

Oak Park City Council Agenda

October 2, 2023





AGENDA
REGULAR CITY COUNCIL MEETING
39th CITY COUNCIL
OAK PARK, MICHIGAN
October 2, 2023
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 September 18, 2023
- B. Beautification Advisory Commission Meeting Minutes for June 20, 2023
- C. Traffic Safety Board Meeting Minutes for August 13, 2023
- D. Arts and Cultural Diversity Commission Meeting Minutes for August 10, 2023
- E. Request to approve payment of invoices from MDOT for the Nine Mile Rd. and Eight Mile Rd. at Hubbell projects for the total amount of \$284,575.26
- F. Request to approve payment of invoices from OHM Advisors for GIS DWAM Grant, Nine Mile Road CE, and Capital Ave. Easement for the total amount of \$54,602.12
- G. Request to approve Payment Application No. 6 in the amount of \$66,931.24 and Change Order No. 5 in the amount of (\$26,871.32) to Inner City Contracting of Detroit, Michigan for the 2023 Water Main and Road Replacement Project, M-750
- H. Request to approve Payment Application No. 1 for the 2023 Block Pruning Project, M-748, to Urban Tree Trimming of Detroit MI, in the amount of \$30,985.00
- I. Licenses New and Renewals submitted for October 2, 2023

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS:

- A. Special Retirement Recognition for Ted Kozlowski

8. PUBLIC HEARINGS:

- A. **Public Hearing** on the establishment of an Industrial Development District at Bollinger Motors, Inc., 14925 W. Eleven Mile Rd., Oak Park, Michigan
- B. Resolution establishing an Industrial Development District for Bollinger Motors, Inc., 14925 W. Eleven Mile Rd., Oak Park, Michigan
- C. **Public Hearing** on the application of Bollinger Motors, Inc. for an Industrial Facilities Exemption Certificate with respect to a new facility
- D. Resolution approving the application of Bollinger Motors, Inc. for an Industrial Facilities Exemption Certificate with respect to a new facility

- E. **Public hearing** and adoption of Special Assessment Resolutions to confirm the rolls and set the due date of November 14, 2023 together with penalty of ten percent (10%) for Special Assessment Districts #708 Delinquent Utilities, #709 False Alarms, #710 Property Blight and #711 Sidewalk Replacement

9. **COMMUNICATIONS:** None

10. **SPECIAL LICENSES:** None

11. **ACCOUNTING REPORTS:** None

12. **BIDS:** None

13. **ORDINANCES:** None

14. **CITY ATTORNEY:**

15. **CITY MANAGER:**
Municipal Services/CIA

- A. Request to approve a façade improvement grant to Danny Kallabat regarding businesses at 13805-13845 W. Nine Mile Rd. for a maximum of 50% of the project costs in an amount not to exceed \$12,500 or \$2,500 per business

16. **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.

17. **CALL TO THE COUNCIL**

18. **CLOSED SESSION**

Pursuant to Section 8 of the Open Meetings Act to convene a Closed Session to discuss attorney-client privileged communication regarding pending litigation for property at 21950 Eastwood and 13200 Oak Park Blvd.

19. **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. Accommodation to participate in a Council Meeting will be made with 7-day prior notice.



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
September 18, 2023
7:00 PM**

MINUTES

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

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

ABSENT: Council Member Whitehead

OTHERS

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

APPROVAL OF AGENDA:

**CM-09-301-23 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS AMENDED
– APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve the agenda with the following addition:

- Add a CLOSED SESSION to discuss pending litigation regarding bighted property.

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-09-302-23 (AGENDA ITEM #5A-H) CONSENT AGENDA - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the Consent Agenda consisting of the following items:

- A. Regular City Council Meeting Minutes for August 21, 2023 **CM-09-303-23**
- B. Special City Council Meeting Minutes for September 5, 2023 **CM-09-304-23**
- C. Request to authorize the Department of Public Works to enter into an inter-governmental agreement with the City of Ferndale to utilize their storage yard for leaf pick-up **CM-09-305-23**
- D. Request to approve an agreement with the Road Commission for Oakland County for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Woodward **CM-09-306-23**
- E. Arts and Cultural Diversity Commission Meeting Minutes for February 9, 2023, March 9, 2023, April 13, 2023, May 31, 2023, June 8, 2023, and July 13, 2023 **CM-09-307-23**
- F. Request to approve payment of invoices from MDOT for the Nine Mile Road Project for the total amount of \$579,257.93 **CM-09-308-23**

- G. Request to approve Payment Application No. 2 for the Nine Mile Connector Park Project,
M- 746 to DMC Consultants Inc. of Detroit, Michigan for \$2,374.19 **CM-09-309-23**
H. Licenses New and Renewals submitted for September 18, 2023 **CM-09-310-23**

MERCHANT'S LICENSES – September 18, 2023
(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
None			
<u>RENEWALS (2023)</u>	<u>ADDRESS</u>	<u>FEE</u>	
DOLLAR GENERAL	22100 COOLIDGE HWY	\$225.00	RETAIL
STUDIO NOVA	22153 COOLIDGE HWY	\$225.00	RETAIL
TODAY'S SMILE	25101 COOLIDGE HWY	\$187.50	DENTAL OFFICE
MICHIGAN CONSTRUCTION PROTECTION	14211 W ELEVEN MILE	\$150.00	LEGAL OFFICE
TOP'S FASHION AND BRAID	21910 GREENFIELD # 105	\$225.00	BRAIDING SALON
SALON KLS	23300 GREENFIELD # 115	\$225.00	HAIR SALON

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

SPECIAL LICENSES:

**CM-09-311-23 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST – DOG PARK
COMMITTEE – OAK PARK & BARK GRAND OPENING
– APPROVED**

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to approve the following
Special Event request subject to all departmental approvals:

Name	Event	Fee
Dog Park Committee	Grand Opening for Dog Park 21950 Scotia Rd. October 15, 2023 Noon – 3 pm	Application fee waived

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

MOTION DECLARED ADOPTED

CM-09-312-23 (AGENDA ITEM #10B) SPECIAL EVENT REQUEST – DOG PARK MURAL DEDICATION – APPROVED

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following Special Event request subject to all departmental approvals:

Name	Event	Fee
Mark Phillips 13670 Nadine	Mural Dedication – Dog Park October 15, 2023 10:00 am – 10:30 am	Application fee waived

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

MOTION DECLARED ADOPTED

CM-09-313-23 (AGENDA ITEM #10A) DOG AND PONY SHOW BREWING FUNDRAISER – APPROVED

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the following Special Event request subject to all departmental approvals:

Name	Event	Fee
Dog and Pony Show Brewing, 14661 W 11 Mile Rd, 200	Corn Hole Fundraiser October 1, 2023 10 am- 5 pm	\$100 application fee paid

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

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS:

CM-09-314-23 (AGENDA ITEM #11A) PAYMENT OF AN INVOICE SUBMITTED BY THE LAW OFFICES OF SHIFMAN FOURNIER FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$18,000.00 - APPROVED

Motion by Radner, seconded by Edgar, CARRIED UNANIMOUSLY, to approve payment of an invoice to Shifman Fournier for legal services from October 1, 2022 – December 31, 2022 in the total amount of \$18,000.00.

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

MOTION DECLARED ADOPTED

**CM-09-315-23 (AGENDA ITEM #11B) APPROVAL FOR PAYMENT OF INVOICES
SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL
SERVICES IN THE TOTAL AMOUNT OF \$14,683.33 - APPROVED**

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoice #613988 by Garan, Lucow, Miller P.C., for legal services rendered through August 31, 2023 in the total amount of \$14,683.33

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

City Clerk

**CM-09-317-23 (AGENDA ITEM #15A) REQUEST TO APPROVE AN ELECTION
SERVICES AGREEMENT WITH OAKLAND COUNTY TO PROVIDE
EARLY VOTING SERVICES FOR THE CITY OF OAK PARK, TO
DESIGNATE THE OAK PARK COMMUNITY CENTER, 14300 OAK
PARK BLVD., AS THE EARLY VOTING REGIONAL SITE AND TO
AUTHORIZE THE CITY CLERK TO SIGN THE AGREEMENT ON
BEHALF OF THE CITY - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve an election services agreement with Oakland County to provide early voting services for the City of Oak Park, to designate the Oak Park Community Center, 14300 Oak Park Blvd., as the early voting regional site and to authorize the City Clerk to sign the agreement on behalf of the city.

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

MOTION DECLARED ADOPTED

Finance/Assessing

**CM-03-317-23 (AGENDA ITEM #15B) RESOLUTION AUTHORIZING THE
CITY ASSESSOR TO PREPARE SPECIAL ASSESSMENT
ROLLS, ASSESSING UNPAID CHARGES TOGETHER WITH A
10% PENALTY ON PRIVATE PROPERTY FOR DELINQUENT
UTILITIES - \$220,684.55; PROPERTY BLIGHT - \$22,737.00;
FALSE ALARMS - \$1,683.00, AND SIDEWALK REPLACEMENT
- \$2,753.58 - APPROVED**

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the following resolution authorizing the City Assessor to prepare Special Assessment Rolls, assessing unpaid charges together with a 10% penalty on private property for Delinquent Utilities - \$220,684.55; Property Blight - \$22,737.00; False Alarms - \$1,683.00; and Sidewalk Replacement - \$2,753.58:

PROPOSAL FOR
SPECIAL ASSESSMENT DISTRICTS

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

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make Special Assessment Rolls for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment Districts therefore according to the benefits derived in the sum of \$247,858.13:

Delinquent Utilities	\$220,684.55
Property Blight	\$22,737.00
False Alarms	\$1,683.00, and
Sidewalk Replacement	\$2,753.58

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

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

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

MOTION DECLARED ADOPTED

CM-03-318-23 (AGENDA ITEM #15C) RESOLUTION RECEIVING SPECIAL ASSESSMENT ROLLS ESTABLISHING OCTOBER 2, 2023 AS THE DATE FOR THE PUBLIC HEARING ON THE ROLLS FOR UNPAID CHARGES FOR CITY EXPENSES INCURRED ON PRIVATE PREMISES FOR DELINQUENT UTILITIES #708, FALSE ALARMS #709, PROPERTY BLIGHT #710, AND SIDEWALK REPLACEMENT #711 - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the following resolution receiving Special Assessment Rolls establishing October 2, 2023 as the date for the Public Hearing on the rolls for unpaid charges for city expenses incurred on private premises for Delinquent Utilities #708, False Alarms #709, Property Blight #710, and Sidewalk Replacement #711:

SPECIAL ASSESSMENT RESOLUTION

DISTRICT NO. 708, 709, 710 and 711

Meeting of the City Council held September 18, 2023, at 7:00 P.M.

The Assessor reported Special Assessment Rolls No. 708, 709, 710 and 711 to the City Council. Attached to said Special Assessment Roll was the certificate of the City Assessor in form as required in Chapter XII of the City Charter.

BE IT RESOLVED, that Special Assessment Rolls No. 708, 709, 710 and 711 this day submitted to the City Council by the City Assessor, be filed in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council and the City Assessor shall meet in the City Council room in the City of Oak Park, Michigan, on the 2nd day of October, 2023 at 7:00 P.M. Eastern Standard Time, for the purpose of reviewing the assessment contained in said Special Assessment Rolls.

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

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

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

MOTION DECLARED ADOPTED

Economic Development and Planning

CM-09-320-23 (AGENDA ITEM #15D) REQUEST TO APPROVE A RESOLUTION IN SUPPORT AND FUNDING COMMITMENT OF THE CITY'S JOINT APPLICATION FOR THE RECONNECTING COMMUNITIES PILOT DISCRETIONARY GRANT PROGRAM FOR THE 11 MILE ROAD REDESIGN - APPROVED

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following resolution in support and funding commitment of the city's joint application for the Reconnecting Communities Pilot Discretionary Grant Program for the 11 Mile Road Redesign:

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF OAK PARK

RESOLUTION IN SUPPORT AND FUNDING COMMITMENT OF JOINT APPLICATION OF THE RECONNECTING COMMUNITIES AND NEIGHBORHOOD GRANT PROGRAM

WHEREAS, the Federal Department of Transportation, through the Reconnecting Communities and Neighborhood Grant Program is providing grant funding to support projects that reconnect communities by removing, retrofitting, or mitigating highways and other transportation facilities that create barriers to community connectivity, including to mobility, access, or economic development.; and

WHEREAS, the Cities of Oak Park, Berkley, Huntington Woods, Southfield and Royal Oak are planning to redesign the Eleven Mile Corridor and jointly apply for the Reconnecting Communities and Neighborhood Grant Program; and

WHEREAS, the City of Oak Park's Corridor Improvement Authorities Development and Tax Increment Financing Plans lists "establishing vibrant commercial corridors, creating bike paths, landscaping and economic development" as objectives;" and

WHEREAS, the City of Oak Park's Master Plan lists "Create a catalytic transformation of our commercial corridors with strategically targeted investment" as objectives under the goal of "Create vibrant, dynamic commercial corridors;" and

WHEREAS, the City of Oak Park's Master Plan lists "Incorporate green infrastructure into future design for City projects" as objectives under the goal of "Improve environmental sustainability;" and

WHEREAS, the City of Oak Park's Master Plan lists "Improve the safety and comfort of pedestrians and bicyclists at key intersections and Improve the safety and accessibility of the City's transportation network for all users" as objectives under the goal of "Enhance pedestrian scaled streets and foster a comfortable and safe environment for all users within the context of the City's existing infrastructure and community needs;" and

WHEREAS, the 11 Mile Redesign will contribute significantly to meeting these goals; and

WHEREAS, the grant request is for the City of Oak Park's portion to plan and engineer the project and will be funded through the Corridor Improvement Authority funds; and

BE IT HEREBY RESOLVED, that the City Council of the City of Oak Park, Michigan, does hereby support the joint application of the Cities of Oak Park, Berkley, Huntington Woods, and Royal Oak to the Reconnecting Communities and Neighborhood Grant Program; and commit to the funding for the City of Oak Park grant match funding.

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

MOTION DECLARED ADOPTED

Public Safety

CM-09-320-23 (AGENDA ITEM #15E) REQUEST TO APPROVE TRAFFIC CONTROL ORDER 160 SEC. 1.32 ALLOWING FOR TEMPORARY PARKING ON THE NORTH SIDE OF ALBANY BETWEEN DANTE AND FERN FROM SEPTEMBER 25, 2023 THROUGH NOVEMBER 13, 2023 - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to approve Traffic Control Order 160 Sec 1.32 allowing for temporary parking on the north side of Albany between Dante and Fern from September 25, 2023 through November 13, 2023.

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Ken Sherman, 27840 Jerome St., expressed concerns about a trailer left at the 10 Mile and Coolidge shopping center.

CLOSED SESSION (Added to the meeting)

The Closed Session to discuss pending litigation was not convened since Council Member Radner had to leave the meeting which did not allow for the requisite number of Council Members to convene the closed session.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:45 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

**CITY OF OAK PARK
BEAUTIFICATION ADVISORY COMMISSION
MEETING MINUTES
JUNE 20, 2023**

PRESENT: Commissioners Lonnie Tabb-Upshaw, Santhia Guinn, Idella Bailey,
Chrystal Wagner, Deborah Williamson, DPW Administrative Clerk II Tiffany Brown

ABSENT: Commissioners Mattie Boykin, Michella Perry, DPW Director Dave DeCoster,
City Council Member Carolyn Burns

GUEST: Barbara Butler

Meeting called to order at 7:00 pm

Roll called.

APPROVAL OF MINUTES: May 16, 2023

MOTION by Bailey, **SECONDED** by Guinn to approve the Beautification Advisory Commission meeting minutes for May 16, 2023 as submitted.

VOTE: Yes: ALL

No: NONE

Motion carried.

CITY COUNCIL/LIAISON COMMUNICATION

None

FLOWER SALE

The Flower Sale was successful. Commissioners discussed operations of the Flower Sale going forward. For next year's flower sale, the commissioners would like two commissioners collecting money, while the other commissioners help with assisting customers. Members agreed that the organization of the sale was improved due to the updated price list and labeling of the flowers.

FLOWER EXCHANGE

Commissioners agree to work with the recreation department to secure a better date for the flower exchange. The commissioners would also like to work on a better marketing strategy to advertise the event.

FLOWER PLANTING

The commission planted flowers at the Shepherd Park sign. Commissioners would like to plant flowers annually at the Shepherd Park sign.

MOTION by **Williamson**, **SECONDED** by **Guinn** to plant flowers annually at the Shepherd Park sign.

VOTE: Yes: ALL
No: NONE

Motion carried.

FOURTH OF JULY PARADE

Members discuss participation in the Fourth of July Parade. There will be four members participating in the parade and two vehicles. Members will coordinate which members will drive their vehicles.

BAC AWARDS CEREMONY & BUS TOUR

Commissioners will discuss details of the award ceremony in the next meeting.

GENERAL DISCUSSION

Guest Barbara Butler had a question regarding the commission's nomination and award selection process. Chairperson Lonnie Tabb-Upshaw explained the commission's process and criteria when nominating and selecting a home for an award.

Meeting adjourned at 7:30 pm, *Next meeting September 19, 2023*

The Traffic Safety Board Meeting 08/13/2023

In attendance: Aaron Tobin (Chair), Kara Grisamer (City Engineer), Julie Edgar (City Council Member), Kemi (Tracey) Jackson (Secretary), Shar (Sharrista) Brown, Shawn Tetler and Christopher Venable.

Call to Order: 5:32 PM

Agenda was approved by unanimous consent.

Minutes from 5/17/2023 were approved.

New business:

- A. ADRESSED CITIZENS COMPLAINT: Stop Forgotten Harvest Food distribution in Oak Park due to the traffic congestion it causes on Coolidge.
 - a. Commission agreed that this matter is under advisement and we will seek ways to improve situation. Citizen will be advised that the location will not currently be changed; but that we are reviewing situation to determine solution.
- B. ADRESSED CITIZENS' COMPLAINT: There is a no turn on red sign at Lincoln and Greenfield on the Oak Park side REQUEST: To remove the sign or limited it to certain hours because it creates nuances to wait at a red light in the late evening when traffic is scarce.
 - a. Commission agreed to inquire about limiting the hours on the sign and limiting the time of the traffic light.
- C. ADRESSED CITIZEN'S REQUEST: Put a stop sign on Balfour and Gardner because children and adults walk this area to school and church and it would ease traffic.
 - a. Commission agreed to request the stop sign at this intersection.
- D. ADRESSED CITIZENS' CONCERN: Problems picking up children from school. There is no parking sign Northfield at near the school. REQUEST: Police presence at drop off and pick to write tickets to the violators blocking the street. Also, A stop sign at Northfield at Roanoke.
 - a. Commission agreed to request a TIA study.
- E. AVAILABILITY AND POSITIONING OF "SLOW DOWN" FIX RADAR SIGNS: A defect in the Solar Panel has delayed positioning of some panel.
 - a. It is in the works to get a something better. When we get something better more panels will go out.
- F. SIGNAGE AND CORNERS BLOCKED BY TREES AND BUSHES:
 - a. If on the inside of the sidewalk, it's the property owners responsibility.
 - b. Code will be requested to address this issue.
- G. OAK PARK RESIDENTS ARE ASKING FOR SPEED BUMPS/RUMBLE STRIPS:



CITY OF OAK PARK

BOARDS AND COMMISSIONS

Mayor

Marian McClellan

Mayor Pro Tem

Carolyn Burns

Council Members

Solomon Radner

Julie Edgar

Shaun Whitehead

City Manager

Erik Tungate

Minutes**REGULAR MEETING****CITY OF OAK PARK ARTS AND CULTURAL DIVERSITY COMMISSION****THURSDAY August 10, 7:00 P.M.****1. CALL TO ORDER**a. Time: 7:04p.m.**2. ROLL CALL****a. City Council:**Council Member Shaun Whitehead x**b. Commissioners:**Stephanie Crawford xSarah Davidson xDawn Henry xRosetta Kincaid Terri McQueen x

Sudha Chandra Sekhar

Avi Snider xMichele Stevenson xLonnie Tabb-Upshaw xCarla Wallace Donny Wilson x**c. City Liaisons:**Director Crystal VanVleck Virtually(sick)**d. Guests:****3. APPROVAL OF AGENDA**i. Date Sept 14, 2023 Motion Avi S. Seconded Terri M. Approved x**4. APPROVAL OF MINUTES**a. Date August 10, 2023 Motion Terri M. Seconded Michele S. Approved x**5. MATTERS FOR CONSIDERATION****a. Old Business:**

i. Artist Ken Hirshenson Sept/Oct 2023~. Barbara Jacobs (cruise ship artist) Dec.2023/Jan. 2024~. Paul ?? March/April 2024

- ii. Photo op for Christine Monholland installation. Need to firm up attendance of at least one city official for reception with future artist receptions w/city photographer.

b. New Business

- i. Oak Park Film Fest 2023.
Golden tix & prizes(5 gift cards), Trivia Company (\$300.00), new shirts, website, trophies, Amazon Basket \$200.00, food, \$200 gift card/Oakland University, outdoor screen \$950+
\$4,000.00 total needed for event.
Committee voted unanimously to fund \$3,500.00 to OPFF 2023.
- ii. Friday September 8, 2023,5p. Red Carpet. @
Dog & Pony Show Brewing
Saturday September 9, Trivia + outdoor screening Water Tower District
Sunday September 10, Awards @ Berkley Coffee
- iii. Committee decided on Heather Kelly Green shirts for this years OPFF t-shirts
- iv. Next years calendar should also contain Film Fest 2024, need literature in city wide water bill month before also
- v. Commissioners need to watch and review film submissions on Film Freeway for festival.
- vi Receipt submitted for decour for Film Fest by Dawn H, plus two additional receipts from day of OPFF needs to be reimbursed.

6. COMMISSIONER REPORTS

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5. ADJOURNMENT

- a. **Next Meeting:** October 12, 7:00p.m. 2023
- b. **Time of Adjournment:** 8:13p.m.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** September 18, 2023**SUBJECT:** Proposed payment request for MDOT Construction Projects.**DEPARTMENT:** Municipal Services – Engineering *KMG***SUMMARY:** Attached is a request for payment for invoices from MDOT for the projects as listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
Nine Mile Rd	\$281,932.54	\$904,146.19	\$1,186,078.73	\$1,920,376.28	202-18-479-970
Eight Mile Rd at Hubbell	\$2,642.72	\$1,095.33	\$3,738.05	\$40,000.00	202-18-479-970
Totals	\$284,575.26	\$905,241.52	\$1,189,816.78	\$1,960,376.28	

RECOMMENDED ACTION: It is recommended that the invoices from MDOT for the above listed projects be approved for the total amount of \$284,575.26. Funding is available in the above listed accounts.

APPROVALS:City Manager: _____ET_____ Department Director: _____*KM*_____Finance Director: _____SC_____ City Attorney: _____*N/A*_____Budgeted ☐**EXHIBITS:** Invoices

STATEMENT		PAGE 1	
Remit to:		Customer Name	CITY OF OAK PARK
State of Michigan		Customer Account Number	MDOT00264
Attn: Finance Cashier		AR Dept/BPRO	591:ACT51
P.O. Box 30648		Statement Closing Date	09-04-23
Lansing MI 48909		Due Date	10-04-23
		Amount Enclosed	

Bill to:
 CITY OF OAK PARK
 OAK PARK CITY TREASURER
 13600 OAK PARK BLVD.
 OAK PARK MI 48237

Payment Method: Check ☐ Money Order ☐

Please write Customer Account No. on front of Check or Money Order.
 DO NOT MAIL CASH

☐ Please check if address has changed. Write correct address on back of stub and attach with payment.

Please detach the above stub and return with your remittance payable to Dept. of Transportation

Transportation



ORIGINAL

Customer Account Number	MDOT00264	Statement Closing Date	09-04-23
Customer Name	CITY OF OAK PARK		
IF YOU HAVE ANY QUESTIONS, PLEASE CALL			

Current Period Charges

Description	Date	Transaction ID	Charges
-	08-31-23	CARE1591REIM23001654	\$281,932.54
-	08-31-23	CARE1591REIM23001654	\$2,642.72

Important Customer Information

MDOT
Michigan Department of Transportation
Statement Date: 09/06/2023

MDOT00264 - CITY OF OAK PARK

Program: 210075CON
Federal Project: 22A0637
Description: M-102 E Milling and Two Course Asphalt Resurfacing
Phase: 02 Construction Engineering

Funding Profile	Fed Pro Rata	Jrnl Description
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A00053

	Current Budget	Cash Expenditures	Collected	Balance Due
Local	0.00	0.00	0.00	2,642.72

Program: 212901CON
Federal Project: 23A0213
Description: W 9 Mile Rd Road Rehab
Phase: 01 Construction Contract

Funding Profile	Fed Pro Rata	Jrnl Description
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A00226 34.2 2023-5044 CITY OF OAK PARK

	Current Budget	Cash Expenditures	Collected	Balance Due
Federal	998,128.70	766,547.20		
Local	1,920,376.28	1,474,818.89	0.00	281,932.54

Phase: 03 Advertising

Funding Profile	Fed Pro Rata	Jrnl Description
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A00226 34.2 2023-5044 CITY OF OAK PARK

	Current Budget	Cash Expenditures	Collected	Balance Due
Federal	68.40	19.41		
Local	131.60	37.34	0.00	0.00

MDOT

Michigan Department of Transportation

Statement Date: 09/06/2023

Vendor Code	Vendor Legal Name	Vendor Alias/DBA Name
MDOT00264	CITY OF OAK PARK	

Instruction: Instruction: Remit this listing of Balance Due by Program with the payment. Payments will be applied to all programs with a balance due, unless otherwise noted.

Statement Date: 09/06/2023

- ☐ Pay in Full (default if neither box is checked)
☐ Manual allocation specified by Program In Paid Amount below

Remittance Information:

State of Michigan
Attention: Finance Cashier
P.O. Box 30648
Lansing, MI 48909

Program	Balance Due
210075CON -	2,642.72
212901CON -	281,932.54

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** October 2, 2023**SUBJECT:** Proposed payment request for Engineering Consulting Services.**DEPARTMENT:** DPW/Municipal Services – Engineering *KMG***SUMMARY:** Attached is a request for payment for invoices from OHM Advisors for the projects as listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
GIS DWAM Grant	\$10,757.25	\$194,799.00	\$205,556.25	\$240,000.00	592-18-538-970
Nine Mile Rd CE	\$42,593.87	\$282,937.86	\$325,531.73	\$457,000.00	202-18-479-970
Capital Ave Easement	\$1,251.00	\$0.00	\$1,251.00	\$1,500.00	592-18-538-801
Totals	\$54,602.12	\$477,736.86	\$532,338.98	\$698,500.00	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of \$54,602.12. Funding is available in the above listed accounts.

APPROVALS:City Manager: _____ET_____ Department Director: _____*KM*_____

Finance Director: _____SC_____ City Attorney: _____N/A_____

Budgeted ☐**EXHIBITS:** Invoices

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



CITY OF OAK PARK
Attn: Kara Grisamer, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 09/12/2023
Invoice #: 66937
Project: 0037228040

Project Name: Oak Park GIS DWAM

For Professional Services Rendered Through: September 02, 2023

Professional Services

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Task 1: City & OHM Meetings	\$2,500.00	\$2,466.00	\$34.00	\$0.00
Task 2: Field Data Colleciton	\$160,000.00	\$151,096.00	\$8,904.00	\$5,049.00
Task 3: GIS Topology / Attribution Updates	\$30,000.00	\$29,995.75	\$4.25	\$0.00
Task 4: Application Development	\$45,000.00	\$11,241.25	\$33,758.75	\$5,256.25
Task 5: Eos GPS Configuration and Training	\$2,500.00	\$0.00	\$2,500.00	\$452.00
Totals	\$240,000.00	\$194,799.00	\$45,201.00	\$10,757.25

Invoice Total **\$10,757.25**

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

CITY OF OAK PARK
Attn: Kara Grisamer, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 09/12/2023
Invoice #: 66937
Project: 0037228040

Project Name: Oak Park GIS DWAM

Task 2: Field Data Collection

Professional Services

	Hours	Rate	Amount
Technician I	45.25	96.00	\$4,344.00
Technician II	5.00	115.00	\$575.00
Technician III	1.00	130.00	\$130.00
Professional Services Subtotal	51.25		\$5,049.00
Task 2: Field Data Collection Total:	51.25		\$5,049.00

Task 4: Application Development

Professional Services

	Hours	Rate	Amount
Associate	.75	198.00	\$148.50
Technician I	19.00	96.00	\$1,824.00
Technician II	17.25	115.00	\$1,983.75
Technician III	10.00	130.00	\$1,300.00
Professional Services Subtotal	47.00		\$5,256.25
Task 4: Application Development Total:	47.00		\$5,256.25

Task 5: Eos GPS Configuration and Training

Professional Services

	Hours	Rate	Amount
Technician I	2.00	96.00	\$192.00
Technician III	2.00	130.00	\$260.00
Professional Services Subtotal	4.00		\$452.00
Task 5: Eos GPS Configuration and Training Total:	4.00		\$452.00

Total Backup: 102.25 \$10,757.25

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

CITY OF OAK PARK
Attn: Kara Grisamer, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 09/12/2023
Invoice #: 66938
Project: 0037230003

Project Name: CE - Nine Mile Road Rehab

For Professional Services Rendered Through: September 02, 2023

Professional Services

Description	Fee	Prior Billed	Total Available	Current Billing
OHM	\$402,006.00	\$277,852.50	\$124,153.50	\$36,582.50
Sub - G2	\$54,994.00	\$18,776.36	\$36,217.64	\$6,011.37
Billing Adjustment	\$0.00	(\$13,691.00)	\$13,691.00	\$0.00
Totals	\$457,000.00	\$282,937.86	\$174,062.14	\$42,593.87

Invoice Total **\$42,593.87**

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

CITY OF OAK PARK
Attn: Kara Grisamer, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 09/12/2023
Invoice #: 66938
Project: 0037230003

Project Name: CE - Nine Mile Road Rehab

OHM

Professional Services

	Hours	Rate	Amount
Associate	4.50	198.00	\$891.00
Graduate Engineer II	.50	140.00	\$70.00
Graduate Engineer III	1.00	145.00	\$145.00
Professional Engineer/Architect IV	34.00	195.00	\$6,630.00
Sr. Associate	2.50	210.00	\$525.00
Technician II	184.50	115.00	\$21,217.50
Technician IV	48.00	148.00	\$7,104.00
Professional Services Subtotal	275.00		\$36,582.50
OHM Total:	275.00		\$36,582.50

Sub - G2

Outside Consultants

	Qty	Cost Rate	Multiplier	Amount
G2 Consulting Group LLC 232024	1.00	5,464.88	1.10	\$6,011.37
Outside Consultants Subtotal	1.00			\$6,011.37
Sub - G2 Total:				\$6,011.37

Total Backup: 275.00 \$42,593.87

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

CITY OF OAK PARK
Attn: Kara Grisamer, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 09/12/2023
Invoice #: 66939
Project: 0037230030

Project Name: Capital Ave Sanitary Sewer Easement

For Professional Services Rendered Through: September 02, 2023

Professional Services

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Easement	\$800.00	\$0.00	\$800.00	\$707.00
Water Flow Analysis	\$700.00	\$0.00	\$700.00	\$544.00
Totals	\$1,500.00	\$0.00	\$1,500.00	\$1,251.00

Invoice Total

\$1,251.00

REMIT TO:
OHM Advisors
34000 Plymouth Road
Livonia, MI 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com



INVOICE

CITY OF OAK PARK
Attn: Kara Grisamer, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 09/12/2023
Invoice #: 66939
Project: 0037230030

Project Name: Capital Ave Sanitary Sewer Easement

Easement

Professional Services

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	1.00	187.00	\$187.00
Surveyor III	4.00	130.00	\$520.00
Professional Services Subtotal	5.00		\$707.00
Easement Total:	5.00		\$707.00

Water Flow Analysis

Professional Services

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	.50	198.00	\$99.00
Professional Engineer/Architect III	2.50	178.00	\$445.00
Professional Services Subtotal	3.00		\$544.00
Water Flow Analysis Total:	3.00		\$544.00

Total Backup:	8.00	\$1,251.00
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**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** October 2, 2023**AGENDA#**

SUBJECT: Payment Application No. 6 and Change Order No. 5 for the 2023 Water Main and Road Replacement Project, M-750.

DEPARTMENT: Municipal Services – Engineering KMG

SUMMARY: Attached is Payment Application No. 6 and Change Order No. 5 for the 2023 Water Main and Road Replacement Project, M-750 by Inner City Contracting LLC of Detroit, MI. This project will replace the water mains in the areas shown on the attached map and also replace the pavement on Cloverdale Ave and Northfield Ave. This project is 100% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$2,240,831.75
Change Order No. 1:	\$ 3,663.27
Change Order No. 2:	\$ 49,640.00
Change Order No. 3:	\$ 5,000.00
Change Order No. 4:	\$ (16,360.00)
Proposed Change Order No. 5:	<u>\$ (26,871.32)</u>
Total Contract Amount:	\$2,255,903.70
 Total Completed to Date:	 \$2,255,903.70
Less Retainage:	\$ 0.00
Net Earned:	\$2,255,903.70
Deductions:	\$ 0.00
Balance:	\$2,255,903.70
Payments to Date:	<u>\$2,188,972.46</u>
Amount Due Inner City Contracting:	\$ 66,931.24

RECOMMENDED ACTION: It is recommended that Payment Application No. 6 and Change Order No. 5 for the 2023 Water Main and Road Replacement Project, M-750 to Inner City Contracting of Detroit, Michigan be approved for the amounts of \$66,931.24 and (\$26,871.32), respectively. Funding is available in the Water and Sewer Fund (592-18-538-970), Major Streets Fund (202-18-479-970), and Local Streets Fund (203-18-479-970).

APPROVALS:City Manager: ET Department Director: KMDirector of Finance: SC Legal: N/ABudgeted: ☒

EXHIBITS: Payment Application No. 6, Change Order No. 5, maps

PAYMENT APPLICATION

PROJECT: 2023 Water Main and Paving Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Inner City Contracting LLC
 18715 Grand River Ave,
 Detroit, MI 48223

JOB NUMBER: M-750
APPLICATION NO.: 6
PERIOD ENDING: 9/12/23
PAGE: 1 of 2

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	\$112,000.00	0.00	\$0.00	1.00	\$112,000.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$14,000.00	0.00	\$0.00	1.00	\$14,000.00
3	Pavement Removal, Modified SP	8,700	SYD	\$7.30	691.21	\$5,045.83	8,920.50	\$65,119.65
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	32	EACH	\$100.00	0.00	\$0.00	36.00	\$3,600.00
5	Project Cleanup	1	LSUM	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	6,300	SYD	\$13.50	483.98	\$6,533.73	6,049.80	\$81,672.30
7	Earth Excavation	1,550	CYD	\$2.70	0.00	\$0.00	1,015.82	\$2,742.71
8	Subgrade Undercutting	725	CYD	\$70.00	0.00	\$0.00	14.96	\$1,047.20
9	Station Grading	15.75	STA	\$5,117.00	0.00	\$0.00	15.54	\$79,518.18
10	Gate well , 1040C Frame and Cover	12	EACH	\$887.00	0.00	\$0.00	12.00	\$10,644.00
11	Sanitary Manhole 1040A Frame and Cover	5	EACH	\$1,050.00	0.00	\$0.00	3.00	\$3,150.00
12	Catch Basin 5080M3 6 Hole Frame and Cover	18	EACH	\$845.00	0.00	\$0.00	18.00	\$15,210.00
13	Underdrain Subgrade, Open Graded 6", Modified SP	3,300	LFT	\$12.90	64.00	\$825.60	3,202.20	\$41,308.38
14	Conc. Pavt. 24" curb and gutter Section, Non-Reinf. 7", Modified SP	100	LFT	\$98.20	5.70	\$559.74	46.90	\$4,605.58
15	Conc. Pavt W/integral curb and gutter, Non-Reinf. 7", Modified SP	6,000	SYD	\$66.90	-428.44	-\$28,662.64	6,001.60	\$401,507.04
16	Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk	12,600	SFT	\$8.20	-41.56	-\$340.79	14,525.80	\$119,111.56
17	Sidewalk Conc. NonReinf. Modified SP 6" Conc. Sidewalk	11,700	SFT	\$10.25	802.53	\$8,225.93	12,078.40	\$123,803.60
18	Class A Sodding, Modified SP	3,800	SYD	\$16.10	4,228.81	\$68,083.84	4,908.82	\$79,032.00
19	Water Main D.I CL 54 8" Trench Det B Modified	3,150	LFT	\$70.00	0.00	\$0.00	3,243.56	\$227,049.20
20	Cloverdale Ave. Water Main Connection "A", Cloverdale Ave. @ Greenbriar Ave.	1	LSUM	\$20,450.00	0.00	\$0.00	1.00	\$20,450.00
21	Cloverdale Ave. Water Main Connection "B", Cloverdale Ave. @ Parklawn Ave.	1	LSUM	\$17,655.00	0.00	\$0.00	1.00	\$17,655.00
22	Leslie Ave. Water Main Connection "A", Leslie Ave. @ Beverly Ave.	1	LSUM	\$17,665.00	0.00	\$0.00	1.00	\$17,665.00
23	Leslie Ave. Water Main Connection "B", Leslie Ave. @ Joan Ave. (south Side)	1	LSUM	\$16,320.00	0.00	\$0.00	1.00	\$16,320.00
24	Leslie Ave. Water Main Connection "C", Leslie Ave. @ Joan Ave. (North Side)	1	LSUM	\$16,320.00	0.00	\$0.00	1.00	\$16,320.00
25	Leslie Ave. Water Main Connection "D", Leslie Ave. @ Stratford Ave.	1	LSUM	\$19,590.00	0.00	\$0.00	1.00	\$19,590.00
26	Leslie Ave. Water Main Connection "E", Leslie Ave. @ Marlow Ave.	1	LSUM	\$20,580.00	0.00	\$0.00	1.00	\$20,580.00
27	Install Fire Hydrant EJIW 5BR-250	7	EACH	\$10,915.00	0.00	\$0.00	7.00	\$76,405.00
28	Install 8" Gate Valve and Well	12	EACH	\$9,332.50	0.00	\$0.00	12.00	\$111,990.00
29	Remove & Replace Short Side Service Curb Box 3/4" to 2"	51	EACH	\$892.00	0.00	\$0.00	48.00	\$42,816.00
30	Service Transfers	83	EACH	\$900.00	0.00	\$0.00	74.00	\$66,600.00
31	3/4" to 2" Diameter Type K Copper	400	LFT	\$90.50	0.00	\$0.00	664.25	\$60,114.63
32	24" Drainage Structure, Inlet	7	EACH	\$4,500.00	0.00	\$0.00	7.00	\$31,500.00
33	48" Drainage Structure	11	EACH	\$5,990.00	0.00	\$0.00	11.00	\$65,890.00

34	Sewer Pipe, 12" Reinf. Concrete Pipe	600	LFT	\$101.50	0.00	\$0.00	552.20	\$56,048.30
35	Remove Existing Fire Hydrant	5	EACH	\$3,563.00	0.00	\$0.00	6.00	\$21,378.00
36	Remove Existing Gate Valve and Well	9	EACH	\$4,384.00	0.00	\$0.00	9.00	\$39,456.00
37	Drainage Structure Remove	18	EACH	\$3,262.00	0.00	\$0.00	18.00	\$58,716.00
38	Drainage Structure Adjust	9	EACH	\$420.00	3.00	\$1,260.00	3.00	\$1,260.00
39	Sewer Pipe, Remove, 12" and under	600	LFT	\$5.25	0.00	\$0.00	549.20	\$2,883.30
40	Crossing Existing Water Mains, Sewers, and sewer leads	20	EACH	\$100.00	0.00	\$0.00	3.00	\$300.00
41	Cast in Place Detectable, Tactile warning Surfaces	380	SFT	\$45.00	20.00	\$900.00	340.00	\$15,300.00
42	Abandon Existing Water Main, Cloverdale Ave.	1	LSUM	\$5,600.00	0.00	\$0.00	0.00	\$0.00
43	Abandon Existing Water Main, Leslie Ave.	1	LSUM	\$12,100.00	0.00	\$0.00	0.00	\$0.00
44	Maintenance Gravel, Modified SP	1,000	TON	\$24.00	0.00	\$0.00	623.20	\$14,956.80
45	Salvage Sign, Modified SP	22	EACH	\$95.50	0.00	\$0.00	0.00	\$0.00
46	Unidentified Irrigation System Repairs - Sprinkler Lines	500	LFT	\$6.50	0.00	\$0.00	780.00	\$5,070.00
47	Unidentified Irrigation System Repairs - Sprinkler Heads	100	EACH	\$125.00	0.00	\$0.00	59.00	\$7,375.00
48	State Barricade Northfield Detour Traffic Devices	0	LSUM	\$597.60	0.00	\$0.00	1.00	\$597.60
49	Survey Work for Catch Basin Inverts	0	LSUM	\$3,065.67	0.00	\$0.00	1.00	\$3,065.67
50	Re-route Water Main around Sewer on Sherman	0	LSUM	\$49,640.00	0.00	\$0.00	1.00	\$49,640.00
51	Pavement Gapping - Kenosha	0	LSUM	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
52	Sidewalk Curb	0	LFT	\$20.00	0.00	\$0.00	67.00	\$1,340.00

\$66,931.24

\$2,255,903.70

Original Contract Amount: \$2,240,831.75
Change Order #1: \$3,663.27
Change Order #2: \$49,640.00
Change Order #3: \$5,000.00
Change Order #4: **(\$16,360.00)**
Proposed Change Order #5: **(\$26,871.32)**
Current Contract Amount: \$2,255,903.70

Earnings This Period: \$66,931.24
Total Earnings to Date: \$2,255,903.70

Less Retainage: \$0.00
Net Earned: \$2,255,903.70
Deductions: \$0.00
Balance: \$2,255,903.70
Payments to Date: \$2,188,972.46

Amount Due: \$66,931.24

Accepted By:


Tony DiGirolamo (Sep 21, 2023 15:05 EDT)
Inner City Contracting LLC

Date: Sep 21, 2023


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

Date: Sep 21, 2023

CHANGE ORDER

PROJECT: 2023 Water Main & Paving Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Inner City Contracting LLC
 18715 Grand River
 Detroit, MI 48223

JOB NUMBER: M-750
CHANGE ORDER NO.: 4
PAGE: 1 of 1

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.
 This change order reflects work completed or anticipated. 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	8,700	SYD	\$7.30	220.50	8,920.50	\$1,609.65
4	Erosion Control, Inlet Protection, Fabric drop, Modified SP	32	EACH	\$100.00	4.00	36.00	\$400.00
15	Conc. Pavt. W/Integral curb & gutter, Non-Reinf 7", Modified sp	6,000	SYD	\$66.90	1.60	6,001.60	\$107.04
16	Sidewalk Conc. Non-Reinf. Modified SP, 4" Conc. Sidewalk	12,600	SFT	\$8.20	1,925.80	14,525.80	\$15,791.56
17	Sidewalk Conc. Non-Reinf. Modified SP, 6" Conc. Sidewalk	11,700	SFT	\$10.25	378.40	12,078.40	\$3,878.60
18	Class A Sodding, Modified SP	3,800	SYD	\$16.10	1,108.82	4,908.82	\$17,852.00
19	Water Main D.I CL 54 8" Trench Detail B Modified	3,150	LFT	\$70.00	93.56	3,243.56	\$6,549.20
31	3/4" to 2" Diameter Type K Copper	400	LFT	\$90.50	264.25	664.25	\$23,914.63
35	Remove Existing Fire Hydrant	5	EACH	\$3,563.00	1.00	6.00	\$3,563.00
46	Unidentified Irrigation System Repairs - Sprinkler Lines	500	LFT	\$6.50	280.00	780.00	\$1,820.00
						Total:	\$75,485.68

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
6	Aggregate Base under Concrete (6" 21AA Crush Limestone)	6,300	SYD	\$13.50	-250.2	6,049.80	-\$3,377.70
7	Earth Excavation	1,550	CYD	\$2.70	-534.18	1,015.82	-\$1,442.29
8	Subgrade Undercutting	725	CYD	\$70.00	-710.04	14.96	-\$49,702.80
9	Station Grading	15.75	STA	\$5,117.00	-0.21	15.54	-\$1,074.57
11	Sanitary Manhole, 1040A Frame and Cover	5	EACH	\$1,050.00	-2	3.00	-\$2,100.00
13	Underdrain Subgrade, Open Graded 6", Modified SP	3,300	LFT	\$12.90	-97.8	3,202.20	-\$1,261.62
14	Conc. Pavt. 24" Curb and Gutter Section, Non-Reinf 7", Modified SP	100	LFT	\$98.20	-53.1	46.90	-\$5,214.42
29	Remove & Replace Shirt side Service Curb Stop 3/4" to 2"	51	EACH	\$892.00	-3	48.00	-\$2,676.00
30	Service Transfers	83	EACH	\$900.00	-9	74.00	-\$8,100.00
34	Sewer Pipe, 12" Reinf Concrete Pipe	600	LFT	\$101.50	-47.8	552.20	-\$4,851.70

38	Drainage Structure Adjust	9	EACH	\$420.00	-6	3.00	-\$2,520.00
39	Sewer Pipe, Remove, 12" and under	600	LFT	\$5.25	-50.8	549.20	-\$266.70
40	Crossing Existing Water Mains, Sewers, Sewer Leads	20	EACH	\$100.00	-17	3.00	-\$1,700.00
41	Cast in place Detectable, Tactile Warning Surfaces	380	SFT	\$45.00	-40	340.00	-\$1,800.00
44	Maintenance Gravel, Modified SP	1,000	TON	\$24.00	-376.8	623.20	-\$9,043.20
45	Salvage Sign, Modified SP	22	EACH	\$95.50	-22	0.00	-\$2,101.00
47	Unidentified Irrigation System Repairs- Sprinkler Heads	100	EACH	\$125.00	-41	59.00	-\$5,125.00

Total: **(\$102,357.00)**

SUMMARY

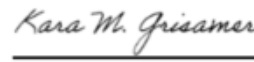
Total Increase \$75,485.68
Total Decrease **(\$102,357.00)**
Total Amount for Change Order No. 4: **(\$26,871.32)**


Tony DiGirolamo (Sep 21, 2023 15:05 EDT)
Inner City Contracting LLC

Sep 21, 2023

Date

Original Contract Amount: \$2,240,831.75
Change Order No.1: \$3,663.27
Change Order No.2: \$49,640.00
Change Order No. 3: \$5,000.00
Proposed Change Order #4: **(\$16,360.00)**
Proposed Change Order #4: **(\$26,871.32)**
New Contract Amount \$2,255,903.70


Kara Grisamer, City Engineer

Sep 21, 2023

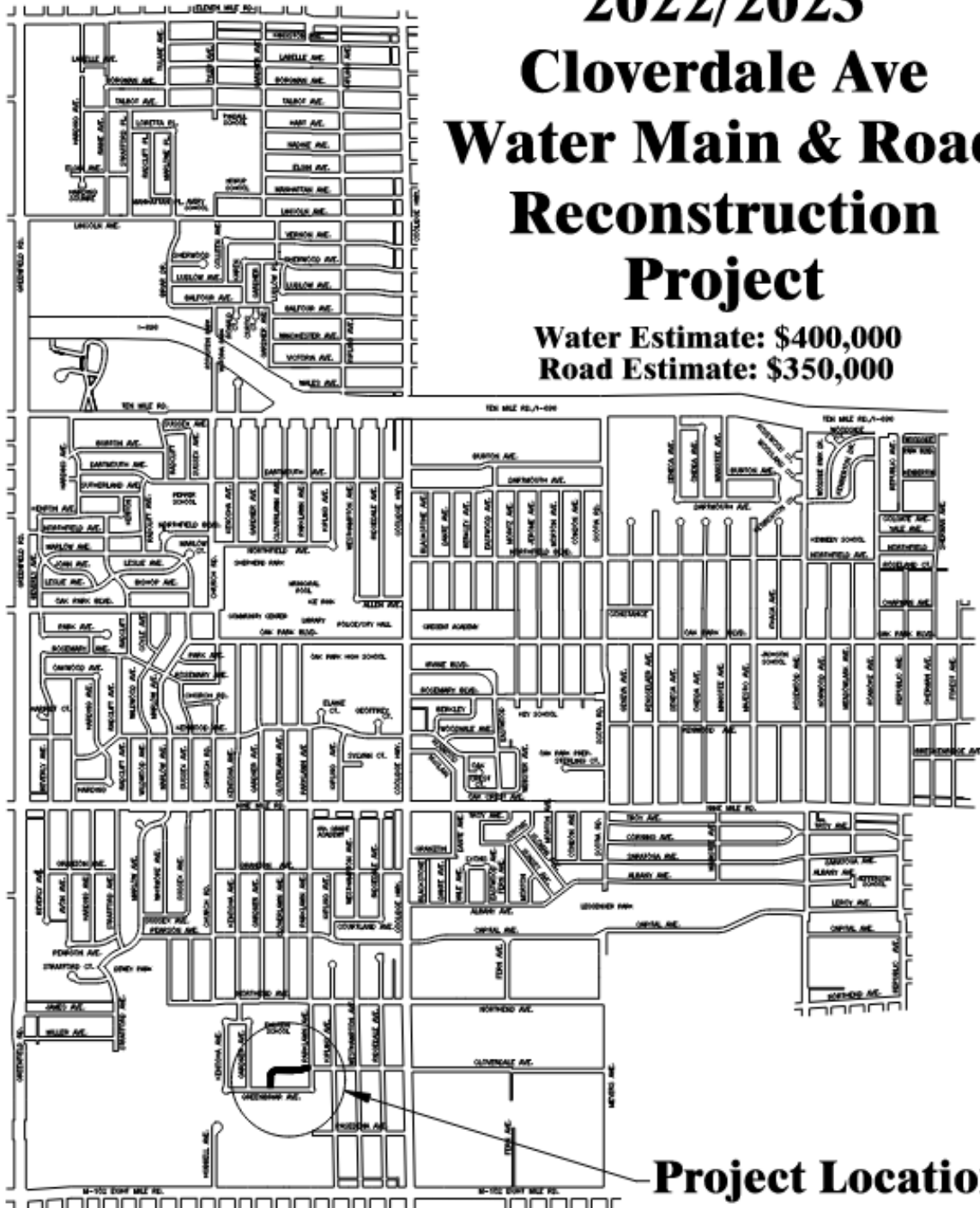
Date

City of Oak Park

2022/2023

Cloverdale Ave Water Main & Road Reconstruction Project

Water Estimate: \$400,000
Road Estimate: \$350,000



Water Estimate: \$750,000

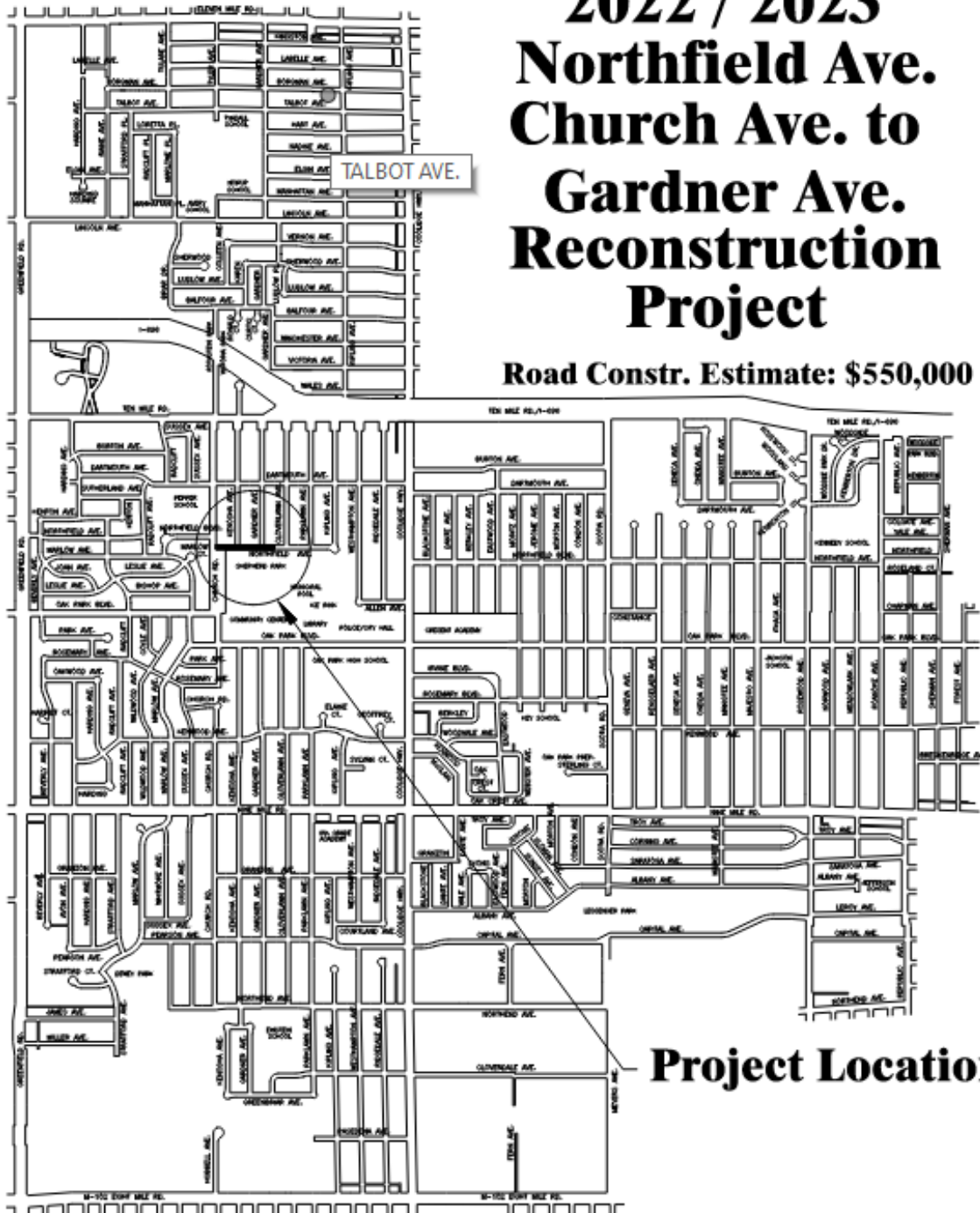


City of Oak Park

2022 / 2023

Northfield Ave. Church Ave. to Gardner Ave. Reconstruction Project

Road Constr. Estimate: \$550,000



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** October 2, 2023**SUBJECT:** Payment Application No. 1 for the 2023 Block Pruning Project, M-748.**DEPARTMENT:** Public Works - *DED***SUMMARY:** Attached is Payment Application No. 1 for the 2023 Block Pruning Project, M-748. This project includes the trimming, removal, and stumping of select trees around the City of Oak Park. This project is currently 33% complete.

Original Contract Amount:	\$90,000.00
Total Completed to Date:	\$30,985.00
Less Retainage:	\$ 0.00
Net Earned:	\$30,985.00
Deductions:	\$ 0.00
Balance:	\$30,985.00
Payments to Date:	\$ 0.00
Amount Due to Urban Tree:	\$30,985.00

RECOMMENDED ACTION: It is recommended that Payment Application No. 1 for the 2023 Block Pruning Project, M-748, to Urban Tree Trimming of Detroit MI, be approved in the amount of \$30,985.00. Funding is available in the Major Streets (202-18.479-801) and Local Streets (203-18.479-801) funds for this expenditure.**APPROVALS:**

City Manager: _____ ET

Department Director: _____ *DED*

Finance Director: _____ SC

Legal: _____ CK

EXHIBITS: Pay Application No. 1

PAYMENT APPLICATION

PROJECT: 2023 Block Pruning Project

JOB NUMBER: M-748

OWNER: City of Oak Park, MI

APPLICATION NO.: 1

CONTRACTOR: Urban Tree Trimming
5671 Trumbull
Detroit, MI 48208

PERIOD ENDING: September 8, 2023

ITEM NO.	ITEM DESCRIPTION	UNIT	BID PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Traditional Block Pruning (Raising)	Per Tree	\$70.00	0.00	\$0.00	0.00	\$0.00
2	Crown Cleaning	Per Tree	\$125.00	1.00	\$125.00	1.00	\$125.00
3	Tree Removals, 8" to 19" DBH	Per Tree	\$375.00	50.00	\$18,750.00	50.00	\$18,750.00
4	Tree Removals, 20" to 27" DBH	Per Tree	\$675.00	3.00	\$2,025.00	3.00	\$2,025.00
5	Tree Removals, 28" to 35" DBH	Per Tree	\$1,250.00	2.00	\$2,500.00	2.00	\$2,500.00
6	Tree Removals, 36" to 43" DBH	Per Tree	\$2,275.00	1.00	\$2,275.00	1.00	\$2,275.00
7	Tree Removals, 44" and over DBH	Per Tree	\$3,255.00	0.00	\$0.00	0.00	\$0.00
8	Stump Removal, 8" to 19" DBH	Per Tree	\$100.00	50.00	\$5,000.00	50.00	\$5,000.00
9	Stump Removal, 20" to 27" DBH	Per Tree	\$175.00	0.00	\$0.00	0.00	\$0.00
10	Stump Removals, 28" to 35" DBH	Per Tree	\$220.00	0.00	\$0.00	0.00	\$0.00
11	Stump Removal, 36" to 43" DBH	Per Tree	\$310.00	1.00	\$310.00	1.00	\$310.00
12	Stump Removals, 44" and over DBH	Per Tree	\$425.00	0.00	\$0.00	0.00	\$0.00
					Period Amount: \$30,985.00	Total Amount: \$30,985.00	

Original Contract Amount: **\$90,000.00**

Earnings This Period: **\$30,985.00**

Total Earnings to Date: **\$30,985.00**

Deductions: **\$0.00**

Payments to Date: **\$0.00**

Amount Due to Urban Tree Trimming: \$30,985.00

MERCHANT'S LICENSES - OCTOBER 2, 2023

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
STAPLES PROPERTY MANAGEMENT LLC	25900 GREENFIELD RD # 226	\$150.00	OFFICE
FRONT PAIJE DESIGNS	10760 W NINE MILE RD	\$150.00	RETAIL CLOTHING

RENEWALS FOR 2023	ADDRESS	FEES	BUSINESS TYPE
LIVE TMG LLC	21320 COOLIDGE HWY	\$225.00	MUSIC COWORKING SPACE
MEAL PREP II	24711 COOLIDGE HWY	\$150.00	BAKERY/MEAL PREP
STAR BAKERY	26031 COOLIDGE HWY	\$150.00	BAKERY
NEXT LEVEL BARBERSHOP	13641 W NINE MILE RD	\$187.50	BARBERSHOP
DOMINO'S PIZZA	13735 W NINE MILE RD	\$225.00	RESTAURANT



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 2, 2023

SUBJECT: Public Hearing and Resolution to Create and Industrial Development District

DEPARTMENT: Municipal Services

SUMMARY: The Municipal Services Department recommends to city council to open the public hearing to discuss the establishment of an Industrial Development District for Bollinger Motors, Inc. 14925 W. Eleven Mile Rd.. These abatements encourage Michigan manufacturers to build new plants, expand existing plants, renovate aging plants, or add new machinery and equipment. High technology operations are also eligible for the abatement.. Once the district is established, the company may apply for an abatement on real and personal property taxes for up to 12 years. The exemption covers only the specific project that is the subject of the application. Any buildings and equipment that existed prior to construction of a new facility are not exempt. If the project is rehabilitation, the value of any pre-existing obsolete property is exempt from ad valorem property taxes, but will be used as the base for IFT. Similarly, any structures or equipment added after completion of the project are fully taxable.

The tax implications are as follows:

Personal property: The IFT on a new plant and non-industrial personal property, such as some high-tech personal property, is computed at half the local property tax mileage rate. This amounts to a reduction in property taxes of approximately 50 percent.

Rehabilitation of Real or Personal Property: IFT Treatment For an obsolete plant or machinery that is being replaced or restored, the IFT is frozen at the assessed value of the plant prior to improvement. This results in a 100 percent exemption from property tax on the value of the improvements.

The Municipal Services Department recommends creating an Industrial Development District at 14925 W. Eleven Mile Rd.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: City Council pass a resolution to establish an Industrial Development District for 14925 W. Eleven Mile Rd., Bollinger Motors, Inc.

APPROVALS:

City Manager: _____ ET _____

Department Director: _____ KM _____

Finance Director: _____ SC _____

Budgeted ☐

EXHIBITS: resolution

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

RESOLUTION NO. CM-XX-XXX-XX

**RESOLUTION TO ESTABLISH INDUSTRIAL DEVELOPMENT DISTRICT FOR
BOLLINGER MOTORS, INC.**

October 2, 2023

WHEREAS, Pursuant to Act No. 198 of the Public Acts of 1974, as amended, the City Council of the City of Oak Park has the authority to establish Industrial Development Districts within the City of Oak Park; and

WHEREAS, Bollinger Motors, Inc., has petitioned the City Council of the City of Oak Park to establish an Industrial Development District on its property located at 14925 W. Eleven Mile Rd., Oak Park, Michigan hereinafter described; and

WHEREAS, before acting on said application, the City of Oak Park held a hearing on October 2, 2023, at which the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, Construction acquisitions, alterations, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, Written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Daily Tribune on September 13, 2023; and

WHEREAS, On October 2, 2023 a public hearing was held at which all the owners of real property within the proposed Industrial Development District and all residents and taxpayers of the City of Oak Park were afforded an opportunity to be heard thereon; and

WHEREAS, The City Council deems it to be in the public interest of the City of Oak Park to establish the Industrial Development District as proposed.

BE IT HEREBY RESOLVED, By the City Council of the City of Oak Park that:

The following described parcel of land situated in the City of Oak Park, Oakland County, and State of Michigan, to wit:

T1N, R11E, SEC 19 PART OF NW 1/4 BEG AT PT DIST N 87-45-00 E 1320 FT FROM NW SEC COR, TH N 87-45-00 E 330 FT, TH S 754.50 FT, TH N 88-43-31 W 328.05 FT, TH N 88-55-35 W 140 FT, TH N ALG E LINE OF RAINE AVE TO N SEC LINE, TH N 87-45-00 E 140 FT TO BEG EXC N 33 FT TAKEN FOR RD 7.78 A

Be and hereby is established as an Industrial Development District pursuant to the provision of Act No. 198 of the Public Acts of 1974 to be known as the Bollinger Motors, Inc. Industrial Development District Number 23-01.

CITY OF OAK PARK

Policy on Industrial Facilities Exemption Certificates

Act No. 198, P.A. 1974 is designed to provide a stimulus in the form of significant tax incentives to manufacturers to renovate and expand aging facilities, build new facilities and promote establishment of high tech facilities.

The City of Oak Park supports the use of Industrial Facilities Exemption Certificates as a tool to encourage economic development within the City. The goals of the City's economic development incentive program are to provide an atmosphere that will encourage investment in the community, retention of existing jobs, and the creation of new jobs.

Under the provisions of the Act, the City of Oak Park will consider establishing Industrial Development Districts and approval of Industrial Facilities Exemption Certificates for eligible projects. An Industrial Facilities Exemption Certificate entitles the facility to exemption from ad valorem real and/or personal property taxes for a period of 1 to 12 years. A certificate holder will pay a specific tax known as the Industrial Facility Tax.

THE PROCESS

Obtaining an Industrial Facilities Exemption Certificate (IFEC) is a two-step process. The first step is the application for an Industrial Development District (IDD). A request for the establishment of an IDD encompassing the property must be filed with the City Clerk prior to the start of any improvements to or construction of the facility, or installation of machinery. The second step (if the IDD is established by City Council) is the application for the IFEC. The IFEC application must be filed with the City Clerk within (less than) six months from the day of any construction or improvements were started. Both steps require a Public Notice to be published, and a Public Hearing to be held, prior to action by the City Council.

Applications for both the IDD and IFEC are made on the prescribed forms included in this packet. Completed applications, with all appropriate documentation attached should be filed at the Office of the City Clerk. Questions regarding the applications should be directed to the City Assessor.

The fee for processing the IFEC is \$650.00 -or- 2% of the total amount of taxes abated over the life of the certificate, whichever is less.

Applications for Industrial Facilities Exemption Certificates are filed, reviewed and approved locally, but are also subject to review at the state level by the Property Services Division and the Michigan Economic Development Corporation. The State Tax Commission (STC) is ultimately responsible for final approval and issuance of Industrial Facilities Exemption Certificates. Completed applications (with all required attachments) received by the STC on or before October 31 will be acted on by the Commission before December 31 of that year.

ELIGIBILITY

In reviewing applications for eligibility, the City will take into consideration the following:

1. Is the applicant in compliance with all the requirements set forth in PA 198 of 1974, as amended, for granting Industrial Facility Exemption Certificates.
2. Can the project be expected to expand the City tax base?
3. Will the project retain and/or create employment?
4. Will the project comply with the Code Ordinances and compliment the Master Plan?
5. For personal property, does the value of the requested tax exemption exceed \$100,000?
6. For real property, does the value of the requested tax exemption exceed \$250,000?

The criteria described above are not intended to be all-inclusive. The City Council reserves the discretion to consider such additional goals and criteria which are implied or set forth under the administrative policies of Act 198.

DURATION OF INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE

After review, the City shall determine the eligibility of the application. If the applicant is eligible, the City Assessor shall recommend to Council the duration of the Industrial Facilities Exemption Certificate based on the following:

Personal Property:

1. The amount of investment and a thorough analysis of the life expectancy and/or the State Tax Commission's Standard Depreciation Schedule of the personal property.
2. An additional one (1) year may be granted for every five (5) years that the firm has been located within the City of Oak Park.
3. An additional one (1) year may be granted for every twenty-five (25) employees hired as a result of the project.

Certificates shall not be issued for a term longer than an existing lease on the real property. Certificates shall not be issued for a term longer than twelve (12) years.

Real Property:

1. New real property investments may receive a (6) year certificate.
2. An additional one (1) year may be granted for every five (5) years that the firm has been located within the City of Oak Park.
3. An additional one (1) year may be granted for every twenty-five (25) employees hired as a result of the project.
4. An additional one (1) year may be granted for every \$250,000 of investment over the initial minimum investment of \$250,000.

Certificates shall not be issued for a term longer than an existing lease on the real property. Certificates shall not be issued for a term longer than twelve (12) years.

CONDITIONS FOR ALL INDUSTRIAL FACILITIES EXEMPTION CERTIFICATES

The applicant and the City shall enter into an agreement similar to the following agreement before the certificate is issued:

1. The applicant agrees to maintain the facility for the entire period of the tax abatement within the City of Oak Park and not to move the facility or any business thereof into any other governmental area without the consent of the City.
2. The applicant further agrees that during the term of the certificate, the applicant shall be in full compliance with all applicable City codes, and all city taxes shall be timely paid.
3. If the applicant does not fulfill the terms of this agreement, the City may move to terminate the IFT exemption certificate and the applicant ***shall repay to the city and all taxing authorities the amount of taxes that were abated by reason of the certificate.***

(revised 9/07)

Plant Rehabilitation and Industrial Development Districts

Prior to applying for the Industrial Facilities Exemption Certificate, a district must be established where the property is located. There are two types of districts that may be created.

A **Plant Rehabilitation District** or **Industrial Development District** may be established by a formal resolution of the City Council. The resolution can be initiated by a local governmental unit or a written request filed by the owner(s) of 75% of the SEV of the property included within a proposed district. A district may consist of one or more parcels or tracts of land - in their entirety or just a portion.

Plant Rehabilitation Districts may be established only in areas where **50% or more of** the State Equalized Value (**SEV**) of industrial property located within the district **is determined to be obsolete industrial property**. New facility and replacement facility projects are permitted within plant rehabilitation districts.

The tax for a replacement facility is determined by multiplying the total mills levied as ad valorem taxes by the Taxable Value of the real and/or personal property component of the obsolete industrial property for the tax year immediately preceding the effective date of the certificate. The Taxable Value of a property on the roll with a "Rehabilitation" certificate is determined as the amount of taxable value of the real and/or personal property for the tax year immediately preceding the effective date of the IFT exemption certificate. That amount is "frozen" until the exemption certificate expires. **The tax for a new facility** is determined by multiplying the taxable value of the facility by $\frac{1}{2}$ of the total mills levied as ad valorem taxes for that year by all of the taxing units where the property is located PLUS the entire State Education Tax millage.

Only new facility projects are permitted within Industrial Development Districts. A facility located in an existing Industrial Development District may be converted into a plant rehabilitation district if the City Tax Assessor determines that 50% of the SEV of industrial property of the property is obsolete. The conversion of Industrial Development Districts must be approved by the City Council.

CITY OF OAK PARK
Application For Establishment of a Plant Rehabilitation
or Industrial Development District

1. Applicant (Company Name)

Applicant Address

Address of Proposed Project

2. Legal Description of Proposed District:

„

3. Do you own the Property?

Yes

No

Please Supply copies of applicable documents: Deed, Land Contract,
Lease, Purchase Agreement, Option, other.

4. Type of District Requested:

Industrial Development

Plant Rehabilitation

5. Description of Proposed Project including product proposed to be manufactured
size and general description of Project: (Attach separate sheet if necessary)

CHECKLIST

Application For Establishment of a Plant Rehabilitation or Industrial Development District

ACTIVITY	AGENCY
File request to establish district	Owner(s) of 75% of SEV in the District or Local Government Unit
Establish District Boundaries	Local Government Unit
Notice* of Public Hearing - written to all owners of real property within the proposed district, published or posted for residents and taxpayers, consistent with established local practice.	Local Government Unit
Hold Public Hearing	Local Government Unit, Residents, Taxpayers, Owners
Resolution* Approving District	Local Government Unit
Determination of Obsolescence in Plant Rehabilitation District Resolution	Local Government Unit

A rehabilitation district, development district and speculative building can be established under a single resolution

Application for Industrial Facilities Exemption Certification

ACTIVITY	AGENCY
Application filed with clerk (1 original and 3 copies)	Firm/Business (applicant)
Notification* of public hearing to applicant, assessor & each affected ad valorem taxing unit taxing unit.	City Clerk
Public Hearing	Local Government Unit
Resolution* approving application	Local Government Unit
Copies of application with attachments forwarded to State Tax Commission	City Clerk
Conformity with Section 9 of P A 198	State Tax Commission, Commerce Dept
Issuance/Denial of Certification	State Tax Commission

*Copy filed with application



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 2, 2023

SUBJECT: Public Hearing and Resolution to Approve an Industrial Facilities Tax Exemption Certificate

DEPARTMENT: Municipal Services

SUMMARY: The Municipal Services Department recommends to city council to open the public hearing to discuss the application for an Industrial Facility Tax Exemption for Bollinger Motors, Inc. 14925 W. Eleven Mile Rd..

Bollinger Motors, Inc. is a high tech engineering facility to develop EV commercial vehicles. It is the only high paying technology company in the City of Oak Park. Bollinger Motors, Inc. recently partnered with Rousch to manufacture their vehicles at their facility in Livonia and the Oak Park location remains their headquarters. The MEDC also supported the company in July 2023 with a \$3 million Michigan Business Development Program incentive and the project is expected to generate 237 high paying jobs over both facilities over the next five years.

In order to make room for the additional employment they plan to make improvements to their current facility in Oak Park as well as plans to expand it over the next year. They also plan to purchase additional personal property.

The tax implications are as follows:

Personal property: The IFT on a new plant and non-industrial personal property, such as some high-tech personal property, is computed at half the local property tax mileage rate. This amounts to a reduction in property taxes of approximately 50 percent.

Rehabilitation of Real or Personal Property: IFT Treatment For an obsolete plant or machinery that is being replaced or restored, the IFT is frozen at the assessed value of the plant prior to improvement. This results in a 100 percent exemption from property tax on the value of the improvements.

The Municipal Services Department recommends approving the application for an Industrial Facility Tax Exemption for Bollinger Motors, Inc. 14925 W. Eleven Mile Rd.. for a period of 6 years based upon our City guidelines.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: City Council pass a resolution to approve the application for an Industrial Facility Tax Exemption for Bollinger Motors, Inc. 14925 W. Eleven Mile Rd..

APPROVALS:

City Manager: _____ET_____

Department Director: _____KM_____

Finance Director: _____SC_____

Budgeted ☐

EXHIBITS: resolution, presentation, application

STATE OF MICHIGAN
COUNTY OF OAKLAND
CITY OF OAK PARK

RESOLUTION NO. CM-XX-XXX-XX

RESOLUTION APPROVING APPLICATION OF BOLLINGER MOTORS, INC. FOR
INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE FOR A NEW FACILITY

October 2, 2023

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held October 2, 2023, this City Council by resolution established Industrial Development No. 23-01, and

WHEREAS, Bollinger Motors, Inc. has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed within the Industrial Development District No. 23-01; and

WHEREAS, before acting on said application, the City of Oak Park held a hearing on October 2, 2023, at which the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, installation of new machinery and equipment had not begun earlier than the date of the acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, construction of building improvements had not begun earlier than the date of acceptance of the application for the Industrial Facilities Exemption Certificate;" and

WHEREAS, completion of the facility is calculated to and will at the time of issuance have the reasonable likelihood to retain, create, or prevent the loss of employment in the City of Oak Park; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem within the City of Oak Park, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted,

BE IT HEREBY RESOLVED, By the City Council of the City of Oak Park that:

1. The City Council finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act. No. 198 of 1974, shall not have

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7491.

To be completed by Clerk of Local Government Unit	
Signature of Clerk	Date Received by Local Unit
STC Use Only	
Date Received by Application Number	Date Received by STC

APPLICANT INFORMATION

All boxes must be completed.

1a. Company Name (Applicant must be the occupant/operator of the facility) Bollinger Motors, Inc.		1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 371101	
1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 14925 W. 11 Mile Road, Oak Park, MI 48237		1d. City/Township/Village (indicate which) City	1e. County Oakland
2. Type of Approval Requested ☐ New (Sec. 2(5)) ☐ Speculative Building (Sec. 3(8)) ☐ Research and Development (Sec. 2(10))		3a. School District where facility is located Berkley School District	3b. School Code 63050
☐ Transfer ☐ Rehabilitation (Sec. 3(6)) ☐ Increase/Amendment		4. Amount of years requested for exemption (1-12 Years) 12	

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

The facility is currently occupied as the principal place of business for Bollinger Motors, Inc., a startup electric vehicle manufacturer. The facility is used as the corporate headquarters, for engineering and research, and for prototype development. The construction is intended to modernize the office and increase its seating capacity as the company grows and hires new employees.

6a. Cost of land and building improvements (excluding cost of land)	450,000
* Attach list of improvements and associated costs.	
* Also attach a copy of building permit if project has already begun.	
6b. Cost of machinery, equipment, furniture and fixtures	50,000
* Attach itemized listing with month, day and year of beginning of installation, plus total	
6c. Total Project Costs	500,000
* Round Costs to Nearest Dollar	
Total of Real & Personal Costs	

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	10/03/2023	12/31/2023	☐ Owned ☒ Leased
Personal Property Improvements	12/01/2023	01/31/2023	☒ Owned ☐ Leased

8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. ☐ Yes ☒ No

9. No. of existing jobs at this facility that will be retained as a result of this project. 70	10. No. of new jobs at this facility expected to create within 2 years of completion. 88
---	---

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)	N/A
b. TV of Personal Property (excluding inventory)	
c. Total TV	

12a. Check the type of District the facility is located in: ☒ Industrial Development District ☐ Plant Rehabilitation District	
12b. Date district was established by local government unit (contact local unit)	12c. Is this application for a speculative building (Sec. 3(8))? ☐ Yes ☒ No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Jason Puscas	13b. Telephone Number (248) 709-4866	13c. Fax Number	13d. E-mail Address jpuscas@bollingermotors.c
14a. Name of Contact Person Jason Puscas	14b. Telephone Number (248) 709-4866	14c. Fax Number	14d. E-mail Address jpuscas@bollingermotors.c
▶ 15a. Name of Company Officer (No Authorized Agents) Jason Puscas, General Counsel			
15b. Signature of Company Officer (No Authorized Agents) <i>Jason Puscas</i>		15c. Fax Number	15d. Date 09/15/2023
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 14925 W 11 Mile Road, Oak Park, MI 48237		15f. Telephone Number (248) 709-4866	15g. E-mail Address jpuscas@bollingermotors.c

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit ☐ Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion ☐ Yes ☐ No ☐ Denied (Include Resolution Denying)		16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable ☐ 1. Original Application plus attachments, and one complete copy ☐ 2. Resolution establishing district ☐ 3. Resolution approving/denying application. ☐ 4. Letter of Agreement (Signed by local unit and applicant) ☐ 5. Affidavit of Fees (Signed by local unit and applicant) ☐ 6. Building Permit for real improvements if project has already begun ☐ 7. Equipment List with dates of beginning of installation ☐ 8. Form 3222 (if applicable) ☐ 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable ☐ 1. Notice to the public prior to hearing establishing a district. ☐ 2. Notice to taxing authorities of opportunity for a hearing. ☐ 3. List of taxing authorities notified for district and application action. ☐ 4. Lease Agreement showing applicants tax liability.		
16c. School Code		
17. Name of Local Government Body		▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY

▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal
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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement" or "Lease") is made effective as of January 1, 2023, between Bollinger Motors, Inc., a Delaware corporation whose address is 14925 Eleven Mile Rd. Oak Park, MI 48237 ("Tenant") and Raine Ventures, LLC, a Michigan limited liability company whose address is 26640 Harding, Oak Park, MI 48237 ("Landlord").

RECITALS:

This Agreement is being made under the following circumstances:

Landlord owns the land and buildings located at 14925 Eleven Mile Rd. Oak Park, MI 48237. The industrial building subject to this Agreement consists of approximately 36,300 square feet of commercial space ("Building"). Landlord has agreed to rent to Tenant and Tenant has agreed to rent from Landlord the entire Building and appurtenant land ("Premises") as displayed in Exhibit A of this Agreement. The measurement of rentable square feet in the Building is the basis upon which to calculate Tenant's obligation to pay Rent and Additional Rent for certain expenses related to the Building, as defined and detailed more particularly herein.

NOW, THEREFORE, the parties agree as follows:

1. **Lease of Premises.** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant hereunder, hereby leases to Tenant the Premises upon the terms and conditions contained in this Agreement. Tenant agrees to be also fully responsible to obtain and/or maintain the necessary permits to operate its business. Except for the Landlord Improvements (as defined below) provided herein, Landlord shall not be obligated to perform any work, alteration, maintenance, or repair in or to the Premises. Subject to the Landlord Improvements, Tenant hereby agrees that the Premises shall be taken in its existing "AS-IS", "WHERE-IS" physical condition and "WITH ALL FAULTS," without any representations or warranties of Landlord; provided, however, Landlord shall deliver the Premises in broom-swept condition, clean and free of debris, and with all building systems (electrical, water, plumbing, HVAC, heating & lighting) in good working condition. Tenant hereby agrees and warrants that it has investigated and inspected the condition of the Premises, the Building, and any common areas appertaining thereto, and the suitability of same for Tenant's purposes, and Tenant waives and disclaims any objection to, cause of action based upon, or claim that its obligations hereunder should be reduced or limited because of the condition of the Building pertaining thereto or the suitability of same for Tenant's purposes, with the exception of those items described as Landlord Improvements in Section 9(f).

2. **Term.** The term of this Agreement shall commence effective January 1, 2023 (the "Commencement Date"). Tenant's Base Rent and net expense obligations shall commence on the Commencement Date. The term of this Lease shall commence on the Commencement Date and end sixty (60) months from such Commencement Date (the "Term"). Upon execution of the Lease, the Tenant shall pay the Landlord the Security Deposit (as described in Section 33 of this Agreement). Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date. Tenant acknowledges that neither Landlord nor its agents or employees have made any representations or warranties as to the suitability or fitness of the Premises for the conduct of Tenant's business or for any other purpose, nor has Landlord or its agents or employees agreed to undertake any alterations or construct any Tenant improvements to the Premises except as expressly provided in this Lease.

3. **Option to Renew.** At the end of the Term, so long as Tenant is not in default of any provisions of this Lease, Tenant shall have the option to renew the Term of this Lease for two (2) additional periods of three (3) years (these option terms shall be referred to individually as an "Extension Term"), which shall commence on the first day of the calendar month succeeding the Initial Term) on the following conditions:

(A) All Base Rent and net expense obligations due up to the date on which the option

is exercised have been fully paid;

(B) Tenant shall not then be in material default of any of the terms or conditions of the Lease, for which it has received written notice of material default by Landlord nor have been in material default more than three (3) times during the initial Lease term for which it had received written notice of material default by Landlord and which was either non-curable or not cured within ten (10) days. The parties covenant and agree that the Tenant's failure to timely pay rent three times during any twenty-four (24) month period shall constitute a material default in the terms of this Lease.

(C) Tenant shall have served upon Landlord written notice of its exercise of the option (an "Extension Notice") within one hundred and eighty (180) days of the expiration of the Term.

(D) Base Rent during any Extension Term, if applicable, shall be automatically increased by an amount equivalent to rent for comparable premises in the then current market ("Market Rent") at the commencement of the applicable Extension Term, and for each succeeding Lease Year during such Extension Term payable in equal monthly installments. For purposes of this Lease, the Market Rent for any Extension Term shall be defined as the then prevailing market rate per square foot of rentable area as reasonably determined in good faith by Landlord and taking into account the following factors: (1) the most recent leases entered into for space in the Building, giving due consideration to the area and location of the demised premises and the terms of the leases; (2) the most recent leases entered into in comparable buildings in the market, giving due consideration to the area and location of the demised premises and the terms of the leases; (3) market conditions for office space in the metropolitan Detroit office market. In so determining Market Rent and comparing rental rates in other buildings, Landlord shall for comparison purposes also take into account the following factors ("Adjustment Factors"): leasing commissions, tenant improvement allowances, rent abatements, rent adjustments (such as CPI and escalation charges based on expenses and taxes), and other charges or credits affecting the rent received by Landlord. In quoting a Market Rent to Tenant, Landlord shall deliver to Tenant, in writing, a general description of the basis on which Landlord has determined the Market Rent.

Except as set forth above, Tenant's possession of the Premises during the renewal term shall be under and subject to all the terms, covenants and conditions set forth in the Lease. A new Lease agreement for the renewal term shall be unnecessary, this Lease (with the Base Rent as modified herein) constituting a present demise for the renewal term if the option is exercised. This option is personal to Tenant and shall not be transferred or assigned to any other party without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion, provided that any transfer or assignment to an affiliate, subsidiary, or successor of Tenant shall not require Landlord's consent.

4. **Base Rent.** Tenant shall pay to Landlord as the "Base Rent" for the Premises, during the Initial Term, monthly installments in advance, upon the first (1st) day of each and every month (each a "Rent Day"), without any notice, demand, deduction, or set-off whatsoever, the following amounts:

Dates	# of Months	Per SQ FT Rate	Monthly Base Rent	Annual Base Rent
1/1/2023 – 12/31/2023	12	\$9.00	\$27,225.00	\$326,700.00
1/1/2024 – 12/31/2024	12	\$9.25	\$27,981.25	\$335,775.00
1/1/2025 – 12/31/2025	12	\$9.50	\$28,737.50	\$344,850.00
1/1/2026 – 12/31/2026	12	\$9.75	\$29,493.75	\$353,925.00
1/1/2027 – 12/31/2027	12	\$10.00	\$30,250.00	\$363,300.00

Tenant's first Base Rent payment shall be due on the Commencement Date.

Base Rent and Additional Rent (as defined below) during the term shall be paid in lawful

money of the United States at the offices of Landlord at the above address, or at such other place as Landlord may designate from time to time in writing. Tenant shall make all rental payments via ACH, USPS, FedEx, or UPS. Tenant acknowledges that the Landlord will not accept hand delivered checks.

If Tenant fails to pay a monthly installment of Base Rent or fails to pay Additional Rent (as defined herein) within five (5) days after the date due, such shall be subject to a delinquency charge equal to five percent (5%) of the amount unpaid per month outstanding to cover Landlord's administrative costs resulting from Tenant's failure. Such delinquency charge shall be paid with the monthly installment of Base Rent or upon demand.

If Tenant makes any payment to Landlord by a check which is returned to Landlord's bank due to insufficient or uncollected funds in Tenant's account, Tenant shall pay to Landlord the sum of one hundred dollars (\$100.00) per check as a service charge in addition to the late payment charges above if applicable. This service charge shall be due and payable as Additional Rent by Tenant to Landlord by the next Rent Date. In addition, Tenant shall provide Landlord with a replacement check in the form of a certified check, cashier's check, or money order.

5. Additional Rent.

(a) Additional Rent. In addition to Base Rent, Tenant will pay additional rent ("Additional Rent"), including any applicable utilities, Insurance Expenses (as defined below), Real Estate Taxes (as defined below), general maintenance and repair, and other expenses as described in this Agreement, prorated as of the Commencement Date, so that, with the exception of any Landlord Obligations or other Landlord expenses specifically described in this Agreement, the Base Rent shall be absolutely net of all expenses. To the extent reasonably practical, Landlord will provide any and all Additional Rent due to Landlord for any given month in one, comprehensive receipt of billing.

(b) Payment of Real Estate Taxes. As used in this lease, the term "Real Estate Taxes" means the amount of all real property taxes and assessments, special or otherwise, levied or assessed upon or with respect to Building or any Base Rent or Additional Rent, including, without limitation, all taxes, levies, and charges that are assessed, levied, or imposed in a replacement of or in addition to all or any part of real property taxes and that in whole or in part are measured by or calculated based upon the value of the Building, the freehold or leasehold estate of Landlord or Tenant or the amount of Base Rent or Additional Rent; and also including any expenses incurred by Landlord in connection with a good faith contest of, or a good faith attempt to obtain a reduction of, any of the foregoing amounts.

(c) Tenant shall pay the Insurance Expenses and Real Estate Taxes as described above. Tenant's share ("Tenant's Share") shall be based upon the total number of square feet in the Building and the appurtenant land.

With respect to Insurance Expenses and Real Estate Taxes, prior to the Commencement Date and prior to the beginning of each calendar year thereafter, or as soon thereafter as practicable, Landlord shall give Tenant notice of Landlord's estimate of Tenant's Share of Insurance Expenses, and Real Estate Taxes for the ensuing year. Consistent with the abovementioned payment schedule and terms of payment of Base Rent, Tenant shall pay to Landlord one-twelfth (1/12th) of such estimated amounts, provided that until such notice is given with respect to the ensuing calendar year, Tenant shall continue to pay the amount currently payable pursuant hereto until after the month such notice is given. If at any time or times (including, without limitation, upon Tenant taking occupancy of the Premises) it appears to Landlord that Tenant's Share of Insurance Expenses or Tenant's Share of Real Estate Taxes for the then current calendar year will vary from Landlord's estimate by more than five (5%) percent, Landlord may, by notice to Tenant, revise its estimate for such year and subsequent payments by Tenant for such year shall be based upon such revised estimate.

Within ninety (90) days after the close of each calendar year of this Lease, with respect to Insurance Expenses and Real Estate Taxes, or as soon after such ninety (90) day period as practicable, Landlord shall deliver to Tenant a statement prepared by Landlord of Tenant's Share of

Expenses and Taxes, for such calendar year, respectively, and such statements shall be final and binding upon Landlord and Tenant. Such statement shall include copies of the collection of invoices from which Tenant's Share of Expenses and Taxes were calculated. If, on the basis of either of such statements, Tenant owes an amount that is less than the estimated payments for such calendar year with respect to Insurance Expenses and Real Estate Taxes previously made by Tenant, Landlord shall credit such excess amount against the next payment(s) due from Tenant to Landlord of Insurance Expenses and Real Estate Taxes, as the case may be. If, on the basis of such statement, Tenant owes an amount that is more than the estimated payments for such calendar year with respect to Expenses and Taxes previously made by Tenant, Tenant shall pay the deficiency to Landlord within thirty (30) days after delivery of such statement. If said deficiency payment is not received by Landlord within thirty (30) days after delivery of such statement, then Tenant shall be assessed a two hundred fifty and 00/100 (\$250.00) dollar late fee.

(d) Personal Property and Sales Taxes. Tenant shall pay directly for the full amount of any and all taxes, assessments, fees, and other governmental charges, general and special, ordinary and extraordinary, of every kind and nature whatsoever, levied, assessed, imposed, or otherwise payable with respect to the ownership or use of the Furniture, Fixtures, and Equipment ("FF&E"), and with respect to all other personal property and equipment located in or about the Premises or owned by Tenant and located at the Property ("Personal Property Taxes"). Tenant agrees to take all steps necessary to seek and provide for a separate assessment of such Personal Property Taxes. Unless they are separately assessed to Tenant, Tenant shall pay the amount of the Personal Property Taxes to Landlord not less than ten (10) days prior to delinquency, provided that Landlord has delivered a written request to Tenant together with reasonable evidence of the taxes due and Landlord's method of calculating said taxes. Upon expiration or termination of this Lease, and determination of Personal Property Taxes for the year in which such expiration or termination occurs, Tenant shall promptly pay to Landlord an amount equal to such Personal Property Taxes for that portion of the fiscal tax year before the expiration or termination of this Lease, unless such amounts are separately assessed to Tenant. Tenant shall also pay directly or reimburse to Landlord, upon demand, for the full amount of any and all taxes, assessments, fees, and other governmental charges, general and special, ordinary or extraordinary, of every kind and nature whatsoever (other than Landlord's income taxes), levied, assessed, imposed, or otherwise payable with respect to Base Rent or Additional Rent to the extent such amounts are assessed to Landlord. The provisions of this Section shall survive the expiration of the term of this Lease or the earlier termination of this Lease.

6. **Indemnification.** Landlord shall not be liable for injury to person or property arising out of the acts, omissions or neglect of Tenant, its servants, agents, employees, visitors or licensees, or any other visitor to the Premises, or of any person in or about the Premises, or of owners or occupants of or persons on or about surrounding properties; or for injury to person or property arising out of patent or latent defects, structural or otherwise, in the Building or any appurtenance thereof, or arising out of the condition of the Building, or by or from the bursting, stoppage, or leaking of or from any pipes or drains, fire suppression systems, or from the malfunctioning of any utility, facility, or installation, except if resulting from the negligent act or omission of Landlord, its employees, agents, contractors, or invitees. Tenant shall at its expense defend, indemnify, and save Landlord harmless from any loss, damage, claim of damage, liability, or expense arising directly or indirectly out of or in connection with the condition of the Premises, the use, or misuse thereof by Tenant or any other person, the acts or omissions of Tenant, its licensees, servants, agents, employees, or contractors, or the failure of Tenant to comply with any provision of this Lease. All property kept, stored, or maintained by Tenant in and about the Premises shall be kept, stored, or maintained at the sole risk of Tenant.

7. **Insurance.**

(A) Landlord's Insurance. At all times during the Term, Landlord will carry and maintain:

(1) "All-Risk" property and fire and extended coverage insurance covering the Building and its equipment (if any);

(2) General commercial liability and property damage insurance with a combined single occurrence limit of not less than two million dollars (\$2,000,000.00);

(3) Rental insurance; and

(4) Such other insurance as Landlord reasonably determines from time to time.

The insurance coverages and amounts in this Section will be reasonably determined by Landlord, and the rates for such coverages and amounts will be competitive with commercially available rates for comparable coverages and amounts. All insurance coverages described in this Section 7(A) are considered "Insurance Expenses". Landlord shall deliver certificates of insurance and copies of the insurance policies required by this Section to Tenant on or before the Commencement Date and, thereafter, at least thirty (30) days before the expiration of expiring policies.

(B) Tenant shall, at its sole cost and expense, during the entire Term, procure, pay for and keep in full force and effect: (i) an occurrence form commercial general liability policy with respect to the Premises and the operations of Tenant and any person conducting business in, on or upon the Premises in which the limits with respect to bodily injury and property damage shall be in a commercially reasonable amount established by Landlord; (ii) rental insurance covering items, and all structures and improvements on the Premises which are customarily or commonly insured and Tenant's trade fixtures, furnishings, equipment, plate glass, signs, and personal property of Tenant located on the Premises. The amount of insurance shall be reasonably acceptable to Landlord. All proceeds of such insurance policies relating to any damage to the Building or any other improvements on the Premises, or any other portion of the Premises that is owned by Landlord, shall be payable to Landlord.

Tenant shall not do anything in or about the Premises beyond its intended use, as defined herein, which will in any way tend to increase the insurance rates of the Premises and/or the Building. Tenant agrees to pay as Additional Rent any increase in premiums for insurance that may be charged during the term of this Lease on the amount of insurance carried on the Premises and/or the Building, resulting from the use and occupancy of the Premises by Tenant. All insurance policies shall be in a form and with a company or companies acceptable to Landlord, acceptance of which shall not be unreasonably withheld. Landlord shall be named as an additional insured under all such insurance contracts and a current certificate evidencing such coverage and any renewals thereof shall be furnished to Landlord. In the event Tenant fails to keep such insurance in force, Landlord may, at Tenant's expense, secure such insurance and the premium shall be paid as Additional Rent by Tenant on the Rent Date immediately subsequent to the receipt of billing; provided, if the receipt of billing is received by Tenant within two (2) business days of the immediately subsequent Rent Date, Tenant may elect to wait until the next subsequent Rent Date.

(C) Landlord and Tenant each shall be released from any liability resulting from damage by fire or casualty (irrespective of the cause of such fire or casualty) upon the express proviso that if at any time their respective insurers shall refuse to permit waivers of subrogation, Landlord or Tenant may, in each instance, revoke said waiver of subrogation effective thirty (30) days from the date of notice to the other unless within such thirty (30) day period the other is able to secure and furnish, without additional expense, insurance from another company with such waiver of subrogation or if such waiver can only be obtained at additional expense, if the other agrees to pay such additional expense.

8. Care of Premises.

(A) Tenant, at its sole expense, shall make all necessary repairs to the Premises, including the doors, door frames, the window glass, window casings, window frames, windows, inner walls, ceilings, floors, waste removal, heating, plumbing, air conditioning, and electrical systems, and parking lots located on the Premises. Landlord shall be responsible for the

foundation, roof, and the exterior walls of the Building, as well as major repair and replacement of heating and air conditioning units and parking lots. Tenant's obligation shall be excused only to the extent insurance proceeds are available for Landlord to use in performing such repairs and/or replacements. Tenant, at its sole cost and expense, shall keep the Premises at all times in good condition and in a sanitary and safe condition in accordance with the laws of the State of Michigan, and in accordance with all directions, rules, and regulations of the Michigan Department of Natural Resources (or any successor agency), health office, fire marshal, building inspector, or other proper officers of the governmental agencies having jurisdiction, and Tenant shall comply with all environmental and other requirements of law, ordinance, or otherwise pertaining to or affecting the Premises. Tenant, at its expense, shall repair (or replace as needed) all damage to the Premises, its fixtures and equipment, with the exception of the beforementioned items for which the Landlord is responsible for replacing. If Tenant fails to make such repairs and/or replacements, Landlord may do so at Tenant's expense and the cost thereof shall be paid by Tenant as Additional Rent to Landlord promptly upon receipt of Landlord's statement therefor. Tenant shall permit no waste or nuisance upon, or damage or injury to, the Premises or utilities supplied thereto. Tenant shall not store any material outside of the Premises.

(B) Tenant shall provide for all scheduled servicing of HVAC no less than twice a year and maintain necessary maintenance contracts to assure proper maintenance of the Premises and HVAC. Any repairs to the HVAC will be paid for by the Tenant. Tenant shall, within 90 days of such scheduled servicing, provide Landlord with a summary of the results of such scheduled servicing. If Tenant fails to provide Landlord with the results of such scheduled servicing, Landlord shall hire its own servicing company to conduct the scheduled servicing at Tenant's expense and the cost thereof shall be paid by Tenant as Additional Rent to Landlord promptly upon receipt of Landlord's statement therefor.

(C) Tenant shall provide for fire suppression system maintenance and monitoring. Tenant shall, by March 31 of the subsequent year, provide Landlord with an annual summary of all such maintenance and monitoring for each preceding year. If Tenant fails to provide for such maintenance and monitoring, Landlord may do so at Tenant's expense and the cost thereof shall be paid by Tenant as Additional Rent to Landlord promptly upon receipt of Landlord's statement therefor.

(D) Tenant shall not permit anyone to go onto the roof of the building in which the Premises are located, except in an emergency endangering persons or property, without Landlord's prior written consent (which shall not be unreasonably withheld). Tenant shall perform all janitorial work at the Premises. All janitorial work for the Premises shall be paid for by Tenant. Tenant shall procure its own trash and garbage dumpster and all waste retention receptacles at such location at the Premises as may be designated from time to time by Landlord. No trash or other refuse material shall be placed in trash boxes or receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the municipality in which the Premises is located without being in violation of any law or ordinance governing such disposal. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they are constructed; no foreign substance of any kind whatsoever shall be deposited therein, and any damage resulting to same from Tenant's misuse shall be paid for by Tenant.

9. Alterations.

(a) Tenant Improvements. Tenant, at its sole cost and expense, including without limitation the costs for permits, license fees, and any other municipal approvals, may perform the following improvements ("Tenant Improvements") to the Premises:

(1) Install electronic gate at Eleven Mile driveway and apply with all necessary approvals of the City of Oak Park.

(2) Removal of non-load bearing office walls; provided however, Tenant must provide Landlord with a drawing of all interior walls it intends to remove prior

to any such removal and obtain Landlord's written approval for same which approval shall not be unreasonably withheld or delayed.

(3) Asphalt/parking lot repair, coating, lines painted.

(b) Alterations by Tenant. Tenant will not make or allow to be made any material alterations, additions, or improvements to or of the Premises or any part of the Premises, or attach any fixtures or equipment to the Premises, the cost of which exceeds fifty thousand dollars (\$50,000.00) without first obtaining Landlord's written consent (which will not be unreasonably withheld). Prior to commencing any work over \$50,000, Tenant shall provide Landlord with complete plans and specifications for the proposed work in form sufficient for obtaining a building permit. Landlord shall have a period of ten (10) business days from receipt of the plans and specifications in which to approve or reject the submittals (approval of which shall not be unreasonably withheld). Landlord's approval of the plans, specifications, and working drawings for Tenant's alterations shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency, or compliance with all laws, ordinances, rules, requirements, and regulations of governmental agencies or authorities, or the use and occupancy permit for the Building.

(c) Structural Improvements. Tenant shall not make any structural additions, alterations, additions, or improvements to or of the Premises or any part of the Premises without the Landlord's express written consent (which will not be unreasonably withheld). Landlord agrees to promptly respond to any such request and in no event more than ten (10) business days after such request is made by Tenant. Landlord's approval of the plans, specifications, and working drawings for Tenant's structural alterations shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency, or compliance with all laws, ordinances, rules, requirements, and regulations of governmental agencies or authorities, or the use and occupancy permit for the Building.

(d) Insurance & Compliance with Laws. At all times between the start and completion of the work described in this Section 9(a), 9(b), & 9(c), must comply with the following:

(1) In addition to the other policies of insurance required by this Lease, Tenant shall maintain a policy of "All Risk" Builder's Risk Insurance covering the full replacement value of all work done and fixtures and equipment installed or to be installed at the Premises. Tenant agrees that Landlord is not responsible for any damages to persons or property, including loss of life, as a result of occurrences connected with activities undertaken by Tenant, its agents, contractors, and employees pursuant hereto, and hereby indemnifies Landlord and shall defend and hold Landlord harmless from and against any and all loss, cost, and expense in connection with its obligations hereunder.

(2) All such improvements must be made in accordance with all applicable federal, state, and local laws, regulations, ordinances, and other restrictions and in a good and workmanlike manner.

(e) All movable furniture and movable trade fixtures and equipment placed or installed in or about the Premises by Tenant is and, except as subsequently otherwise provided, shall remain the property of Tenant and must be removed by it on the expiration or termination of this Lease and Tenant must promptly, at its sole expense, remedy any damage to the Leased Premises caused by such removal. All other alterations, additions, or improvements made by either party on the Premises, including any initial improvements or alternations made by Tenant, must be the property of Landlord and must remain on and be surrendered with the Premises on the termination of this Lease, without molestation or injury, except as Landlord otherwise agrees in writing. Tenant must at all times during the term of this Lease provide and maintain on the Premises furniture and trade fixtures reasonably required for the purpose of this Lease.

(f) Landlord Improvements. Landlord, at its sole cost and expense, including without limitation the costs for permits, license fees, and any other municipal approvals, shall

perform the following improvements ("Landlord Improvements") to the Premises:

- (1) Replacement of non-functioning HVAC systems:
 - a. HVAC 6: Comfortmaker 10-ton, Warehouse north, model PGD120L240A, serial L005090443
 - b. HVAC 10: Comfortmaker 3-ton, Warehouse southeast, model PGB036D1LC, serial L005082973
- (2) Identify and remedy issue(s) pertaining to water entering the east side of building during inclement weather, including roof, wall, and/or window faults.
- (3) Landlord agrees to caulk and paint the exterior of the Building.

10. **Compliance with Applicable Law.** Tenant shall, at Tenant's sole cost and expense, promptly comply with all present and future applicable federal, state, county, and local laws, rules, regulations, ordinances, codes, and any order or rule of any applicable municipal and local governments, departments, commissions, and boards, and any direction of those governmental bodies or any similar body. In the event that any applicable governmental body shall deem Tenant in violation of any laws, rules, regulations, ordinances, codes, or board rule or directive and shall impose any violation, order, or duty upon Landlord or Tenant respecting the Premises, whether or not arising out of Tenant's use or manner of use thereof, Tenant shall, at Tenant's sole expense, take all necessary action to immediately comply with such laws, rules, regulations, ordinances, codes, or board rule or directive.

Tenant covenants and agrees to make any and all structural repairs, alterations, or modifications to the Building at Tenant's sole expense which are required by any applicable federal, state, county, and local laws, rules, regulations, ordinances, codes, and municipal and local governments, departments, commissions, and boards order, directive, or rule, to the extent that such structural repairs, alterations, or modifications are required due to the Tenant's manner of use of the Premises or method of operation therein. Tenant shall not do or permit any act or thing to be done in or to the Premises which is contrary to law, or which will invalidate or be in conflict with public liability, fire, or other policies of insurance at any time carried by or for the benefit of Landlord.

Tenant affirmatively states that it has investigated and reviewed all of the city ordinances as applicable to its operation of the Premises and that such operation complies with all applicable city ordinances, including without limitation, all parking ordinances.

Tenant shall make the Premises, at all times during the Term, ADA compliant and accessible and reasonably safe for use by wheelchair-handicapped persons.

11. **Permits and Licenses.** Except as otherwise provided in this Lease, from and after the Commencement Date, Tenant, at its sole cost and expense and in its name, shall obtain and maintain all necessary licenses and governmental permits required by any law or regulation of any environmental authority with jurisdiction over Tenant's operations under this Lease. If Tenant, for any reason whatsoever, is denied a required license for the Premises, or if any of Tenant's required licenses or permits shall at any time be revoked as a result of the acts or inaction of Tenant the Tenant shall have thirty (30) days to provide Landlord proof of re-application or other steps taken toward re-obtaining said license/permits. If Tenant fails to provide Landlord proof of re-application or other steps taken toward re-obtaining said license/permits within the 30-day period, the same shall constitute an event of default.

12. **Payment for Services Rendered by Landlord.** In the event that Landlord at any time shall, at the request of Tenant or on Tenant's behalf, either perform or cause to be performed, itself or by its agents, employees, or contractors, any work in connection with the Premises, or shall supply or cause to be supplied any materials to the Premises, and the cost of such services, work, or materials is to be borne by Tenant under the terms of this Lease or otherwise, Landlord shall invoice Tenant for such costs, which sum shall be payable by Tenant within thirty (30) days after delivery of such invoice. All such sums shall constitute and be treated as Additional Rent.

13. **Utilities.** The Tenant hereby covenants and agrees to pay all charges for heat, light, water, sewer, and garbage removal, and for all other utilities which shall be used in or charged against the Premises during the Term. Tenant will cause all electricity, gas, water, sewer, and other utilities to be furnished to the Premises during the term of this Lease by the appropriate utility provider. Tenant will pay for all utilities separately metered to the Premises, including electricity, gas, and water.

14. **Use of Premises.** From and after the Commencement Date, Tenant shall continuously and without interruption use and occupy the entire Premises as a facility for what the entity is in business for, and for no other purpose except ancillary office use. Tenant's business in the Premises shall continuously be conducted under the trade name "Bollinger Motors." Tenant, as a further inducement to Landlord to enter into this Lease, covenants and agrees to adhere to the following rules ("Rules"):

(a) To conduct its business in a manner consistent with the highest standards for operating the type of business;

(b) To keep the Premises clean and attractive in appearance at all times and to keep any refuse in proper containers in the interior of the Premises out of sight until the same is removed;

(c) To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefor;

(d) To adequately heat and cool the Premises;

(e) To comply with all applicable ordinances, rules, regulations and requirements of and agreements with all federal, state and municipal governments or orders of any court, which relate to the Building, the Premises or the business Tenant conducts on or from the Premises;

(f) To comply with all of these Rules, and amendments thereto which Landlord may from time to time establish for the reasonable use and care of the Premises, the Common Areas, and other facilities and amenities that comprise the Project;

(g) To conduct its business so as not to interfere with the other tenants of Landlord; and,

(h) To not abandon the Premises or discontinue operations unless prevented from doing so because of fire, casualty, or other act of God.

15. **Damage.** If any part of the Premises is damaged by fire, casualty, or other act of God, to the extent insurance proceeds are available, Landlord shall proceed with reasonable speed to apply such proceeds to repair the damage and rent will continue and not abate during the restoration period; provided, however, that if Tenant and Landlord agree (such agreement not to be unreasonably withheld) that the damage is of such a magnitude so as to render Tenant's business obsolete or impractical prior to repair, and such damage was not caused by the wrongful or negligent acts of Tenant or its agents, employees, or contractors, then rent shall abate entirely until such time as the Premises are restored to tenantable condition, unless such restoration of the Premises is delayed by Tenant's failure to adjust its own insurance claim. Landlord shall have the right to elect to demolish, rebuild or reconstruct the Building, if the Building is damaged by fire or other casualty. Landlord shall be required to perform repairs only to the extent of available insurance proceeds. If the cost of repairs exceeds the amount of available insurance proceeds, and the damage or destruction was due to the wrongful or negligent acts of Tenant or its agents, Tenant shall pay the Landlord any shortfall upon demand, for Landlord's use in performing such repairs.

In the event the Premises or the Building shall be destroyed to the extent of more than

one-quarter (1/4) of the then fair market value thereof, then Landlord shall have the option to terminate this Agreement upon not less than ten (10) days written notice to Tenant.

In the event the Premises are so damaged or destroyed other than by the wrongful or negligent acts of the Tenant so as to substantially impair Tenant's ability to conduct business from the Premises of the Premises, and the damage or destruction is such that it cannot be repaired or rebuilt within one hundred twenty (120) days after the date of the damage or destruction, then either the Landlord or the Tenant may terminate and cancel this Lease upon ten (10) days written notice to the other party, given within thirty (30) days after such casualty.

16. **Eminent Domain.** If the whole or any part of the Premises shall be taken by any public authorities under the power of eminent domain, or sold under threat or in lieu of such a taking, then the Term of this Lease shall cease on the part so taken or sold from the day that possession of that part shall be acquired by such public authority, and the rent shall be paid up to that day. If more than one-third (1/3) of the Premises shall be taken or sold, then from the day of the taking or sale, Landlord and Tenant each shall have the right to cancel this Lease and declare the same null and void. If less than one-third (1/3) of the Premises is taken or sold, or if more than one-third (1/3) is taken or sold but neither Landlord nor Tenant elects to cancel this Lease, then Tenant shall remain in possession of the remainder of the Premises under the terms herein provided, except that the Base Rent shall be reduced in the proportion which the value of the part taken or sold bears to the value of the whole of the Building or Premises, as may be applicable, immediately before such taking or sale. All damages awarded for such taking shall belong to and be the property of Landlord irrespective of the basis upon which they are awarded, except that Landlord shall not be entitled to any portion of the award made to Tenant for removal and installation of fixtures or moving expenses.

17. **Move-In and Move-Out.** All activities of Tenant in connection with either its move into any portion of the Premises at the commencement of this Lease or its move out of any portion of the Premises at any time (whether or not upon the termination hereof) shall be subject to the following:

(A) Tenant shall be responsible for the active supervision (on-site) of all workmen and others performing the move and shall indemnify and hold harmless Landlord against and from liability for damage to property (whether belonging to Landlord or any other persons) and for injuries to persons in connection with the move and the actions, or failure to act, of or by those performing the move.

(B) Tenant shall be responsible for any damage to the Building, the Premises, or the premises and property of others caused by or incurred in connection with the move or any related activities. Landlord shall perform such inspection(s) as Landlord in its sole discretion shall determine to be appropriate and shall deliver to Tenant an invoice for repair of all such damage or the replacement, if necessary, of damaged items, if any. All determinations of the extent of damage and the costs of repair or replacement shall be made by Landlord in its sole reasonable discretion.

(C) Upon vacating the Premises, Tenant, at Tenant's sole expense, shall be responsible for cleaning all cutting oils, residues, etc., resulting from its use and occupancy, including power washing and, if needed, painting of ceiling, walls, and floors.

18. **Access to Premises.**

(A) Tenant shall permit Landlord and its agents access to the Premises at all reasonable hours for the purpose of examining the Premises and making any repairs, alterations, or additions which the Landlord may deem necessary for the safety or preservation of the Premises or the Building, and Landlord shall be allowed to take all material into and upon the Premises that may be necessary to complete such repairs, alterations, or additions. The invoiced sums shall be paid as Additional Rent by Tenant. The performance of such acts will not be considered to constitute an eviction of Tenant in whole or in part; provided that Landlord provides reasonable

notice of its need for access, the rent reserved shall not abate while said repairs, alterations, improvements or additions are being made. Nothing herein contained shall be deemed to impose upon Landlord any obligation for the care, supervision, or repair of the Building or the Premises which is not elsewhere specifically set forth in the Lease. Except in the case of an emergency in which Landlord believes injury to person or property to be imminent, Landlord shall give reasonable notice to Tenant prior to entry for any of the purposes herein set forth, which notice shall include a description of the work, if any, to be performed. Any work to be performed in the Premises under this Section shall be carried out with as little disruption to Tenant's operations as reasonably possible under the circumstances.

(B) Tenant agrees that for a period commencing one hundred twenty (120) days prior to termination of this Lease, Landlord may show the Premises to prospective tenants, and may display in and about said Premises and in the windows of the building thereon, the usual and ordinary "TO RENT" signs.

19. **Assignment or Subletting.** Tenant agrees not to assign, sublet, or in any manner transfer, mortgage, or encumber this Lease or any estate or interest herein without the prior written consent of Landlord, for which consent shall not unreasonably withheld. For the purposes of the preceding sentence, the sale, assignment, or transfer of a controlling interest in the stock of Tenant, excluding transfers to an entity under common control with Tenant, shall constitute an assignment. One such consent by Landlord shall not be deemed to be a consent to any subsequent assignment, subletting, transfer, mortgage, or encumbrance. The acceptance of rent from an assignee, subtenant, or occupant shall not constitute a release of Tenant from the further performance of the obligations of Tenant contained in this Lease.

20. **Representations and Warranties by Landlord.**

Landlord represents, warrants, covenants, and agrees, and it is an express condition of this Agreement that:

(1) Landlord is duly authorized and empowered to execute this Agreement and to fulfill and comply with the terms, conditions, and provisions hereof.

(2) Landlord is the owner of the Premises.

(4) Landlord is not aware of any condemnation proceedings, foreclosure proceedings, or any other pending or threatened suit, which involves the Premises.

(5) The existing leaseholder has chosen not to exercise their option to renew their lease of the Premises, and Landlord has written documentation of the same.

21. **Representations and Warranties by Tenant.**

(A) The Tenant represents, warrants, covenants, and agrees, and it is an express condition of this Agreement that:

(1) Tenant is duly organized, validly existing, and in good standing under the laws of the State of Delaware; and is duly authorized and empowered to execute this Agreement and to fulfill and comply with the terms, conditions, and provisions hereof.

(2) This Agreement has been duly authorized, executed, and delivered by Tenant and, assuming due authorization by the Landlord constitutes a legal, valid and binding agreement, enforceable against Tenant in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or other similar laws affecting creditors' rights generally and by general principles of equity

(regardless of whether such enforceability is considered in a proceeding in equity or at law).

(3) None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms, conditions, or provisions hereof will conflict with or result in a breach of the terms, conditions, or provisions of (i) the bylaws or certificate of incorporation applicable of Tenant or (ii) to Tenant's knowledge, any contractual obligation to which Tenant is a party, by which it may be bound, or to which any of its property may be subject.

22. Environmental Matters.

Landlord represents, warrants, covenants, and agrees that it shall indemnify Tenant against any losses arising out of environmental contamination (including remediation) and non-compliance which occurred prior to the Commencement Date.

Tenant represents, warrants, covenants, and agrees with Landlord that:

(A) Tenant shall not use, store, treat, handle, transport, or dispose of any Hazardous Materials (as defined below), on, across, or underneath the Premises in any manner in violation of any Environmental Protection Laws (as defined below);

(B) Tenant shall, at its own cost and expense, comply, and ensure compliance with, all Environmental Protection Laws relating in any way to the Premises;

(C) For purposes of this Agreement, "Hazardous Materials" shall mean any chemical or other substance that is prohibited, limited, or regulated by law or that might pose a hazard to health or safety including, but not limited to, asbestos, dioxins, urea formaldehyde foam insulation, oil, gasoline, polychlorinated biphenyls, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials now or hereafter defined in, regulated or otherwise prohibited by any past, present, or future Environmental Protection Laws. "Environmental Protection Laws" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, including the Superfund Amendments and Reauthorization Act of 1986 (U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 9601 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.), any regulations adopted and publications promulgated pursuant thereto, and any other federal, state, or local governmental law, ordinance, rule, regulation, policy, requirement, decree, order, or judgment presently in effect or that may be promulgated or take effect in the future, as the same may be amended from time to time, which governs the use, storage, treatment, transportation, manufacture, refinement, handling, production, discharge, removal, or disposal of any Hazardous Materials, or otherwise relates to the ecology, the environment, or land use.

23. Surrender. At the expiration of the Term of this Lease, or upon the sooner termination thereof, Tenant shall surrender the Premises broom clean and in as good condition and repair as they were as of the effective date of this Lease and shall promptly upon surrender deliver all keys for the Premises to Landlord at the place then fixed for payment of rent.

24. Bankruptcy and Insolvency.

(A) Tenant's Insolvency. Neither Tenant's interest in this Lease, nor any estate hereby created in Tenant nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law, except as may specifically be provided pursuant to the Bankruptcy Code (11 USC §101 et seq.), as the same may be amended from time to time. In the event the interest or estate created in Tenant hereby shall be taken in execution or by other process of law, or if Tenant is determined to be insolvent by a Court of competent jurisdiction, other than a United States Bankruptcy Court, or if a receiver or

trustee of the property of Tenant shall be appointed by reason of the insolvency or inability of Tenant to pay its debts, or if any assignment shall be made of the property of Tenant for the benefit of creditors, then and in such events, this Lease and all rights of Tenant hereunder shall automatically cease and terminate with the same force and effect as though the date of such event were the date originally set forth herein and fixed for the expiration of the term, and Tenant shall vacate and surrender the Premises but shall remain liable as herein provided. Tenant shall not cause or give cause for the appointment of a trustee or receiver of the assets of Tenant and shall not make any assignment for the benefit of creditors or become insolvent. Any act described in this Section 24(A) shall be deemed a material breach of Tenant's obligations hereunder, and this Lease shall thereupon automatically terminate. Landlord does, in addition, reserve any and all other remedies provided in this Lease or in law.

(B) Rights and Obligations Under the Federal Bankruptcy Code. Upon the filing of a petition by or against Tenant under the Federal Bankruptcy Code, Tenant, as debtor and as debtor in possession, and any trustee who may be appointed agrees as follows:

(1) To perform each and every obligation of Tenant under this Lease including, but not limited to, the payment of all rent and expenses due Landlord in the manner as provided in this Lease until such time as this Lease is either rejected or assumed by order of the United States Bankruptcy Court;

(2) To reject or assume this Lease within sixty (60) days of the filing of a petition under the Federal Bankruptcy Code;

(3) To give Landlord at least thirty (30) days' prior written notice of any proceeding relating to any assumption of this Lease;

(4) To give at least thirty (30) days' written notice of abandonment of the Premises; any such abandonment to be deemed a rejection of this Lease;

(5) To give to Landlord, as adequate assurance of future performance under this Lease pursuant to Section 365 of the Bankruptcy Code, cash security in an amount equal to three (3) months' rent including all of the charges payable by Tenant hereunder;

(6) To do all things of benefit to Landlord otherwise required under the Bankruptcy Code; and

(7) To be deemed to have rejected this Lease in the event of the failure to comply with any of the above, waiving notice and hearing of the entry of same.

No default of this Lease by Tenant, either prior to or subsequent to the filing of such a petition, shall be deemed to have been waived unless expressly done so in writing by Landlord.

Included within and in addition to any other conditions or obligations imposed upon Tenant or its successor in the event of assumption and/or assignment are the following:

(1) The cure of any monetary defaults and the reimbursement of pecuniary loss within thirty (30) days of assumption and/or assignment; and

(2) The use of the Premises for the purpose as set forth in this Lease; and

(3) The prior written consent of any mortgagee to which this Lease has been assigned as collateral security; and

(4) No physical changes of any kind may be made to the Premises

unless in compliance with the applicable provisions of this Lease.

25. Default; Remedies.

(A) Default. Default under this Lease shall be defined as any failure by Tenant to pay in full and within five (5) days of the date when due, any Base Rent, Additional Rent, or any other payments required to be paid by Tenant hereunder, or in the event Tenant breaches or fails to fully and promptly observe or perform any other non-monetary term, provision, or time parameter of this Lease which default is not cured within thirty (30) days after the date Landlord provides written notice to Tenant, identifying such breach or default, or in the event Tenant abandons the Leased Premises.

(B) Remedies. In the event of any default hereunder by Tenant, Landlord may, at its sole option and exclusive discretion, take or exercise any of the following rights and remedies, concurrently, consecutively, alternatively, and as often as the occasion may arise: (a) terminate this Lease and commence legal process to take exclusive possession and control of the Premises, and physically put out, and otherwise remove all persons and property therefrom; (b) re-let the Premises to any person or entity, and at any rental fee or rate, and for any term that Landlord deems appropriate; (c) terminate, cancel, stop, cutoff, and otherwise suspend any services, utilities, or otherwise required to be provided by Landlord to Tenant hereunder and to retake possession and control of the Premises; (d) commence eviction proceedings and/or file suit for all monies due and owing hereunder including actual attorneys' fees (without regard to statutory maximums) incurred in such proceedings, court costs, and litigation expenses, or for any damages caused by Tenant; (e) exercise its rights under the Uniform Commercial Code with respect to personal property of Tenant; (f) apply all or any portion of the security deposit to correct, remedy, or set-off against the damages caused by Tenant's default, provided, however, that in no event shall Landlord's application of the security deposit be deemed or construed as a waiver of default, nor shall such application limit or prevent Landlord from enforcing any other right or remedy provided herein.

(C) Legal Expenses. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, Tenant shall pay to Landlord all reasonable expenses incurred therefor, including reasonable attorneys' fees incurred by Landlord.

(D) In the event the Landlord opts to re-let the premises, the proceeds of any reletting shall be applied as follows: first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder; second, to the payment of any reasonable costs of such reletting, including the cost of any reasonable alterations and repairs to the Premises; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should the proceeds of such re-letting during any month be less than the monthly rent reserved hereunder, then Tenant shall during each such month pay such deficiency to Landlord.

26. Landlord's Right to Cure Defaults. If Tenant defaults in the performance of any provision of the Lease, Landlord shall have the right to cure such default for the account of Tenant, upon thirty (30) days' prior written notice to Tenant, and Tenant shall reimburse Landlord for any expenditure made by Landlord in order to cure such default on the Rent Date immediately subsequent to the receipt of billing; provided, if the receipt of billing is received by Tenant within two (2) business days of the immediately subsequent Rent Date, Tenant may elect to wait until the next subsequent Rent Date. All such sums shall constitute and be treated as Additional Rent.

27. Removal of Tenant's Property Upon Termination. If Tenant shall fail to remove all of Tenant's property from the Premises upon termination of this Lease for any cause whatsoever, Landlord may at its option remove the same in any manner that it chooses and store such property without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord on demand any and all expenses incurred in such removal, including court costs, attorneys' fees, and

storage charges on such property for any length of time such property shall be in Landlord's possession. Tenant shall indemnify and hold Landlord harmless for any claim by third parties with respect to property owned or claimed by them, left in the Premises by Tenant, and removed by Landlord pursuant to this Section. Under no circumstances shall Landlord be obligated to retain any property left on the Premises or in Landlord's possession longer than two (2) months after termination of this Lease, for whatever cause, and Landlord may thereafter dispose of such property in any manner it deems fair, including public or private sale or by destruction, discard, or abandonment and the proceeds of any such sale shall be applied against any sums due Landlord under this Lease.

28. **Holding Over.** In the event Tenant remains in possession of the Premises after the expiration of this Lease and without the execution of a new lease or the giving of an Extension Notice within the time period provided in Section 3(c) above, it shall be deemed to be occupying the Premises as a tenant from month to month, subject to all conditions, provisions, and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that the Base Rent shall be one hundred fifty (150%) percent of the amount of Base Rent payable during the final year of the Term immediately prior to commencement of such month-to-month term, prorated on a monthly basis for the period of any such month-to-month tenancy. Such month-to-month tenancy shall be terminable by either party upon thirty (30) days written notice.

29. **Limit On Landlord's Liability.** Notwithstanding anything herein to the contrary, Landlord shall not be liable to Tenant or to any other person for any business interruption loss, regardless of cause or fault.

30. **Force Majeure.** Anything in this Lease to the contrary notwithstanding, Landlord shall not be deemed in default with respect to the performance of any obligation on its part to be performed under this Lease if such default shall be due to any supply chain disruption, labor shortage, pandemic, epidemic, strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, or through acts of God or other cause or causes, whether similar or dissimilar to those enumerated, beyond the control of Landlord, and the period for Landlord to perform such obligation shall be extended by a period equal to the period of delay caused by any such reason.

31. **Subordination.** This Lease is and shall be either prior to or subject and subordinate to the lien of any mortgage now or hereafter placed on all or any portion of the Premises, at the option of Landlord or mortgagee. Tenant shall execute a subordination and attornment agreement in form and content reasonably acceptable to Landlord, upon request, to evidence any such priority or subordination.

32. **Quiet Enjoyment.** Landlord covenants that Tenant may peaceably and quietly enjoy the Premises, including all parking lots and appurtenant land provided as part of this Agreement, subject to the terms, provisions, covenants, agreements, stipulations, rules or conditions of this Lease, upon Tenant's paying the Base Rent and Additional Rent and observing and performing all the terms, provisions, stipulations, rules, agreements, covenants and conditions, on Tenant's part to be observed and performed, without molestation or hindrance by any person holding under or through Landlord.

33. **Security Deposit.** Upon execution of this Agreement, the Tenant shall pay the Landlord an amount of twenty seven thousand two hundred twenty five dollars and 00/100 (\$27,225.00) (the "Security Deposit"), which the Landlord is to retain as security for the faithful performance of all of the covenants, conditions, and agreements of this Lease, but in no event shall the Landlord be obliged to apply the Security Deposit upon rents or other charges in arrears or upon damages for the Tenants' failure to perform the said covenants, conditions, and agreements; the Landlord may so apply the Security Deposit at his option; and the Landlord's right to the possession of the Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this Security Deposit. If the Security Deposit is not applied toward the payment of rent in arrears or toward the payment of damages

suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this Lease, it is to be returned to the Tenant when this Lease is terminated, according to these terms, and in no event is the Security Deposit to be returned until the Tenant has vacated the Premises and delivered possession to the Landlord.

In the event that the Landlord repossesses the Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the Security Deposit upon all damages suffered to the date of said repossession and may retain the Security Deposit to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the Security Deposit as a separate fund but may mix the Security Deposit with its own funds.

34. **Estoppel Certificate.** Tenant from time to time shall, upon request by Landlord, execute, acknowledge, and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the instruments of modification), the dates to which rent and other charges have been paid; that Landlord is not in default hereunder (or specifying the nature of any default Tenant claims to exist at the time of such certification) and such other matters pertaining to this Lease and Tenant's occupancy of the Premises as Landlord may request, it being intended that any such statement delivered pursuant to this Section may be relied upon by Landlord, a prospective purchaser of Landlord's interest in the Premises or this Agreement, mortgagee of Landlord's interest, or assignee of any mortgage upon Landlord's interest in the Premises. Tenant shall not be entitled to withhold such statement on the basis of any claimed default by Landlord hereunder, provided that nothing herein shall prevent Tenant from identifying any claimed Landlord default, nor upon any other basis.

35. **No Marijuana Use.** Tenant shall not engage, inside or on the Premises, in any agricultural growth, cultivation, propagation, or processing of marijuana, cannabis, or hemp plant parts and resins, or store same for transport, or any other such related use or uses which may be permitted under applicable law. Tenant is prohibited from operating a recreational or adult use marijuana dispensary in or on the Premises, regardless of applicable law. No recreational or medical marijuana, in any form, may be consumed in or on the Premises by the Tenant or Tenant's guests or invitees. The Premises is a nonsmoking Premises. No smoking of tobacco products inside the Premises is permitted, with the exception of designated outdoor smoking areas designated by Tenant that are at least 200 feet from any building entrance.

36. **Accord and Satisfaction.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent or other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

37. **Brokerage Fees.** Both Landlord and Tenant acknowledge that L. Mason Capitani Corfac International represents Tenant in this transaction. All brokerage fees shall be the obligation of the Landlord. Each party shall indemnify the other from any other person claiming a brokerage or other fee through such indemnifying party.

39. **Miscellaneous.**

(A) Gender. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(B) Waivers. One or more waivers of any covenant, term, provision, agreement, rule, stipulation or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same, and the consent or approval by Landlord of any act, neglect or default by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary

Landlord's consent or approval to or of any subsequent similar act, neglect or default by Tenant.

(C) Captions. The topical headings are for convenience only and do not define, limit, or construe the contents of any sections, paragraphs, or clauses.

(D) Amendments. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto.

(E) Severability. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid, or illegal.

(F) Time is of the essence of this Agreement.

(G) Binding Effect. All provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

(H) Governing Law. This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. Any action, suit or proceeding to enforce this Agreement or any terms hereof shall be brought in the state or federal courts located in Michigan and nowhere else.

(I) Bills and Notices. Bills, statements, notices or communications which Landlord may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered, certified, or first class mail, postage prepaid, addressed to Tenant at the address set forth on the first page of this Lease, or at such other address as Tenant shall designate by written notice, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is personally delivered to Tenant or two (2) business days after the notice was placed in the mail as herein provided. If Tenant is occupying the Premises, personal delivery to the Premises by Landlord shall be deemed sufficient hereunder. Any notice by Tenant to Landlord must be registered, certified, or first-class mail, postage prepaid, to Landlord at the address set forth on the first page of this Lease, or at such other address as Landlord shall designate by written notice.

(J) Signage. All signs and advertising displayed in and about the Premises shall be such only as to advertise the business carried on upon the Premises, and that Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by Landlord and the City of Oak Park.

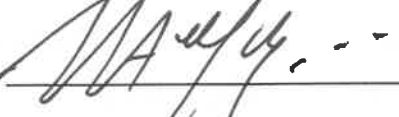
(K) Entire Agreement. This Lease and any exhibits attached hereto and forming a part hereof set forth all of the covenants, agreements, stipulations, promises, conditions, and understanding between Landlord and Tenant concerning the Premises and there are no covenants, agreements, stipulations, promises, conditions, or understandings, either oral or written, between them other than herein set forth.

(L) WAIVER OF JURY TRIAL. LANDLORD AND TENANT HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES TO THIS LEASE AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OR OCCUPANCY OF THE PREMISES. IF LANDLORD COMMENCES ANY PROCEEDINGS FOR NON-PAYMENT OF MONTHLY RENT OR OTHER MONETARY OBLIGATIONS UNDER THIS LEASE, TENANT WILL NOT INTERPOSE ANY COUNTERCLAIM OF WHATEVER NATURE OR DESCRIPTION IN ANY SUCH PROCEEDINGS UNLESS SUCH COUNTERCLAIM IS A COMPULSORY COUNTERCLAIM AND IS REQUIRED TO BE PLEADED BY VIRTUE OF A STATUTE OR COURT RULE. THIS SHALL NOT, HOWEVER, BE CONSTRUED AS A WAIVER OF TENANT'S RIGHT TO ASSERT SUCH A CLAIM IN ANY SEPARATE ACTION BROUGHT BY TENANT.

(signature page follows)

The undersigned have executed this Lease as of the effective date first written above.

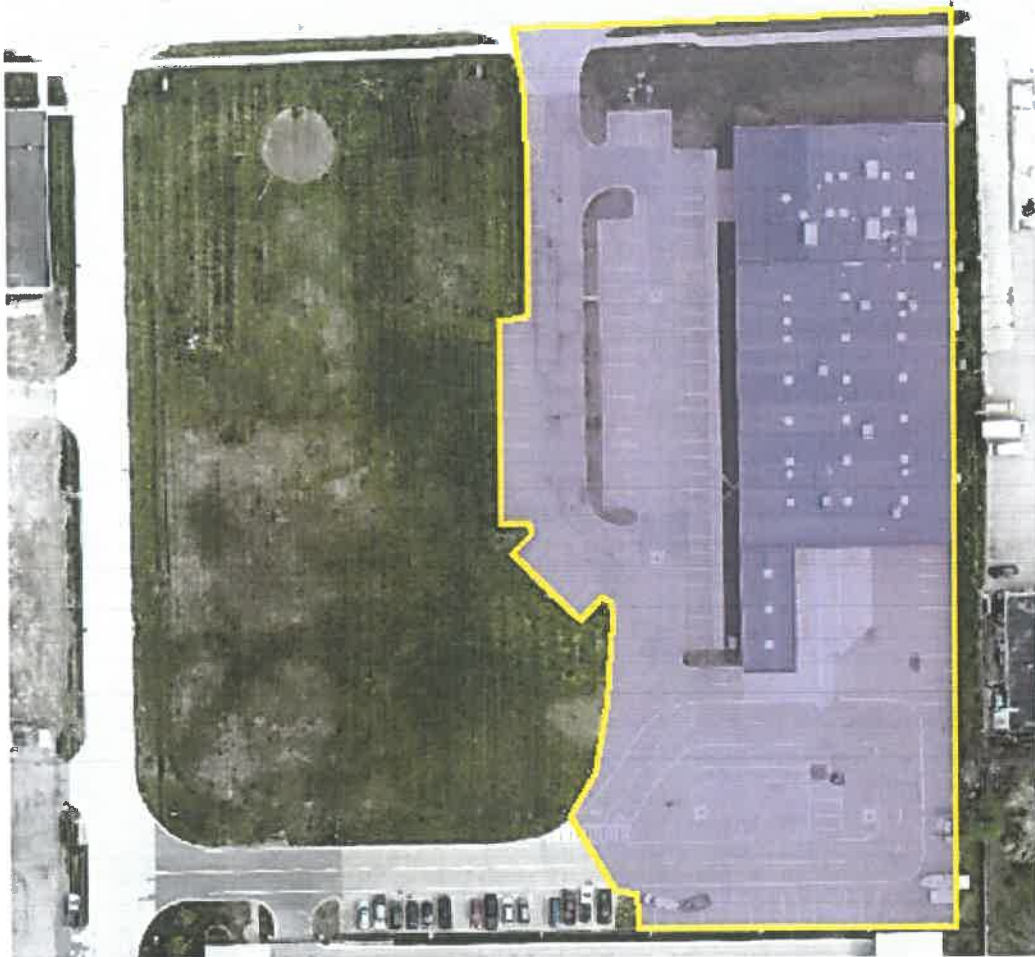
TENANT: **Bollinger Motors, Inc.**

By: 
Its: Authorized Representative

LANDLORD: **Raine Ventures, LLC**

By: 
Eugene Sherizen
Its: Manager

EXHIBIT A
(Leased Premises)

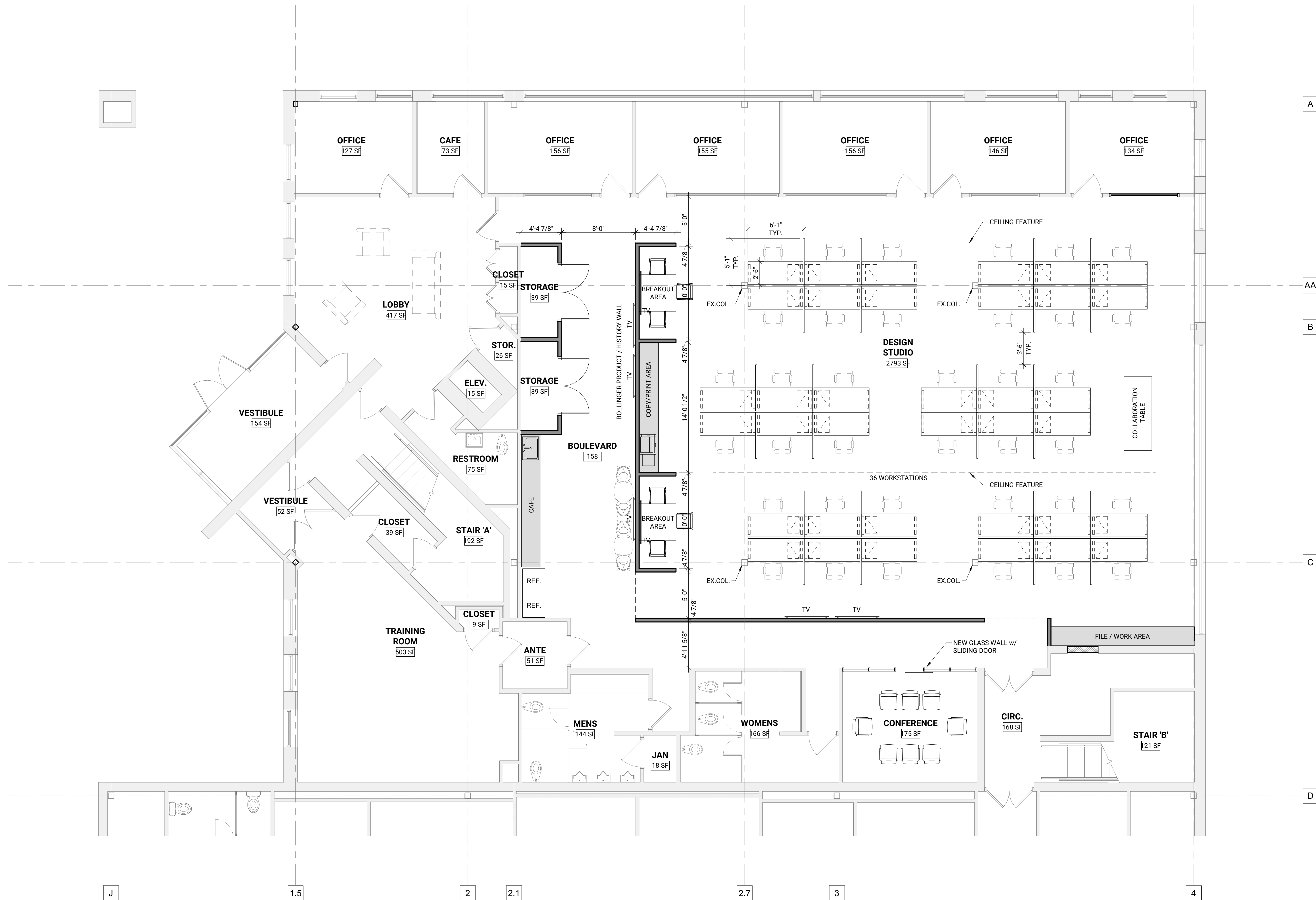


Building and Appurtenant Land

14925 W 11 Mile Road, Bollinger Motors, Inc

"PHASE 1"

PROPOSED



 **FIRST FLOOR PLAN - NEW WORK**
3/16" = 1'-0"

STUDIO
DETROIT
ARCHITECTS

2040 PARK AVENUE, SUITE 200
DETROIT, MICHIGAN 48226
313.919.5886 - 313.909.3607
STUDIO-DETROIT.COM

DO NOT SCALE DRAWINGS

ISSUED

12.23.22

DRAWN SMB

CHECKED SMB

SEAL

NOT FOR
CONSTRUCTION

THIS DOCUMENT AND THE INFORMATION CONTAINED THEREIN IS THE SOLE POSSESSION OF STUDIO DETROIT AND SHALL NOT BE ALTERED OR MODIFIED WITHOUT THE EXPRESS WRITTEN PERMISSION OF STUDIO DETROIT. ANY MODIFICATION OR ALTERATION THEREOF SHALL INDEMNIFY AND HOLD HARMLESS STUDIO DETROIT OF ALL EXPENSES, CLAIMS AND/OR LIABILITY RESULTING FROM SUCH MODIFICATIONS OR ALTERATIONS.

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CLIENT

BOLLINGER MOTORS

PROJECT 22090

**BOLLINGER MOTORS
RENOVATION**
14925 W ELEVEN MILE RD.
OAK PARK MI 48237

**PARTIAL FLOOR PLAN -
NEW WORK**

A1.1



BOLLINGER MOTORS OAK PARK

STUDIODETROIT
ARCHITECTS



BOLLINGER MOTORS OAK PARK

STUDIODETROIT
ARCHITECTS



BOLLINGER MOTORS OAK PARK

STUDIODETROIT
ARCHITECTS



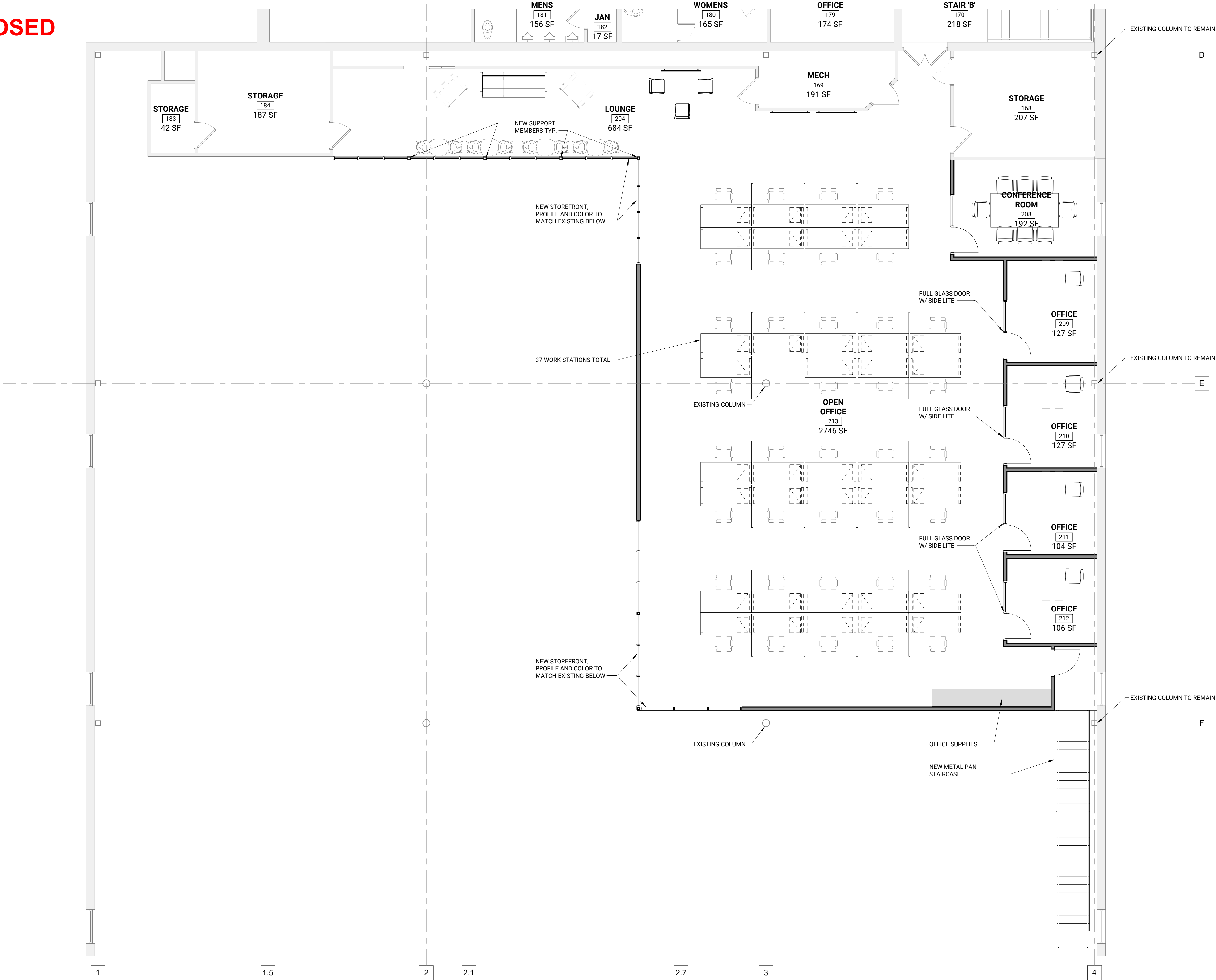
BOLLINGER MOTORS OAK PARK

STUDIODETROIT
ARCHITECTS



"PHASE 2"

PROPOSED



1 SECOND FLOOR PLAN - NEW WORK - EXPANSION
3/16" = 1'-0"

STUDIO
DETROIT
ARCHITECTS
2040 PARK AVENUE, SUITE 200
DETROIT, MICHIGAN 48226
313.919.5886 - 313.909.3607
STUDIO-DETROIT.COM

DO NOT SCALE DRAWINGS

ISSUED	
12.30.22	CONCEPT REVIEW

DRAWN SMB
CHECKED SMB

SEAL

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CONSTRUCTION

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CLIENT

BOLLINGER MOTORS

PROJECT 22090

BOLLINGER MOTORS
RENOVATION
14925 W ELEVEN MILE RD.
OAK PARK MI 48237

PARTIAL SECOND
FLOOR PLAN - NEW
WORK

A1.3



BOLLINGER MOTORS OAK PARK

STUDIODETROIT
ARCHITECTS





BOLLINGER MOTORS OAK PARK

STUDIO DETROIT
ARCHITECTS



BOLLINGER MOTORS OAK PARK

STUDIODETROIT
ARCHITECTS



BOLLINGER MOTORS OAK PARK

STUDIODETROIT
ARCHITECTS

"PHASE 3"



BOLLINGER MOTORS OAK PARK

STUDIODETROIT
ARCHITECTS



AGENDA #

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: October 2, 2023

SUBJECT: Public Hearing for Special Assessment Districts #708, #709, #710 and #711 and resolutions confirming the rolls, setting due dates and penalties.

DEPARTMENT: Finance/Treasury

SUMMARY: At the council meeting of September 18, 2023, City Council adopted Special Assessment Resolution No. 8, establishing October 2, 2023 as the date for the public hearing on the rolls of Special Assessment Districts #708 - Delinquent Utilities; #709 - False Alarms, #710 Property Blight and #711 Sidewalk Replacement.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: To adopt Special Assessment Resolution No. 9 to confirm the rolls, and Special Assessment Resolution No. 10, setting the due date of November 14, 2023, together with penalty of ten percent (10%) for Special Assessment Districts #708 - Delinquent Utilities; #709 - False Alarms, #710 Property Blight and #711 – Sidewalk Replacement.

APPROVALS:

City Manager: _____ET_____

Director: _____SL_____

Finance Director: _____SC_____

Budgeted: _____N/A_____

**CITY OF OAK PARK
MICHIGAN**

SPECIAL ASSESSMENT RESOLUTION NO. 9

Meeting of the City Council September 18, 2023: The Mayor announced that this was the time set to review the Special Assessment Rolls as prepared and revised by the City Assessor for expenses incurred on private premises for Districts #708 - Delinquent Utilities; #709 - False Alarms, #710 Property Blight and #711 – Sidewalk Replacement.

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

Objections were received at the public hearing as follows:

The following exceptions were made to Special Assessment Rolls:

The following resolution was offered by _____, and supported by _____:

BE IT RESOLVED that Special Assessment Rolls #708, #709, #710 and #711, as prepared and revised by the City Assessor, are hereby confirmed.

ROLL CALL VOTE: Yes:
 No:
 Absent:

MOTION DECLARED ADOPTED

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular Meeting of the Council of said City held on October 2, 2023, insofar as said proceedings relate to the Special Assessment Districts as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 2nd day of October, 2023.

T. Edwin Norris, City Clerk

**CITY OF OAK PARK
MICHIGAN**

SPECIAL ASSESSMENT RESOLUTION NO. 10

At a Regular Meeting of the City Council of the City of Oak Park, held the 2nd day of October, 2023, at 7:00 P.M., at the City Hall, 14000 Oak Park Boulevard, in said City.

PRESENT:

ABSENT:

The following preamble and resolution was offered by _____, and supported by _____:

WHEREAS, by resolution adopted October 2, 2023, Special Assessment Rolls #708, #709, #710 and #711 were confirmed by City Council.

NOW, THEREFORE, BE IT RESOLVED THAT: Said Special Assessment Rolls shall be due in one (1) installment payable on November 14, 2023, in full, together with penalty of ten percent (10%).

BE IT FURTHER RESOLVED THAT: An unpaid installment of said Special Assessment Roll shall bear penalty at an annual rate of five percent (5%) after due date November 14, 2023.

ROLL CALL VOTE: Yes:
 No:
 Absent:

MOTION DECLARED ADOPTED

STATE OF MICHIGAN)
)§
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular meeting of the Council of said City held on October 2, 2023, insofar as said proceedings relate to the Special Assessment Districts as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF I have hereunto set my official signature the 2nd day of October, 2023.

T. Edwin Norris, City Clerk

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** October 2, 2023

SUBJECT: Façade Grant Approval 13805 W. 9 Mile Rd., 13807 W. 9 Mile Rd., 13821 and 13825 W. Nine Mile Rd., 13831 W. Nine Mile Rd., and 13835, 13841 and 13845 W. Nine Mile Rd.

DEPARTMENT: Corridor Improvement Authority

SUMMARY:

The Corridor Improvement Authority has received five applications for Façade Improvement Grants from Danny Kallabat, owner of 13805-13845 W. Nine Mile Rd. The project specifications have met city guidelines for the program. The project consists of an entire façade change including new glass, manufactured stone and Nichiha Wall and lighting. Two bids were received at \$79,500 and \$88,500. Although the owner has 8 addresses a façade grant maximum of \$2,500 per business is allowed. The 50% grant match for five stores would be \$12,500. We recommend approving the façade grant in the amount \$12,500.

FINANCIAL STATEMENT: Money is available in the facade 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 \$12,500 or \$2,500 per business.

APPROVALS:

City Manager: ____ET____

Department Director: ____KM____

Director of Finance: ____SC____



Budgeted:

Legal: _____ CK _____

EXHIBITS: application, design and quote

Current photo:



CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

Name of Applicant: <u>OAK PARK SHOPS LLC</u>		
Address: <u>29777 Telegraph Rd., Suite 2631</u>		
City: <u>Southfield</u>	State: <u>MI</u>	ZIP Code: <u>48034</u>
Phone: <u>248-227-9101</u>	Email: <u>danny.kallabat@comcast.net</u>	
Name of Building Owner:		
Address of Building Owner: <u>Ø</u>		
City:	State:	Zip Code:
Phone:	Email:	
Name of Business: <u>Pateet's Famous Cheesecakes</u>		
Address: <u>13835, 13841, 13845 W. Nine Mile Rd.</u>		Phone: <u>248-575-2253</u>
City: <u>OAK PARK</u>	State: <u>MI</u>	ZIP Code: <u>48237</u>
Type of Business: <u>bakery</u>	Tax ID #:	
Proposed start of construction: <u>10-15-23</u>	Anticipated completion: <u>12-31-23</u>	
Short description of proposed work: <u>Exterior facade improvement</u>		

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.

8. 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.

9. 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.

Signature of applicant: <u>[Signature]</u>	Date: <u>9.15.23</u>
Printed name of applicant: <u>Danny Kallabat - Oak Park Shops, LLC</u>	
Signature of Property Owner (if applicable): <u>[Signature]</u>	Date: <u>9-15-23</u>
Printed name of Property Owner (if applicable): <u>Danny Kallabat - Oak Park Shops, LLC</u>	

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 9-20-23 Amount approved _____

Approved by CIA or City Council

YES ☐ NO ☐

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

Name of Applicant: <u>OAK PARK Shops, LLC</u>		
Address: <u>29777 Telegraph Rd., Suite 2631</u>		
City: <u>Southfield</u>	State: <u>MI</u>	ZIP Code: <u>48034</u>
Phone: <u>248-227-9101</u>	Email: <u>dannykallabate@comcast.net</u>	
Name of Building Owner:		
Address of Building Owner:		
City:	State:	Zip Code:
Phone:	Email:	
Name of Business: <u>Ashley Design Dallas Designs Salon</u>		
Address: <u>13831 W. Nine mile Rd.</u>		Phone: <u>248-542-8315</u>
City: <u>Oak Park</u>	State: <u>MI</u>	ZIP Code: <u>48237</u>
Type of Business: <u>Salon - hair</u>	Tax ID #:	
Proposed start of construction: <u>10-15-23</u>	Anticipated completion: <u>12-31-23</u>	
Short description of proposed work: <u>Exterior facade improvement</u>		

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Printed name of applicant: <i>Danny Kallabat - Oak Park Shops, LLC</i>	
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Printed name of Property Owner (if applicable): <i>Danny Kallabat - Oak Park Shops, LLC</i>	

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Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?	YES ☒	NO ☐

Date submitted for approval *9-20-23* Amount approved _____

Approved by CIA or City Council

YES ☐	NO ☐
------------------------------	-----------------------------

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

APPLICANT INFORMATION

Name of Applicant: Oak Park Shops, LLC
 Address: 29777 Telegraph Road, Suite 2631
 City: Southingfield State: MI ZIP Code: 48034
 Phone: 248-227-9101 Email: dannykallabat@comcast.net

FOR TENANTS

Name of Building Owner: _____
 Address of Building Owner: _____
 City: _____ State: _____ Zip Code: _____
 Phone: _____ Email: _____

PROPERTY TO BE IMPROVED

Name of Business: Shears in the Park barber salon
 Address: 13805 W. Nine mile Rd Phone: 248-545-9503
 City: Oak Park State: MI ZIP Code: 48237
 Type of Business: Barber shop Tax ID #: _____
 Proposed start of construction: 10-15-23 Anticipated completion: 12-31-23
 Short description of proposed work: Exterior facade improvement

ACKNOWLEDGEMENTS

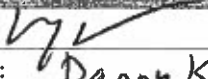
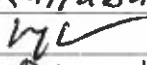
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SIGNATURES	
Signature of applicant: 	Date: 9-15-23
Printed name of applicant: Danny Kallabat ~ Oak Park Shops, LLC	
Signature of Property Owner (if applicable): 	Date: 9-15-23
Printed name of Property Owner (if applicable): Danny Kallabat ~ Oak Park Shops, LLC	
FOR EDP 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 ☐
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Are the proposed improvements consistent with the proposed Oak Park Design Guidelines?	YES ☒ NO ☐
Date submitted for approval 9-20-23 Amount approved _____	
Approved by CIA or City Council	
YES ☐	NO ☐

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

Name of Applicant: <u>OAK PARK Shops, LLC</u>		
Address: <u>29777 Telegraph Rd, Suite 2631</u>		
City: <u>Oak Southfield</u>	State: <u>MI</u>	ZIP Code: <u>48034</u>
Phone: <u>248-227-9101</u>	Email: <u>dannykallabat@comcast.net</u>	
Name of Building Owner: <u>OAK PARK Shops, LLC OK</u>		
Address of Building Owner:		
City:	State:	Zip Code:
Phone:	Email:	
Name of Business: <u>Motown Body Oils</u>		
Address: <u>13807 W. Nine Mile Rd</u>		Phone: <u>248-773-1475</u>
City: <u>OAK PARK</u>	State: <u>MI</u>	ZIP Code: <u>48237</u>
Type of Business: <u>Retail sale of body oil and lotions</u>	Tax ID #: <u>12-31-23 OK</u>	
Proposed start of construction: <u>10-15-23</u>	Anticipated completion: <u>12-31-23</u>	
Short description of proposed work: <u>Exterior facade improvement</u>		

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Signature of applicant: <i>[Signature]</i>	Date: 9-15-23
Printed name of applicant: Danny Kallabat - Oak Park Shops, LLC	
Signature of Property Owner (if applicable): <i>[Signature]</i>	Date: 9-15-23
Printed name of Property Owner (if applicable): Danny Kallabat - Oak Park Shops, LLC	

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 ☐
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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 9-20-23 Amount approved _____

Approved by CIA or City Council

YES ☐ NO ☐

CITY OF OAK PARK SMALL BUSINESS FAÇADE IMPROVEMENT PROGRAM

Name of Applicant: <u>Oak Park Shops, LLC</u>		
Address: <u>29777 Telegraph Rd. Suite 2631</u>		
City: <u>Southfield</u>	State: <u>MI</u>	ZIP Code: <u>48034</u>
Phone: <u>248-227-9101</u>	Email: <u>danny.kallabat@comcast.net</u>	
Name of Building Owner:		
Address of Building Owner:		
City:	State:	Zip Code:
Phone:	Email:	
Name of Business: <u>Bella Vamier</u>		
Address: <u>13821 and 13825 W. Nine Mile Rd.</u>		Phone: <u>248-812-7072</u>
City: <u>Oak Park</u>	State: <u>MI</u>	ZIP Code: <u>48237</u>
Type of Business: <u>Clothing Boutique</u>	Tax ID #:	
Proposed start of construction: <u>10-15-23</u>	Anticipated completion: <u>12-31-23</u>	
Short description of proposed work:		

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.

8. 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.

9. 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.

Signature of applicant: <u>[Signature]</u>	Date: <u>9-15-23</u>
Printed name of applicant: <u>Danny Kallabat - Oak Park Shops, LLC</u>	
Signature of Property Owner (if applicable): <u>[Signature]</u>	Date: <u>9-15-23</u>
Printed name of Property Owner (if applicable): <u>Danny Kallabat - Oak Park Shops, LLC</u>	

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 9-20-23 Amount approved _____

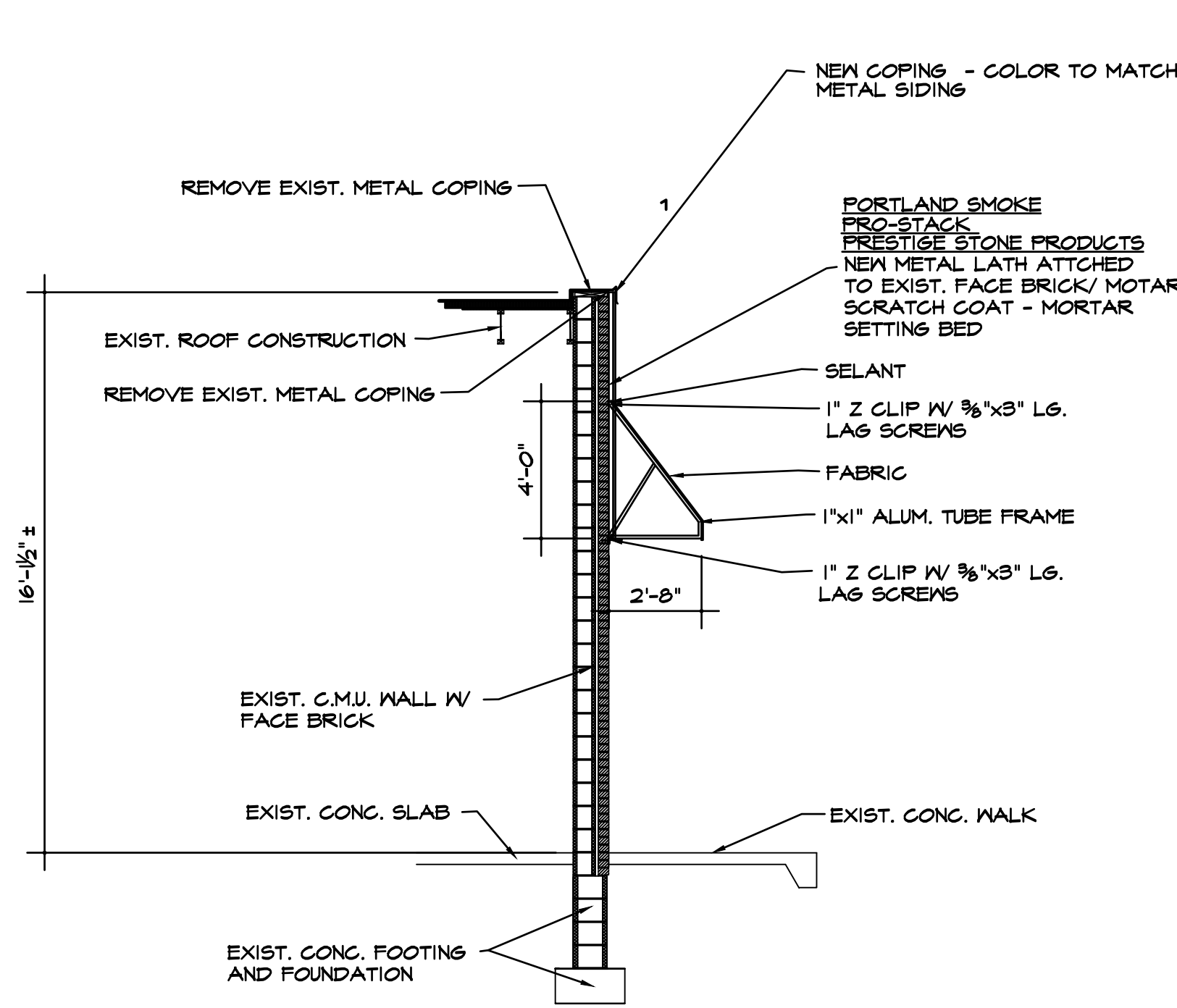
Approved by CIA or City Council

YES ☐	NO ☐
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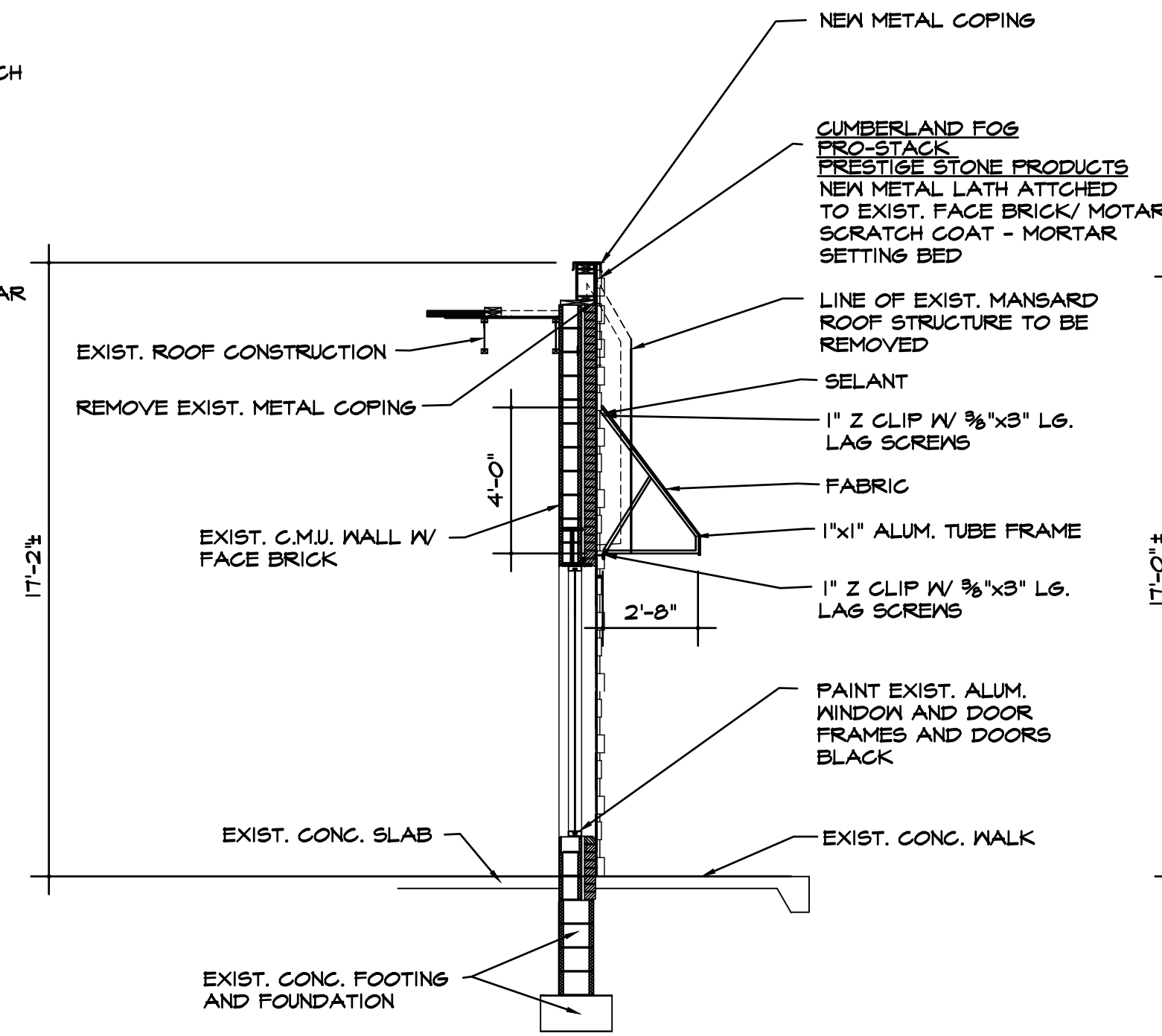


AI - EXIST. ELEVATIONS / DEMOLITION PLAN /
NEW ELEVATION

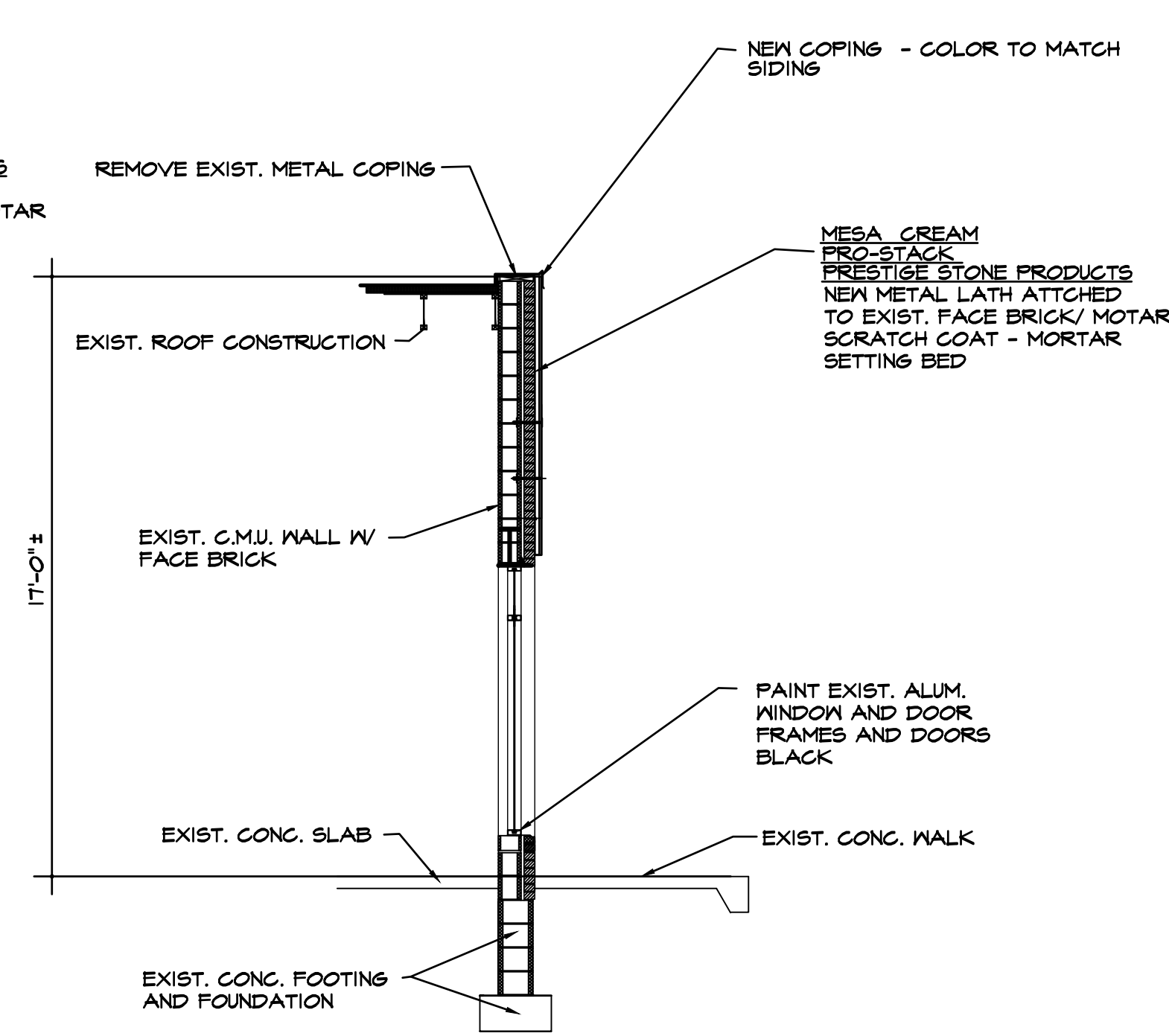
A2 - WALL SECTIONS



WALL SECTION "A"
SCALE: 1/4" = 1'-0"



WALL SECTION "B"
SCALE: 1/4" = 1'-0"



WALL SECTION "C"
SCALE: 1/4" = 1'-0"

Sheet Title
WALL SECTIONS
DETAILS

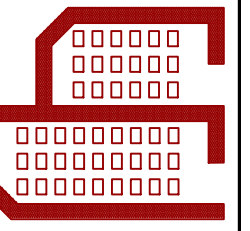
Project
**NEW ELEVATIONS for:
EXIST. STRIP CENTER**
3225 N. NINE MILE RD.
OAK PARKS, MI.
48061
Drawn By: J.S.B.
Checked By: R.A.S.

Job No. 21021

Date 6 JULY 23

Sheet No.

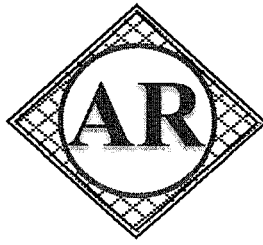
A2
OF 2



CREEKWOOD ARCHITECTURE, INC.
11111 s. creekwood
burton, michigan 48509
tel. (810) 742-0480
fax (810) 742-8393

Revisions

Q note 1



SAMONA CONSTRUCTION

Phone: (734) 945-5967 Fax: (248) 564-0862 Email: samonaconstruction@yahoo.com
7543 Greenway Lane | West Bloomfield | MI | 48324

Proposal / Contract
Owners: Danny Kalabat
Plaza
13855 W. Nine Mile Rd
Oak Park – Mi 48237

page 1 of 3

07/20/2023

Scope of work: Exterior construction

We hereby propose to furnish labor and materials completely in accordance with this agreement.

General Requirements

Provide general conditions, Materials, labor, and supervision necessary to complete the project.
Meet with city inspectors and maintain a safe working environment.

Exterior work

Demolition

- Demolish, remove, and discard existing metal canopy on store#1, metal mansard on store #2, canopy on store #3 metal canopy on store #4, aluminum frame, glass, and brick to enlarge store #2. per plan.

Framing

- Provide and frame walls for store #3 and #5 per plan

Manufacture Stone

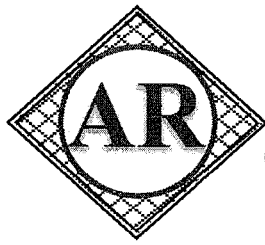
- Provide and install new manufacture stone on store #1, 2 and half of store #3 the stone product to use is Portland smoke pro-stack prestige stone,

Nichiha Wal panels

- Provide and install Nichiha wall panels on the half storefront of the store #3 and store #4.

Glass storefront

- Provide and install new glass storefront set in black aluminum frame for store number two.



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07/20/2023

Electric

- Provide and install decorative lights on the exterior four columns per plan.

Schedule start date

We can begin work on your project within 3 to 5 days after receipt of an authorized agreement, down payment, & approval from building department. The construction project will take approximately 6 to 8 weeks bearing no delays.

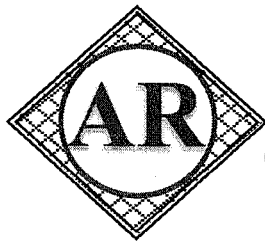
Delays may occur due to city official's inspections, more plan specs, no delay on payment draw request to be paid on time as requested, weather permitted and changes by owner, any of these delays if occur will change the completion schedule date.

Note

- AR Samona Construction gives a 1year warranty on material and 90 days on labor on construction part only
- Quote only for items listed above
- In an event where a change order is necessary, it will be issued by AR Samona Construction to be signed by both parties•
- All city requirement as third-party inspection fees and city engineering fees and bonds are responsibility of the owner
- Any additional plans or changes required by city officials or by the owner (it will be owner responsibility)
- This contract is only for the exterior work
- All canopies and signage by others (not included in this contract

Not included in quote:

- Building permit and architectural plan fee.
- Signage, canopies, awnings reinstall existing signage all exterior work as roof trim, copping and flashing and roofing, concretes, electrical lights added to the building other than the new decorative light fixture on the four columns.



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07/20/2023

Payment Terms

- Down payment in the amount of \$10,000 at signing this contract to lock in the cost and pay deposit for materials.
- 2nd draw after receiving the building permit in the amount of \$20,000
- 3rd draw after demolition, framing and rough electrical in the amount of \$20,000.
- Forth draw in the amount of 20,000 after manufactured stone is installed.
- Final payment after all the work in the contract is complete.

Total for the work listed above:
Seventy-Nine Thousand and Five Hundred Dollars
(79,500.00)

Acceptance of this proposal: The amount specified above, and the conditions of this proposal are satisfactory and hear-by accepted. Our company has been authorized to complete the work as specified.

Approved by

X _____ Date _____
Owner or person authorized by the owner.

X _____ Date _____

Quote 2

Quote #689

Fugon Construction LLC.

DATE: 08/03/2023

834 Crawford Street, Detroit - MI 48209

TO Danny Kalabat
Oak Park - MI13805 - 13845
JOB 12855 W. Nine Mile Rd.
F Oak Park - Mi 48237

	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Construction work will include the following: Take down all existing canopies		
	Install the following on the exterior elevation per plan, framing, sheathing, manufacture stone, Nichiha wall materials, glass storefront and electrical lamps on existing columns.		
	Excluded from this quote all building permit fees, roofing, signage, any site work.		
	To start construction, we will need building permit, signed contract and 25% down payment job will take about three months without any delays.		
	With your approvals of this quote, we will prepare an construction contract.		
	Total cost for labor and materials is: \$88,500.00		
	Thank you		
		SUBTOTAL	
		SALES TAX	
		TOTAL	88,500.00

THANK YOU FOR YOUR BUSINESS!