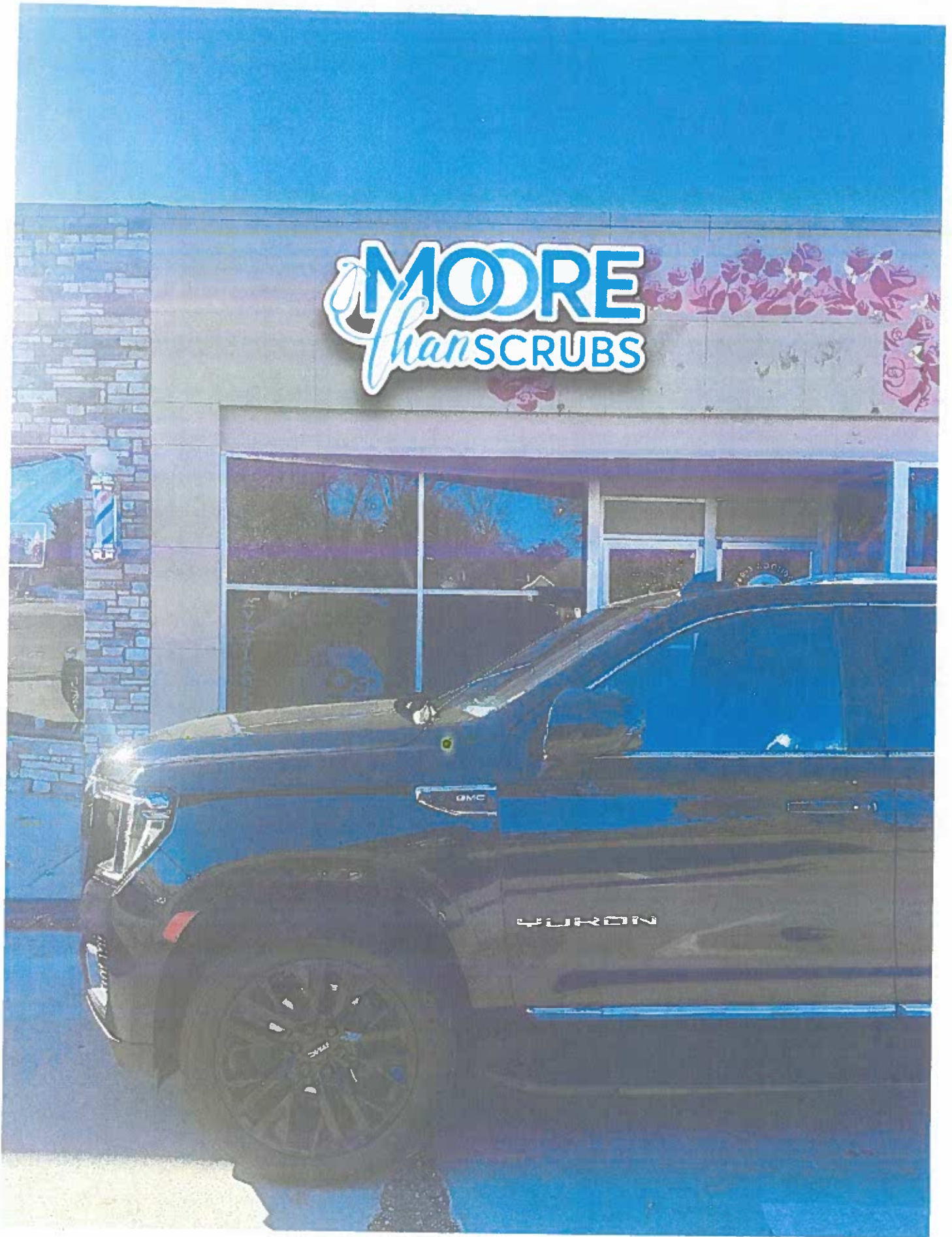
Total Taxes: \$306.00

Grand Total: \$6,941.00

Deposit Required: \$3,470.50

Signature: _____

Date: _____





CITY OF OAK PARK, MI STAFF REPORT

10.A.2

AGENDA FOR: December 16, 2024

SUBJECT: Proposed MDOT Contract 24-5321 for the bridge reconstruction of the Victoria Plaza and Church Street, also known as the Z03 Plaza Deck.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is the contract with MDOT for the bridge reconstruction of the structure "Z03" which carries the Victoria Plaza Deck and Church Street. The City has negotiated with MDOT for additional work to be done on the restored plaza deck after it has been reconstructed. This contract includes no cost to the City and identifies the existing and proposed facilities and amenities that will be installed during the restoration phase of the project. After the amenities have been installed as part of the MDOT project, the City shall own and maintain the amenities and park facilities.

FINANCIAL STATEMENT: There is no cost to the City for the restoration of existing amenities or for the proposed new amenities.

RECOMMENDED ACTION: It is recommended that City Council approve MDOT contract 24-5321 upon review by the City Attorney. It is further recommended to authorize the Mayor and City Manager to sign the contract on behalf of the city.

EXHIBITS:

1. 209084_24-5321

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA	
Control Section	BFP 63102
Job Number	209084CON
Fed Project #	24A0886
Contract	24-5321

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF OAK PARK, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvement in conjunction with the DEPARTMENT'S construction on Highway I-696, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning bridge reconstruction of Structure Z03 of 63102 which carries the Plaza Bridge and Church Street over Highway I-696; and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway I-696 construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Replacement of the Plaza Bridge mitigation items on Structure Z03 of 63102 which carries the Plaza Bridge and Church Street over Highway I-696, including replacement of playground equipment, playground safety surfacing, benches, pavilions, picnic tables, pedestrian facilities, parking lot, decorative bridge lighting, shade structures, landscaping, fitness center, bike loops, bike repair stand, and drainage structure work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written Contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The DEPARTMENT will construct the PROJECT at no cost to the CITY.
2. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited

to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction at no cost to the DEPARTMENT.

3. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this Contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this Contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

4. In connection with the performance of PROJECT work under this Contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

5. This Contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said Contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this Contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF OAK PARK

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

APPENDIX B

TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the “contractor”), agrees as follows:

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor’s obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:**

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:**

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.



CITY OF OAK PARK, MI STAFF REPORT

10.A.3

AGENDA FOR: December 16, 2024

SUBJECT: Change order and budget amendment for the demolition project at 13200 Oak Park Blvd.

DEPARTMENT: Municipal Services

FROM: Daniel Fairless, Deputy Director of Municipal Services

SUMMARY: On November 18, 2024 City Council approved a contract for demolition of the property at 13200 Oak Park Blvd. in the amount of \$118,900.00. The demolition is part of a Consent Judgement that was entered into on July 10, 2024. Part of that Consent Judgement authorizes the city to demolish the blighted structure after the agreed upon October 31, 2024 deadline. Due to the property owner's failure to comply with the Consent Judgement, the Municipal Services Department is proceeding with this work. Environmental sampling was ordered prior to demolition and found some materials onsite that require special handling and removal. The change order and budget amendment to cover these additional costs is \$21,400.00.

FINANCIAL STATEMENT: Blue Star Demolition will be paid from funds in account #101-16.371-818.017 (Contractual Services-Board ups), however a Budget Amendment in that amount will be required to complete this project. Per the Consent Judgement, these funds will be assessed to the property and can be used to offset the additional demolition costs.

RECOMMENDED ACTION: The Municipal Services Department recommends City Council approve the change order in the amount of \$21,400.00 for this demolition related work at 13200 Oak Park Blvd. to Blue Star Demolition, of Warren, MI and to allow the City Manager to execute the contract on behalf of the city. It is further recommended that City Council approve a budget amendment from the General Fund - Fund Balance to account #101-16.371-818.017 (Contractual Services-Board ups) in the same amount.

EXHIBITS:

1. Blue Star_Disposal Quote
2. 13200 Oak Park Blvd_ACM Report



BLUE STAR, INC.

21950 Hoover - Warren, MI 48089
(586) 427-9933 - Fax: (586) 427-9934

CHANGE ORDER REQUEST

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

REQUEST NO: 24-677-01
DATE: 12/11/2024
JOB NO: 24-677

Attn:
Email: jwren@oakparkmi.gov
No hard copy mailed unless requested.

Project: 13200 Oak Park Blvd.
Oak Park

WE HAVE BEEN REQUESTED TO MAKE THE FOLLOWING CHANGES FROM THE ORIGINAL CONTRACT: (General Conditions and Specifications of Original Contract govern unless otherwise mentioned)

RE: CHANGE TO ORIGINAL CONTRACT

Item 1: Properly Abate Asbestos Containing Materials as Identified on Survey Performed

9"x9" Vinyl Floor Tile, Orange-Black
9"x9" Vinyl Floor Tile, Tan-Red
Ceramic Tile System, Black-Blue/White

\$ 7,200.00

Item 2: Due to the foundation sealant testing positive for Asbestos, the foundations are to be removed and disposed of following Partial Ordered Demolition Protocols.

\$ 14,200.00

TOTAL PRICE FOR THE ABOVE WORK: \$ 21,400.00

The above constitutes a change in our original contract. Please expedite your necessary documents to facilitate invoicing.

THANK YOU,
Shawn O'Rourke
Project Coordinator

ACCEPTED BY: _____ DATE: _____
(Signature & Title)



Southeast Abatement LLC
22728 Hoover Road,
Warren, Michigan 48089
Phone: (586) 335-7448

Mr. Eric Hoy

Re: Pre-Demolition Asbestos Bulk Sampling Report
13200 Oak Park Boulevard,
Oak Park, Michigan 48237

Dear Mr. Hoy:

On December 4, 2024, Southeast Abatement LLC (SEA) conducted asbestos sampling services at 13200 Oak Park Boulevard, Oak Park, Michigan 48237 (subject property).

SCOPE OF SERVICES

SEA was retained by Blue Star Inc., to provide comprehensive asbestos sampling of the subject building, located within the subject property. The project consisted of conducting a comprehensive asbestos containing material assessment of materials being impacted by upcoming demolition activities. Sampling and analysis of accessible and exposed areas limited to the work area. The survey included a visual inspection of the work area, sample collection, PLM sample analysis, quantification of ACMs, and report preparation and review.

PURPOSE

The purpose of this survey was to provide general information for the designated work area regarding the presence, condition, and quantity of accessible and/or exposed friable and non-friable building materials that contain asbestos, as well as substances that would require special handling and disposal prior to demolition.

LIMITATIONS

The asbestos survey was intended to meet the requirements of the EPA NESHAP regulation for demolition or renovation. The survey included a thorough inspection of the work area. Selective sampling of materials in the work area as directed by the client. Although SEA attempted to identify all areas of ACM within the work area, an exhaustive investigation of void spaces was not included in the scope of services for this project. Inaccessible is defined as areas of the building that were locked, or where admittance was not possible. It also includes areas/materials that could not be tested (sampled) without destruction of the structure or a portion of the structure, and areas/materials that could not be safely reached by the inspector or inspection team. If access to a portion of the building was not obtained (which otherwise would have been tested), such limitations specifically are identified in this report. SEA did not sample any system which presented a hazard to the inspection team such as energized electrical systems, confined spaces, or structurally unsafe areas.

INSPECTION PROCEDURES

An initial work area walkthrough was conducted to determine the presence of suspect asbestos-containing materials that were accessible and/or exposed within the areas scheduled for upcoming demolition activities. Materials which were similar in color, texture, general appearance and which appear to have been installed at the same time were grouped in Homogeneous Sampling Areas. Such materials are termed "homogeneous materials" by the EPA. During this walkthrough, the approximate locations of these homogeneous materials were also noted. The inspector evaluated the overall condition of the material and determined whether the materials were friable or non-friable by touching the material, where practical. A friable material is defined as any material able to be crushed, crumbled, pulverized, or reduced to a powder by hand pressure when dry.

Each material was further assessed for overall condition. Conditions were rated as good, damaged, or significantly damaged. The inspector also identified the EPA NESHAP classification of the material based on the materials current condition. The inspector provided estimated quantities of the materials identified as ACM, based only on materials that were accessible and exposed.

Following the walkthrough, the Inspector collected samples of suspect materials. Each sample location was sprayed with amended water and was kept wet during the entire sampling process. Samples were collected by coring through the material from the surface down to the base substrate. All layers of the material were extracted and placed into a sample container for transport to the laboratory. Sample containers were sealed and labeled with a unique sample identification number. Where appropriate, sampled materials were sealed with an encapsulant or covered with tape after sampling. SEA is not responsible for restoring the sampled areas to their pre-sampled condition.

Quantification of suspect ACMs and HAZMATs were conducted using visual estimation by an accredited asbestos inspector. This visual estimation was performed in accordance with generally accepted practices in the asbestos industry based on materials that were accessible and exposed. These values are sufficiently accurate for the purpose of documenting the presence of asbestos within its space for the purpose of identifying abatement control conditions or for general policy considerations. Actual quantities may differ between visually estimated values and physical measurements. If a licensed asbestos abatement contractor is engaged to remove the identified ACM, they should be made responsible for verifying reported quantities of ACM.

ASBESTOS ANALYSIS PROCEDURES

All samples were analyzed by Apex Research Laboratories, Inc. (APEX) located at 7717 Kensington Court, Brighton, Michigan 48116 and is National Voluntary Laboratory Accreditation Program (NVLAP) Accredited.

The samples were analyzed for asbestos on a “positive-stop” basis by PLM and in accordance with the “EPA Method for the Determination of Asbestos in Bulk Building Materials” (EPA/600/R-93/116 July 1993). Analysis was performed by observing the bulk samples and slide preparation(s) for microscopic examination and identification. The samples were mounted on slides and then analyzed for asbestos (chrysotile, amosite, crocidolite, anthophyllite, actinolite/tremolite), and fibrous non-asbestos constituents (mineral wool, fiberglass, cellulose, etc.). Asbestos was identified by refractive indices, morphology, color, pleochroism, birefringence, extinction characteristics, and signs of elongation. The same characteristics were used to identify the non-asbestos constituents.

Using a stereoscope, the microscopist visually estimated relative amounts of each constituent by determining the volume of each constituent in proportion to the total volume of the sample.

The EPA method allows samples which are visually determined to have less than 10% asbestos to be quantified using a Point Count procedure. An ocular reticule (cross hair or point array) is used to visually superimpose a point or points on the microscope field of view. A total of 400 points superimposed on either asbestos fibers or non-asbestos matrix material must be counted over at least eight different preparations of representative subsamples. If an asbestos fiber and matrix particle overlap so that a point is superimposed on their visual intersection, a point is scored for both categories. Point counting provides a quantification of the area percent asbestos. Point counted results supersede the results of the visual estimation. No samples were point counted for this survey.

WARRANTY

The field and laboratory results reported herein are considered sufficient in detail and scope to determine the presence of accessible and/or exposed suspect ACM/HAZMATs for the subject property. SEA warrants that the findings contained herein have been prepared in general accordance with accepted professional practices at the time of its preparation as applied by professionals in the community. Changes in the state of the art or in applicable regulations cannot be anticipated and have not been addressed in this report.



The survey and analytical methods have been used to provide the client with information regarding the presence of accessible and/or exposed suspect ACM/HAZMATs existing at the time of the inspection. Test results are valid only for the material(s) tested. There is a distinct possibility that conditions may exist which could not be identified within the scope of the study, or which were not apparent during the site visit. This inspection covered only those areas that were exposed and/or physically accessible to the Inspector. The study is also limited to the information available from the client at the time it was conducted.

EXECUTIVE REPORT

The purpose of the limited assessment was to provide information regarding the presence, condition, and estimated quantity of accessible ACMs associated with the client designated work area. This survey was conducted in preparation for the upcoming demolition activities. The subject building was unoccupied during the survey.

The survey was conducted on December 4, 2024, a total of 64 samples/layers were collected from 20 suspect asbestos-containing homogeneous materials identified during the survey. The samples were analyzed by polarized light microscopy (PLM). A material is considered by the U.S. Environmental Protection Agency (EPA), the U.S. Occupational Safety and Health Administration (OSHA) and the State of Michigan to be ACM if PLM results detect greater than one percent (>1%) asbestos.

Four ACMs (>1% asbestos) were identified through laboratory analysis during the survey.

Sample ID	Sample Description	Material Location	% Asbestos & Type	Estimated Quantity
24-388-4A-B	9"x9" Vinyl Floor Tile w/Adhesive (Orange-Black/Black)	Southwest Interior	10%Ch/NAD	500 SF
24-388-10A-B	9"x9" Vinyl Floor Tile w/Adhesive (Tan-Red/Black)	Basement	10%Ch/NAD	1,200 SF
24-388-13A-B	Ceramic Tile System (Black-Blue/White)	East Basement	2%Ch	15 SF
24-388-20A-B	Foundation Sealant (Black)	Exterior Walls Below Grade	10%Ch	650 SF

The "Report of Bulk Sample Analysis for Asbestos," the "Asbestos Bulk Sample Log," Photographs, and OSHA Abatement Procedures are included in the Attachments. Table 1 attached to this report lists the suspect ACMs observed throughout the subject structure that were sampled, along with the results of the inspection and laboratory analysis. Table 1 also provides descriptions of the materials, their general locations, condition, and friability, EPA National Emission Standard for Hazardous Air Pollutants (NESHAP) category, OSHA abatement classification and estimated quantity.

Two suspected HAZMAT categories were identified through visual observation during this survey.

- 28 Fluorescent Light Bulbs
- 16 Ballasts

RECOMMENDATIONS

Regulated ACM (RACM) and Category II Non-Friable ACM must be properly removed by a licensed asbestos abatement contractor prior to demolition that would disturb the material. Federal, State and Local regulations and guidelines should be strictly adhered to when removing the ACM. Category I Non-Friable ACM may often be left in place during demolition if not made friable by cutting, grinding, or sanding. If left in place, these materials cannot be recycled or used as clean fill. SEA has provided the regulatory abatement methods as defined by OSHA in the attachments for each class of work applied to the materials noted in this report. These procedures can be performed by the demolition contractor if they are licensed to perform abatement in Michigan.

SEA recommends disposing the hazardous materials identified on the site in accordance with applicable regulations. Any unknown containers present on the site need to be verified through testing followed by proper disposal in accordance with applicable regulations.

We appreciate the opportunity to have worked with you on this project. Please let us know if you have any questions or require additional information. We look forward to assisting you in the future.

Respectfully,



Michael S. Angellotti
Asbestos Inspector
Michigan Inspector #A47783



Adam Smak
Inspection Manager
Michigan Inspector #A45615

Attachments - Attachment A - Tables
Attachment B - Photographic Journal
Attachment C - Certificate of Laboratory Analysis and Chain of Custody
Attachment D - Laboratory Accreditations
Attachment E - Inspector Credentials
Attachment F - OSHA Removal Methods

ATTACHMENTS



**ATTACHMENT A
TABLES**



TABLE 1 – SAMPLED MATERIALS

Site: 13200 Oak Park Boulevard, Oak Park, Michigan 48237

Survey Date: December 4, 2024

Sample ID	Sample Description ¹	Material Location ²	F/NF ³	Cond. ⁴	% Asbestos & Type ⁵	EPA NESHAP Category ^{6,7}	OSHA Class Designation ⁸	Estimated Quantity
24-388-1A-B	Fiber Board (Black/Brown)	Exterior Walls	NF	SD	NAD	NA	NA	NA
24-388-2A-B	Drywall System (Brown/White)	Mechanical/Garage	F	SD	NAD	NA	NA	NA
24-388-3A-B	1'X1' Ceiling Tile w/Adhesive	Southwest Interior	NF	SD	NAD	NA	NA	NA
24-388-4A-B	9"x9" Vinyl Floor Tile w/Adhesive (Orange-Black/Black)	Southwest Interior	NF	SD	10%Ch/NAD	Cat II	Class II	500 SF
24-388-5A-B	Mastic (Black)	Southwest Interior	NF	SD	NAD	NA	NA	NA
24-388-6A-B	Fiber Board (Brown)	Exterior Walls	NF	SD	NAD	NA	NA	NA
24-388-7A-B	Vapor Barrier (Black)	Exterior Walls	NF	SD	NAD	NA	NA	NA
24-388-8A-B	Brick Mortar (Gray)	Exterior Walls	NF	SD	NAD	NA	NA	NA
24-388-9A-B	Plaster w/Skim Coat (Gray/White)	Garage/Basement	NF	SD	NAD	NA	NA	NA
24-388-10A-B	9"x9" Vinyl Floor Tile w/Adhesive (Tan-Red/Black)	Basement	NF	SD	10%Ch/NAD	Cat II	Class II	1,200 SF

- 1 Homogeneous materials/systems may contain an indefinite/indistinguishable number of layers that may not be visually identified by the inspector at the time of the survey. Bulk sample analysis will report all possible layers that may be contained within the homogeneous materials/system. Therefore, laboratory results may differ from the chain of custody description.
- 2 **EA** = Exterior Area = Generally relating to sides of the principal structure on the site.
FS = Functional Space = A room, group of rooms, or homogeneous area (including crawl spaces or the space between a dropped ceiling, and the floor or roof deck above) designated by a person accredited to prepare management plans, design asbestos abatement projects, or conduct asbestos response actions.
- 3 **F** = Friable; **NF** = Non-Friable
- 4 **Cond.** = Condition of Materials; Either Good (G), Damaged (D) or Significantly Damaged (SD)
- 5 **NAD** = No Asbestos Detected, **Ch** = Chrysotile, **Am** = Amosite, **Tr** = Tremolite, **Cr** = Crocidolite **PT** = Point Count Analysis
- 6 **NESHAP** Category - Regulated ACM (RACM), **Cat I NF**=Category I Non-Friable ACM, **Cat II NF**= Category II Non-Friable ACM
- 7 **NA** = Not Applicable
- 8 **OSHA/EPA Class Definitions:**
Class I Asbestos work means activities involving the removal of TSI and surfacing ACM and PACM.
Class II Asbestos work means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.
Class III Asbestos work means repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed.
Class IV Asbestos work means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, and III activities.



TABLE 1 – SAMPLED MATERIALS

Site: 13200 Oak Park Boulevard, Oak Park, Michigan 48237

Survey Date: December 4, 2024

Sample ID	Sample Description ¹	Material Location ²	F/NF ³	Cond. ⁴	% Asbestos & Type ⁵	EPA NESHAP Category ^{6,7}	OSHA Class Designation ⁸	Estimated Quantity
24-388-11A-B	Concrete Slab (Gray)	Exterior Walls and Chimney	NF	SD	NAD	NA	NA	NA
24-388-12A-B	CMU Mortar (Gray)	Foundation Walls	NF	SD	NAD	NA	NA	NA
24-388-13A-B	Ceramic Tile System (Black-Blue/White)	East Basement	NF	SD	2%Ch	Cat II	Class II	15 SF
24-388-14A-B	Sealant (White)	Exterior Walls	NF	SD	NAD	NA	NA	NA
24-388-15A-B	Asphalt Roofing System (Brown/Black)	Roof	NF	SD	NAD	NA	NA	NA
24-388-16A-B	Window Frame Sealant (Beige)	Exterior Windows	NF	SD	NAD	NA	NA	NA
24-388-17A-B	Stone Mortar (Brown)	North Exterior Walls	NF	SD	NAD	NA	NA	NA
24-388-18A-B	Brick Sealant	North Exterior Walls	NF	SD	NAD	NA	NA	NA
24-388-19A-B	Stone Mortar (Beige)	Southwest Exterior Walls	NF	SD	NAD	NA	NA	NA
24-388-20A-B	Foundation Sealant (Black)	Exterior Walls Below Grade	NF	SD	10%Ch	Cat II	Class II	650 SF

- 1 Homogeneous materials/systems may contain an indefinite/indistinguishable number of layers that may not be visually identified by the inspector at the time of the survey. Bulk sample analysis will report all possible layers that may be contained within the homogeneous materials/system. Therefore, laboratory results may differ from the chain of custody description.
- 2 **EA** = Exterior Area = Generally relating to sides of the principal structure on the site.
FS = Functional Space = A room, group of rooms, or homogeneous area (including crawl spaces or the space between a dropped ceiling, and the floor or roof deck above) designated by a person accredited to prepare management plans, design asbestos abatement projects, or conduct asbestos response actions.
- 3 **F** = Friable; **NF** = Non-Friable
- 4 **Cond.** = Condition of Materials; Either Good (G), Damaged (D) or Significantly Damaged (SD)
- 5 **NAD** = No Asbestos Detected, **Ch** = Chrysotile, **Am** = Amosite, **Tr** = Tremolite, **Cr** = Crocidolite **PT** = Point Count Analysis
- 6 **NESHAP** Category - Regulated ACM (RACM), **Cat I NF**=Category I Non-Friable ACM, **Cat II NF**= Category II Non-Friable ACM
- 7 **NA** = Not Applicable
- 8 **OSHA/EPA Class Definitions:**
Class I Asbestos work means activities involving the removal of TSI and surfacing ACM and PACM.
Class II Asbestos work means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.
Class III Asbestos work means repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed.
Class IV Asbestos work means maintenance and custodial activities during which employees contact but do not disturb ACM or PACM and activities to clean up dust, waste and debris resulting from Class I, II, and III activities.



ATTACHEMENT B
PHOTOGRAPHIC JOURNAL

**13200 Oak Park Boulevard,
Oak Park, Michigan 48237**

December 4, 2024



View of Subject Structure



Front View of Subject Structure



Left View of Subject Structure



Right View of Subject Structure



Back View of Subject Structure



View of 1st Floor



View of 1st Floor



View of Basement

13200 Oak Park Boulevard,
Oak Park, Michigan 48237

December 4, 2024



View of Basement



View of Crawl Space



View of 9"x9" Vinyl Floor Tile (4A-B)



View of 9"x9" Vinyl Floor Tile (10A-B)



View of Ceramic Tile Bedding (13A-B)



View of Foundation Sealant (20A-B)

**ATTACHEMENT C
CERTIFICATE OF LABORATORY ANALYSIS
AND CHAIN OF CUSTODY**



Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: 13200 Oak Park Boulevard, Oak Park, MI
Project #: 24-388



Report To:

Ms. Jeannine Hoy & Mr. Adam Smak
Southeast Abatement, LLC
22728 Hoover Rd.
Warren, MI 48089

ARI Report # 24-114623
Date Collected: 12/04/24
Date Received: 12/04/24
Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 01 Cust. #: 24-388-1A Material: Fiberboard (Black/Brown) Location: Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 90% Other - 10%
Lab ID #: 114623 - 02 Cust. #: 24-388-1B Material: Fiberboard (Black/Brown) Location: Appearance: brown, fibrous, nonhomogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 90% Other - 10%
Lab ID #: 114623 - 03 Cust. #: 24-388-2A Material: Drywall (Brown) Location: Appearance: grey, fibrous, nonhomogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Fiberglass - 2% Other - 78%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: 13200 Oak Park Boulevard, Oak Park, MI
Project #: 24-388



Report To:

Ms. Jeannine Hoy & Mr. Adam Smak
Southeast Abatement, LLC
22728 Hoover Rd.
Warren, MI 48089

ARI Report # 24-114623
Date Collected: 12/04/24
Date Received: 12/04/24
Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 03a Cust. #: 24-388-2A Material: Joint Compound (White) Location: Appearance: black,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 04 Cust. #: 24-388-2B Material: Drywall (Brown) Location: Appearance: grey,fibrous,nonhomogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 20% Fiberglass - 2% Other - 78%
Lab ID #: 114623 - 04a Cust. #: 24-388-2B Material: Joint Compound (White) Location: Appearance: white,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Robert T. Letarte Jr., Laboratory Director

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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: 13200 Oak Park Boulevard, Oak Park, MI
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Warren, MI 48089

ARI Report # 24-114623
Date Collected: 12/04/24
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Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 05 Cust. #: 24-388-3A Material: 1'x1' Ceiling Tile (White) Location: Appearance: white, fibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 80% Other - 20%
Lab ID #: 114623 - 05a Cust. #: 24-388-3A Material: Glue Pod Location: Appearance: brown, nonfibrous, homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 06 Cust. #: 24-388-3B Material: 1'x1' Ceiling Tile (White) Location: Appearance: white, fibrous, homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 80% Other - 20%

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Test Method, Polarized Light Microscopy (PLM)

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ARI Report # 24-114623
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 06a Cust. #: 24-388-3B Material: Glue Pod Location: Appearance: brown,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 07 Cust. #: 24-388-4A Material: Adhesive Location: Appearance: yellow,nonfibrous,homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 07a Cust. #: 24-388-4A Material: 9"x9" Vinyl Floor Tile (Orange-Black) Location: Appearance: grey,fibrous,homogenous Layer: 2 of 3	Asbestos Present: YES Chrysotile - 10%	Other - 90%

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Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 07b Cust. #: 24-388-4A Material: Mastic (Black) Location: Appearance: black,nonfibrous,homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 08 Cust. #: 24-388-4B Material: Adhesive Location: Appearance: yellow,nonfibrous,homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 08a Cust. #: 24-388-4B Material: 9"x9" Vinyl Floor Tile (Orange-Black) Location: Appearance: Layer: 2 of 3	Asbestos Present: NOT ANALYZED	

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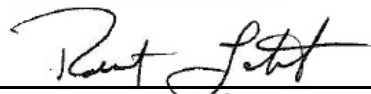
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Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 08b Cust. #: 24-388-4B Material: Mastic (Black) Location: Appearance: black,nonfibrous,homogenous Layer: 3 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 09 Cust. #: 24-388-5A Material: Mastic (Black) Location: Appearance: black,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 10 Cust. #: 24-388-5B Material: Mastic (Black) Location: Appearance: black,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 11 Cust. #: 24-388-6A Material: Fiberboard (Brown) Location: Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 90% Other - 10%
Lab ID #: 114623 - 12 Cust. #: 24-388-6B Material: Fiberboard (Brown) Location: Appearance: brown, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 90% Other - 10%
Lab ID #: 114623 - 13 Cust. #: 24-388-7A Material: Vapor Barrier (Black) Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 60% Other - 40%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 14 Cust. #: 24-388-7B Material: Vapor Barrier (Black) Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Cellulose - 60% Other - 40%
Lab ID #: 114623 - 15 Cust. #: 24-388-8A Material: Brick Mortar (Gray) Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 16 Cust. #: 24-388-8B Material: Brick Mortar (Gray) Location: Appearance: grey, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: 13200 Oak Park Boulevard, Oak Park, MI
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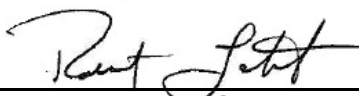
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 17 Cust. #: 24-388-9A Material: Plaster Skim Coat (White) Location: Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 17a Cust. #: 24-388-9A Material: Plaster Base Coat (Gray) Location: Appearance: grey,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114623 - 18 Cust. #: 24-388-9B Material: Plaster Skim Coat (White) Location: Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: 13200 Oak Park Boulevard, Oak Park, MI
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Report To:

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ARI Report # 24-114623
Date Collected: 12/04/24
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Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 18a Cust. #: 24-388-9B Material: Plaster Base Coat (Gray) Location: Appearance: grey,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114623 - 19 Cust. #: 24-388-9C Material: Plaster Skim Coat (White) Location: Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 19a Cust. #: 24-388-9C Material: Plaster Base Coat (Gray) Location: Appearance: grey,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 20 Cust. #: 24-388-9D Material: Plaster Skim Coat (White) Location: Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 20a Cust. #: 24-388-9D Material: Plaster Base Coat (Gray) Location: Appearance: grey,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114623 - 21 Cust. #: 24-388-9E Material: Plaster Skim Coat (White) Location: Appearance: white,nonfibrous,homogenous Layer: 1 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Test Method, Polarized Light Microscopy (PLM)

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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 21a Cust. #: 24-388-9E Material: Plaster Base Coat (Gray) Location: Appearance: grey,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Cellulose - 1% Other - 99%
Lab ID #: 114623 - 22 Cust. #: 24-388-10A Material: 9"x9" Vinyl Floor Tile (Tan-Red) Location: Appearance: brown,fibrous,homogenous Layer: 1 of 2	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114623 - 22a Cust. #: 24-388-10A Material: Adhesive (Black) Location: Appearance: black,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Test Method, Polarized Light Microscopy (PLM)

Project: 13200 Oak Park Boulevard, Oak Park, MI
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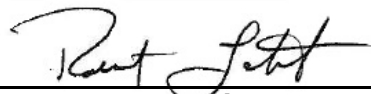
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 23 Cust. #: 24-388-10B Material: 9"x9" Vinyl Floor Tile (Tan-Red) Location: Appearance: Layer: 1 of 2	Asbestos Present: NOT ANALYZED	
Lab ID #: 114623 - 23a Cust. #: 24-388-10B Material: Adhesive (Black) Location: Appearance: black,nonfibrous,homogenous Layer: 2 of 2	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 24 Cust. #: 24-388-11A Material: Concrete Slab (Gray) Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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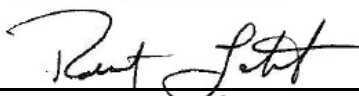
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Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 25 Cust. #: 24-388-11B Material: Concrete Slab (Gray) Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 26 Cust. #: 24-388-12A Material: CMU Mortar (Gray) Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 27 Cust. #: 24-388-12B Material: CMU Mortar (Gray) Location: Appearance: grey,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

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Report To:

Ms. Jeannine Hoy & Mr. Adam Smak
Southeast Abatement, LLC
22728 Hoover Rd.
Warren, MI 48089

ARI Report # 24-114623
Date Collected: 12/04/24
Date Received: 12/04/24
Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 28 Cust. #: 24-388-13A Material: Ceramic Tile (Black-Blue) Location: Appearance: black,nonfibrous,homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 28a Cust. #: 24-388-13A Material: Grout (White) Location: Appearance: white,nonfibrous,homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 28b Cust. #: 24-388-13A Material: Bedding Location: Appearance: beige,fibrous,homogenous Layer: 3 of 3	Asbestos Present: YES Chrysotile - 2%	Other - 98%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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APEX Research Inc., 7717 Kensington Ct., Brighton, MI 48116
(734) 449-9990, Fax (734) 449-9991

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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: 13200 Oak Park Boulevard, Oak Park, MI
Project #: 24-388



Report To:

Ms. Jeannine Hoy & Mr. Adam Smak
Southeast Abatement, LLC
22728 Hoover Rd.
Warren, MI 48089

ARI Report # 24-114623
Date Collected: 12/04/24
Date Received: 12/04/24
Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 29 Cust. #: 24-388-13B Material: Ceramic Tile (Black-Blue) Location: Appearance: black,nonfibrous,homogenous Layer: 1 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 29a Cust. #: 24-388-13B Material: Grout (White) Location: Appearance: white,nonfibrous,homogenous Layer: 2 of 3	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 29b Cust. #: 24-388-13B Material: Bedding Location: Appearance: Layer: 3 of 3	Asbestos Present: NOT ANALYZED	

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 13200 Oak Park Boulevard, Oak Park, MI
Project #: 24-388


Report To:

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Southeast Abatement, LLC
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ARI Report # 24-114623
Date Collected: 12/04/24
Date Received: 12/04/24
Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 30 Cust. #: 24-388-14A Material: Sealant (White) Location: Appearance: white,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 31 Cust. #: 24-388-14B Material: Sealant (White) Location: Appearance: white,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 32 Cust. #: 24-388-15A Material: Asphalt Roofing (Black) Location: Appearance: black,fibrous,nonhomogenous Layer: 1 of 4	Asbestos Present: NO No Asbestos Observed	Fiberglass - 30% Other - 70%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: 13200 Oak Park Boulevard, Oak Park, MI
Project #: 24-388



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22728 Hoover Rd.
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ARI Report # 24-114623
Date Collected: 12/04/24
Date Received: 12/04/24
Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 32a Cust. #: 24-388-15A Material: Asphalt Roofing (Brown) Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 4	Asbestos Present: NO No Asbestos Observed	Fiberglass - 30% Other - 70%
Lab ID #: 114623 - 32b Cust. #: 24-388-15A Material: Asphalt Roofing Location: Appearance: black, fibrous, nonhomogenous Layer: 3 of 4	Asbestos Present: NO No Asbestos Observed	Fiberglass - 30% Other - 70%
Lab ID #: 114623 - 32c Cust. #: 24-388-15A Material: Asphalt Roofing Location: Appearance: black, fibrous, homogenous Layer: 4 of 4	Asbestos Present: NO No Asbestos Observed	Fiberglass - 30% Other - 70%

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 13200 Oak Park Boulevard, Oak Park, MI
Project #: 24-388



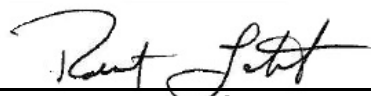
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ARI Report # 24-114623
Date Collected: 12/04/24
Date Received: 12/04/24
Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 33 Cust. #: 24-388-15B Material: Asphalt Roofing (Black) Location: Appearance: black, fibrous, nonhomogenous Layer: 1 of 4	Asbestos Present: NO No Asbestos Observed	Fiberglass - 30% Other - 70%
Lab ID #: 114623 - 33a Cust. #: 24-388-15B Material: Asphalt Roofing (Brown) Location: Appearance: black, fibrous, nonhomogenous Layer: 2 of 4	Asbestos Present: NO No Asbestos Observed	Fiberglass - 30% Other - 70%
Lab ID #: 114623 - 33b Cust. #: 24-388-15B Material: Asphalt Roofing Location: Appearance: black, fibrous, nonhomogenous Layer: 3 of 4	Asbestos Present: NO No Asbestos Observed	Fiberglass - 30% Other - 70%

For Layered Samples, each component will be analyzed and reported separately.


 Robert T. Letarte Jr., Laboratory Director

Test Method EPA 40 CFR - Part 763 and/or EPA 600/R-93/116 was used to analyze the above samples. Matrix interference and/or resolution limits may yield false/negative results in certain circumstances. Suspect floor tiles containing <1% should be tested with SEM or TEM. This certificate of analysis relates only to the samples as submitted and to insure the integrity of the results, may only be reproduced in full. This certificate must not be used by the customer to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Liability limited to cost of analysis.



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Certificate of Laboratory Analysis

Test Method, Polarized Light Microscopy (PLM)

Project: 13200 Oak Park Boulevard, Oak Park, MI
Project #: 24-388



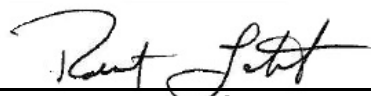
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Warren, MI 48089

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Date Collected: 12/04/24
Date Received: 12/04/24
Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 33c Cust. #: 24-388-15B Material: Asphalt Roofing Location: Appearance: black, fibrous, nonhomogenous Layer: 4 of 4	Asbestos Present: NO No Asbestos Observed	Fiberglass - 30% Other - 70%
Lab ID #: 114623 - 34 Cust. #: 24-388-16A Material: Window Frame Sealant (Beige) Location: Appearance: beige, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 35 Cust. #: 24-388-16B Material: Window Frame Sealant (Beige) Location: Appearance: beige, nonfibrous, homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


 Robert T. Letarte Jr., Laboratory Director

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Certificate of Laboratory Analysis
Test Method, Polarized Light Microscopy (PLM)
Project: 13200 Oak Park Boulevard, Oak Park, MI
Project #: 24-388



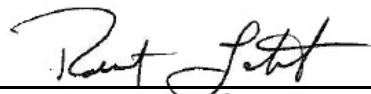
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Warren, MI 48089

ARI Report # 24-114623
Date Collected: 12/04/24
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Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 36 Cust. #: 24-388-17A Material: Stone Mortar (Brown) Location: Appearance: brown,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 37 Cust. #: 24-388-17B Material: Stone Mortar (Brown) Location: Appearance: brown,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 38 Cust. #: 24-388-18A Material: Brick Sealant (Black) Location: Appearance: black,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

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Test Method, Polarized Light Microscopy (PLM)
Project: 13200 Oak Park Boulevard, Oak Park, MI
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22728 Hoover Rd.
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Date Collected: 12/04/24
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Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 39 Cust. #: 24-388-18B Material: Brick Sealant (Black) Location: Appearance: black,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 40 Cust. #: 24-388-19A Material: Stone Mortar (Beige) Location: Appearance: brown,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%
Lab ID #: 114623 - 41 Cust. #: 24-388-19B Material: Stone Mortar (Beige) Location: Appearance: brown,nonfibrous,homogenous Layer: 1 of 1	Asbestos Present: NO No Asbestos Observed	Other - 100%

For Layered Samples, each component will be analyzed and reported separately.


Robert T. Letarte Jr., Laboratory Director

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Test Method, Polarized Light Microscopy (PLM)
Project: 13200 Oak Park Boulevard, Oak Park, MI
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Warren, MI 48089

ARI Report # 24-114623
Date Collected: 12/04/24
Date Received: 12/04/24
Date Analyzed: 12/09/24
Date Reported: 12/09/24

Sample Information	Asbestos Type/Percent	Non-Asbestos Material
Lab ID #: 114623 - 42 Cust. #: 24-388-20A Material: Foundation Sealant (Black Gray) Location: Appearance: black, fibrous, homogenous Layer: 1 of 1	Asbestos Present: YES Chrysotile - 10%	Other - 90%
Lab ID #: 114623 - 43 Cust. #: 24-388-20B Material: Foundation Sealant (Black Gray) Location: Appearance: Layer: 1 of 1	Asbestos Present: NOT ANALYZED	
Lab ID #: Cust. #: Material: Location: Appearance: Layer: of	Asbestos Present:	

For Layered Samples, each component will be analyzed and reported separately.

Robert T. Letarte Jr., Laboratory Director

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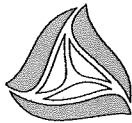
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(734) 449-9990, Fax (734) 449-9991

Page 23 of 23

Page 123 of 134

Apex #

114623


SOUTHEAST
 ABATEMENT LLC

CHAIN OF CUSTODY

Client Name: Blue Star
 Address: 21950 Hoover Road
 City, St., Zip: Warren, MI 48089
 Phone/Fax: 586-427-9932

Date of Survey: December 4, 2024
 Project Name: 13200 Oak Park Boulevard, Oak Park, MI
 Project Number: 24-388
 Contact Person: Jeannie Hoy - jhoy@seallic.net
 Adam Smak - asmak@seallic.net

TURN AROUND TIME

Analytical Method(s) Requested:

Rush		24 Hour		Asbestos:	Bulk	X	Wipe		Pnt. Cnt.		PCM	
48 Hour		72 Hour	X	Lead:	Bulk		Wipe		Air		Paint	Soll
Other		TTP	X	Mold:	Bulk		Tape		BioCell		BioSis	Other
				TEM:	AHERA	7400		Bulk/NOB		EPA	Level II	

Lab ID#	Client ID #	Material/Description	Volume	Area	Results
	24-388-1A-B	Fiber Board (Black/Brown)			
	24-388-2A-B	Drywall System (Brown/White)			
	24-388-3A-B	1"x1" Ceiling Tile w/ Adhesive (White/Tan)			
	24-388-4A-B	9"x9" Vinyl Floor Tile w/ Adhesive (Orange-Black/Black)			
	24-388-5A-B	Mastic (Black)			
	24-388-6A-B	Fiber Board (Brown)			
	24-388-7A-B	Vapor Barrier (Black)			
	24-388-8A-B	Brick Mortar (Gray)			
	24-388-9A-E	Plaster w/ Skim coat (Gray/White)			
	24-388-10A-B	9"x9" Vinyl Floor Tile w/ Adhesive (Tan-Red/Black)			
	24-388-11A-B	Concrete Slab (Gray)			
	24-388-12A-B	CMU Mortar (Gray)			
	24-388-13A-B	Ceramic Tile System (Black-Blue/White)			
	24-388-14A-B	Sealant (White)			
	24-388-15A-B	Asphalt Roofing System (Brown/Black)			
	24-388-16A-B	Window Frame Sealant (Beige)			
	24-388-17A-B	Stone Mortar (Brown)			
	24-388-18A-B	Brick Sealant (Black)			
	24-388-19A-B	Stone Mortar (Beige)			
	24-388-20A-B	Foundation Sealant (Black Gray)			

By: Michael Angelillo
 Date: 12/4/2024

By: K
 Date: 12/13 RECEIVED

By: _____
 Date: _____

By: _____
 Date: _____

DEC 04 2024

APEX RESEARCH

ATTACHMENT D
LABORATORY ACCREDITATIONS



United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 102118-0

Apex Research, Inc.
Brighton, MI

*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communiqué on ISO/IEC 17025).*

2024-10-01 through 2025-09-30

Effective Dates



A handwritten signature in blue ink, reading "Dana S. Laman".

For the National Voluntary Laboratory Accreditation Program

ATTACHMENT E
INSPECTOR CREDENTIALS



State of Michigan

Department of Labor and Economic Opportunity

Michigan Occupational Safety & Health Administration - Asbestos Program



Asbestos Inspector

Michael S. Angellotti
29601 Cotton Road
Chesterfield, MI 48047-5120



Accreditation Number
A47783

Expiration Date
09/09/2025

DOB: 12/07/1976

This individual has satisfactorily met or exceeded the requirements of Michigan Public Act 440 of 1988, as amended, to be accredited as an Asbestos Inspector.

Accreditation card is not
valid if altered.

173150

Training was conducted in accordance
with the requirements of 40 CFR 763,
Michigan Public Act 440 of 1988 as amended
and TSCA, Title II.

CONTRACTORS TRAINING INSTITUTE, LLC

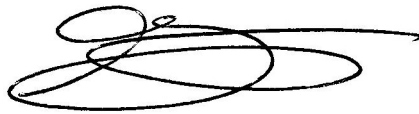
PO Box 476 - Union Lake, MI 48386
(248) 698-6900

Presents this certificate to:

Michael Scott Angellotti

In recognition of successful completion of the:

Asbestos Inspector Refresher Training Course 100% Online



Edward G. Wenz, Jr., Instructor
(248) 698-6900
www.ContractorsTrainingInstitute.com



Dates of Training: Mar 18 - 20, 2024
Date of Expiration: 03/20/2025
Social Security#: XXX-XX-5281
Certificate Number: 100883-98

ATTACHMENT F
OSHA REMOVAL METHODS



Subpart Z—Toxic and Hazardous Substances

AUTHORITY: Sec. 107, Contract Work Hours and Safety Standards Act (40 U.S.C. 333); Secs. 4, 6, 8, Occupational Safety and Health Act of 1970 (29 U.S.C. 653, 655, 657); Secretary of Labor's Order Nos. 12–71 (36 FR 8754), 8–76 (41 FR 25059), 9–83 (48 FR 35736), 1–90 (55 FR 9033), or 6–96 (62 FR 111), as applicable; 29 CFR part 1911.
Section 1926.1102 not issued under 29 U.S.C. 655 or 29 CFR part 1911; also issued under 5 U.S.C. 553.
SOURCE: 58 FR 35190, June 30, 1993, unless otherwise noted.

§ 1926.1100 [Reserved] § 1926.1101 Asbestos.

(5) *Specific control methods for Class I work.* In addition, Class I asbestos work shall be performed using one or more of the following control methods pursuant to the limitations stated below:

(i) Negative Pressure Enclosure (NPE) systems: NPE systems may be used where the configuration of the work area does not make the erection of the enclosure infeasible, with the following specifications and work practices.

(A) *Specifications:*

- (1) The negative pressure enclosure (NPE) may be of any configuration,
- (2) At least 4 air changes per hour shall be maintained in the NPE,
- (3) A minimum of 0.02 column inches of water pressure differential, relative to outside pressure, shall be maintained within the NPE as evidenced by manometric measurements,
- (4) The NPE shall be kept under negative pressure throughout the period of its use, and
- (5) Air movement shall be directed away from employees performing asbestos work within the enclosure, and toward a HEPA filtration or a collection device.

(B) *Work Practices:*

- (1) Before beginning work within the enclosure and at the beginning of each shift, the NPE shall be inspected for breaches and smoke-tested for leaks, and any leaks sealed.
- (2) Electrical circuits in the enclosure shall be deactivated, unless equipped with ground-fault circuit interrupters.
- (ii) Glove bag systems may be used to remove PACM and/or ACM from straight runs of piping and elbows and other connections with the following specifications and work practices:

(A) *Specifications:*

- (1) Glovebags shall be made of 6 mil

thick plastic and shall be seamless at the bottom.

(2) Glovebags used on elbows and other connections must be designed for that purpose and used without modifications.

(B) *Work Practices:*

- (1) Each glovebag shall be installed so that it completely covers the circumference of pipe or other structure where the work is to be done.
- (2) Glovebags shall be smoke-tested for leaks and any leaks sealed prior to use.
- (3) Glovebags may be used only once and may not be moved.
- (4) Glovebags shall not be used on surfaces whose temperature exceeds 150 °F.
- (5) Prior to disposal, glovebags shall be collapsed by removing air within them using a HEPA vacuum.
- (6) Before beginning the operation, loose and friable material adjacent to the glovebag/box operation shall be wrapped and sealed in two layers of six mil plastic or otherwise rendered intact,
- (7) Where system uses attached waste bag, such bag shall be connected to collection bag using hose or other material which shall withstand pressure of ACM waste and water without losing its integrity;
- (8) Sliding valve or other device shall separate waste bag from hose to ensure no exposure when waste bag is disconnected;
- (9) At least two persons shall perform Class I glovebag removal operations.
- (iii) *Negative Pressure Glove Bag Systems.*
Negative pressure glove bag systems may be used to remove ACM or PACM from piping.
(A) *Specifications:* In addition to specifications for glove bag systems above, negative pressure glove bag systems shall attach HEPA vacuum systems or other devices to bag to prevent collapse during removal.
(B) *Work Practices:* (1) The employer shall comply with the work practices for glove bag systems in paragraph (g)(5)(ii)(B)(4) of this section.
(2) The HEPA vacuum cleaner or other device used to prevent collapse of bag during removal shall run continually during the operation until it is completed at which time the bag shall be collapsed prior to removal of the bag from the pipe.
(3) Where a separate waste bag is used along with a collection bag and discarded after one use, the collection bag may be reused if rinsed clean with amended water before reuse.
- (iv) *Negative Pressure Glove Box*

Systems: Negative pressure glove boxes may be used to remove ACM or PACM from pipe runs with the following specifications and work practices.

(A) *Specifications:*

- (1) Glove boxes shall be constructed with rigid sides and made from metal or other material which can withstand the weight of the ACM and PACM and water used during removal;
- (2) A negative pressure generator shall be used to create negative pressure in the system;
- (3) An air filtration unit shall be attached to the box;
- (4) The box shall be fitted with gloved apertures;
- (5) An aperture at the base of the box shall serve as a bagging outlet for waste ACM and water;
- (6) A back-up generator shall be present on site;
- (7) Waste bags shall consist of 6 mil thick plastic double-bagged before they are filled or plastic thicker than 6 mil.
- (B) *Work practices:*
(1) At least two persons shall perform the removal;
- (2) The box shall be smoke-tested for leaks and any leaks sealed prior to each use.
- (3) Loose or damaged ACM adjacent to the box shall be wrapped and sealed in two layers of 6 mil plastic prior to the job, or otherwise made intact prior to the job.
- (4) A HEPA filtration system shall be used to maintain pressure barrier in box.
- (v) *Water Spray Process System.* A water spray process system may be used for removal of ACM and PACM from cold line piping if, employees carrying out such process have completed a 40-hour separate training course in its use, in addition to training required for employees performing Class I work. The system shall meet the following specifications and shall be performed by employees using the following work practices.
(A) *Specifications:*
(1) Piping shall be surrounded on 3 sides by rigid framing,
(2) A 360 degree water spray, delivered through nozzles supplied by a high pressure separate water line, shall be formed around the piping.
(3) The spray shall collide to form a fine aerosol which provides a liquid barrier between workers and the ACM and PACM.
(B) *Work Practices:*
(1) The system shall be run for at least 10 minutes before removal begins.
(2) All removal shall take place within the water barrier.
(3) The system shall be operated by

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at least three persons, one of whom shall not perform removal, but shall check equipment, and ensure proper operation of the system.

(4) After removal, the ACM and PACM shall be bagged while still inside the water barrier.

(vi) A small walk-in enclosure which accommodates no more than two persons

(mini-enclosure) may be used if the disturbance or removal can be completely contained by the enclosure with the following specifications and work practices.

(A) *Specifications:*

(1) The fabricated or job-made enclosure shall be constructed of 6 mil plastic or equivalent:

(2) The enclosure shall be placed under negative pressure by means of a HEPA filtered vacuum or similar ventilation unit:

(B) *Work practices:*

(1) Before use, the mini-enclosure shall be inspected for leaks and smoketested

to detect breaches, and any breaches sealed.

(2) Before reuse, the interior shall be completely washed with amended water and HEPA-vacuumed..

(3) During use, air movement shall be directed away from the employee's breathing zone within the mini-enclosure.

(6) *Alternative control methods for Class I work.* Class I work may be performed using a control method which is not referenced in paragraph (g)(5) of this section, or which modifies a control method referenced in paragraph (g)(5) of this section, if the following provisions are complied with:

(i) The control method shall enclose, contain or isolate the processes or source of airborne asbestos dust, or otherwise capture or redirect such dust before it enters the breathing zone of employees.

(ii) A certified industrial hygienist or licensed professional engineer who is also qualified as a project designer as defined in paragraph (b) of this section, shall evaluate the work area, the projected work practices and the engineering controls and shall certify in writing that the planned control method is adequate to reduce direct and indirect employee exposure to below the PELs under worst-case conditions of use, and that the planned control method will prevent asbestos contamination outside the regulated area, as measured by clearance sampling which meets the requirements of EPA's Asbestos in

Schools rule issued under AHERA, or perimeter monitoring which meets the criteria in paragraph (g)(4)(ii)(B) of this section.

(A) Where the TSI or surfacing material to be removed is 25 linear or 10 square feet or less, the evaluation

required in paragraph (g)(6) of this section may be performed by a "competent person", and may omit consideration of perimeter or clearance monitoring otherwise required.

(B) The evaluation of employee exposure required in paragraph (g)(6) of this section, shall include and be based on sampling and analytical data representing

employee exposure during the use of such method under worstcase conditions and by employees whose training and experience are equivalent to employees who are to perform the current job.

(iii) Before work which involves the removal of more than 25 linear or 10 square feet of thermal system insulation or surfacing material is begun using an alternative method which has been the subject of a paragraph (g)(6) of this section required evaluation and certification, the employer shall send a copy of such evaluation and certification to the national office of OSHA, Office of Technical Support, Room N3653, 200 Constitution Avenue, NW, Washington, DC 20210. The submission shall not constitute approval by OSHA.

(7) *Work Practices and Engineering Controls for Class II work.*

(i) All Class II work shall be supervised by a competent person as defined in paragraph (b) of this section.

(ii) For all indoor Class II jobs, where the employer has not produced a negative

exposure assessment pursuant to paragraph (f)(2)(iii) of this section, or where during the job, changed conditions indicate there may be exposure above the PEL or where the employer does not remove the ACM in a substantially

intact state, the employer shall use one of the following methods to ensure

that airborne asbestos does not migrate from the regulated area;

(A) Critical barriers shall be placed over all openings to the regulated area; or,

(B) The employer shall use another barrier or isolation method which prevents

the migration of airborne asbestos from the regulated area, as verified by perimeter area monitoring or clearance

monitoring which meets the criteria set out in paragraph (g)(4)(ii)(B) of this section.

(C) Impermeable dropcloths shall be placed on surfaces beneath all removal activity;

(iii) [Reserved]

(iv) All Class II asbestos work shall be performed using the work practices and requirements set out above in paragraph (g)(1) (i) through (g)(1)(iii) of this section.

(8) *Additional Controls for Class II work.* Class II asbestos work shall also be performed by complying with the work practices and controls designated for each type of asbestos work to be performed, set out in this paragraph. Where more than one control method may be used for a type of asbestos work, the employer may choose one or a combination of designated control methods. Class II work also may be performed using a method allowed for Class I work, except that glove bags and glove boxes are allowed if they fully enclose the Class II material to be removed.

(i) For removing vinyl and asphalt flooring materials which contain ACM or for which in buildings constructed no later than 1980, the employer has not verified the absence of ACM pursuant to paragraph (g)(8)(i)(I) of this section. The employer shall ensure that employees comply with the following work practices and that employees are trained in these practices pursuant to paragraph (k)(9):

(A) Flooring or its backing shall not be sanded.

(B) Vacuums equipped with HEPA filter, disposable dust bag, and metal floor tool (no brush) shall be used to clean floors.

(C) Resilient sheeting shall be removed by cutting with wetting of the snip point and wetting during delamination. Rip-up of resilient sheet floor material is prohibited.

(D) All scraping of residual adhesive and/or backing shall be performed using wet methods.

(E) Dry sweeping is prohibited.

(F) Mechanical chipping is prohibited unless performed in a negative pressure enclosure which meets the requirements of paragraph (g)(5)(i) of this section.

(G) Tiles shall be removed intact, unless the employer demonstrates that intact removal is not possible.

(H) When tiles are heated and can be removed intact, wetting may be omitted.

(I) Resilient flooring material including associated mastic and backing shall be assumed to be asbestos-containing unless an industrial hygienist

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determines that it is asbestos-free using recognized analytical techniques.

(ii) For removing roofing material which contains ACM the employer shall ensure that the following work practices are followed:

(A) Roofing material shall be removed in an intact state to the extent feasible.

(B) Wet methods shall be used to remove roofing materials that are not intact, or that will be rendered not intact during removal, unless such wet methods are not feasible or will create safety hazards.

(C) Cutting machines shall be continuously misted during use, unless a competent person determines that misting substantially decreases worker safety.

(D) When removing built-up roofs with asbestos-containing roofing felts and an aggregate surface using a power roof cutter, all dust resulting from the cutting operation shall be collected by a HEPA dust collector, or shall be HEPA vacuumed by vacuuming along the cut line. When removing built-up roofs with asbestos-containing roofing felts and a smooth surface using a power roof cutter, the dust resulting from the cutting operation shall be collected either by a HEPA dust collector or HEPA vacuuming along the cut line, or by gently sweeping and then carefully and completely wiping up the still-wet dust and debris left along the cut line. The dust and debris shall be immediately bagged or placed in covered containers.

(E) Asbestos-containing material that has been removed from a roof shall not be dropped or thrown to the ground. Unless the material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane or hoist:

(1) Any ACM that is not intact shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift. While the material remains on the roof it shall either be kept wet, placed in an impermeable waste bag, or wrapped in plastic sheeting.

(2) Intact ACM shall be lowered to the ground as soon as is practicable, but in any event no later than the end of the work shift.

(F) Upon being lowered, unwrapped material shall be transferred to a closed receptacle in such manner so as to preclude the dispersion of dust.

(G) Roof level heating and ventilation air intake sources shall be isolated

or the ventilation system shall be shut down.

(H) Notwithstanding any other provision of this section, removal or repair of sections of intact roofing less than 25 square feet in area does not require use of wet methods or HEPA vacuuming as long as manual methods which do not render the material nonintact

are used to remove the material and no visible dust is created by the removal method used. In determining

whether a job involves less than 25 square feet, the employer shall include all removal and repair work performed on the same roof on the same day.

(iii) When removing cementitious asbestos-containing siding and shingles or transite panels containing ACM on building exteriors (other than roofs, where paragraph (g)(8)(ii) of this section applies) the employer shall ensure that the following work practices are followed:

(A) Cutting, abrading or breaking siding, shingles, or transite panels, shall be prohibited unless the employer can demonstrate that methods less likely to result in asbestos fiber release cannot be used.

(B) Each panel or shingle shall be sprayed with amended water prior to removal.

(C) Unwrapped or unbagged panels or shingles shall be immediately lowered to the ground via covered dust-tight chute, crane or hoist, or placed in an impervious waste bag or wrapped in plastic sheeting and lowered to the ground no later than the end of the work shift.

(D) Nails shall be cut with flat, sharp instruments.

(iv) When removing gaskets containing ACM, the employer shall ensure that the following work practices are followed:

(A) If a gasket is visibly deteriorated and unlikely to be removed intact, removal shall be undertaken within a glovebag as described in paragraph (g)(5)(ii) of this section.

(B) [Reserved]

(C) The gasket shall be immediately placed in a disposal container.

(D) Any scraping to remove residue must be performed wet.

(v) When performing any other Class II removal of asbestos containing material

for which specific controls have not been listed in paragraph (g)(8)(iv)

(A) through (D) of this section, the employer shall ensure that the following work practices are complied with.

(A) The material shall be thoroughly wetted with amended water prior to and during its removal.

(B) The material shall be removed in an intact state unless the employer demonstrates that intact removal is not possible.

(C) Cutting, abrading or breaking the material shall be prohibited unless the employer can demonstrate that methods less likely to result in asbestos fiber release are not feasible.

(D) Asbestos-containing material removed, shall be immediately bagged or wrapped, or kept wetted until transferred to a closed receptacle, no later than the end of the work shift.

(vi) *Alternative Work Practices and Controls.* Instead of the work practices and controls listed in paragraph (g)(8)

(i) through (v) of this section, the employer may use different or modified engineering and work practice controls if the following provisions are complied with.

(A) The employer shall demonstrate by data representing employee exposure during the use of such method under conditions which closely resemble the conditions under which the method is to be used, that employee exposure

will not exceed the PELs under any anticipated circumstances.

(B) A competent person shall evaluate the work area, the projected work practices and the engineering controls, and shall certify in writing, that the different or modified controls are adequate

to reduce direct and indirect employee exposure to below the PELs under all expected conditions of use and that the method meets the requirements

of this standard. The evaluation shall include and be based on data representing

employee exposure during the use of such method under conditions which closely resemble the conditions under which the method is to be used for the current job, and by employees

whose training and experience are equivalent to employees who are to perform the current job.

(9) *Work Practices and Engineering Controls for Class III asbestos work.* Class

III asbestos work shall be conducted using engineering and work practice controls which minimize the exposure to employees performing the asbestos work and to bystander employees.

(i) The work shall be performed using wet methods.

(ii) To the extent feasible, the work

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shall be performed using local exhaust ventilation.

(iii) Where the disturbance involves drilling, cutting, abrading, sanding, chipping, breaking, or sawing of thermal system insulation or surfacing material, the employer shall use impermeable dropcloths, and shall isolate the operation using mini-enclosures or glove bag systems pursuant to paragraph (g)(5) of this section or another isolation method.

(iv) Where the employer does not produce a “negative exposure assessment” for a job, or where monitoring results show the PEL has been exceeded, the employer shall contain the area using impermeable dropcloths and plastic barriers or their equivalent, or shall isolate the operation using a control system listed in and in compliance with paragraph (g)(5) of this section.

(v) Employees performing Class III jobs, which involve the disturbance of thermal system insulation or surfacing material, or where the employer does not produce a “negative exposure assessment”

or where monitoring results show a PEL has been exceeded, shall wear respirators which are selected, used and fitted pursuant to provisions of paragraph (h) of this section.

(10) *Class IV asbestos work.* Class IV asbestos jobs shall be conducted by employees trained pursuant to the asbestos awareness training program set out in paragraph (k)(9) of this section. In addition, all Class IV jobs shall be conducted

in conformity with the requirements set out in paragraph (g)(1) of this section, mandating wet methods, HEPA vacuums, and prompt clean up of debris containing ACM or PACM.

(i) Employees cleaning up debris and waste in a regulated area where respirators

are required shall wear respirators which are selected, used and fitted pursuant to provisions of paragraph (h) of this section.

(ii) Employers of employees who clean up waste and debris in, and employers in control of, areas where friable thermal system insulation or surfacing material is accessible, shall assume that such waste and debris contain asbestos.

(11) *Alternative methods of compliance for installation, removal, repair, and maintenance of certain roofing and pipeline*

coating materials. Notwithstanding any other provision of this section, an

employer who complies with all provisions of this paragraph (g)(11) when installing, removing, repairing, or maintaining intact pipeline asphaltic wrap, or roof flashings which contain asbestos fibers encapsulated or coated by bituminous

or resinous compounds shall be deemed to be in compliance with this section. If an employer does not comply with all provisions of this paragraph (g)(11) or if during the course of the job the material does not remain intact, the provisions of paragraph (g)(8) of this section apply instead of this paragraph (g)(11).

(i) Before work begins and as needed during the job, a competent person who is capable of identifying asbestos hazards

in the workplace and selecting the appropriate control strategy for asbestos exposure, and who has the authority to take prompt corrective measures to eliminate such hazards, shall conduct an inspection of the worksite and determine that the roofing material is intact and will likely remain intact.

(ii) All employees performing work covered by this paragraph (g)(11) shall be trained in a training program that meets the requirements of paragraph (k)(9)(viii) of this section.

(iii) The material shall not be sanded, abraded, or ground. Manual methods which do not render the material non-intact shall be used.

(iv) Material that has been removed from a roof shall not be dropped or thrown to the ground. Unless the material

is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane or hoist. All such material shall be removed from the roof as soon as is practicable, but in any event no later than the end of the work shift.

(v) Where roofing products which have been labeled as containing asbestos pursuant to paragraph (k)(8) of this section are installed on non-residential roofs during operations covered by this paragraph (g)(11), the employer shall notify the building owner of the presence and location of such materials no later than the end of the job.

(vi) All removal or disturbance of pipeline asphaltic wrap shall be performed using wet methods.

(h) *Respiratory protection.* (1) *General.* For employees who use respirators required

by this section, the employer must provide respirators that comply with the requirements of this paragraph. Respirators must be used during:

(i) Class I asbestos work.

(ii) Class II asbestos work when ACM is not removed in a substantially intact state.