

Oak Park

City Council Agenda

September 6, 2022





AGENDA
REGULAR CITY COUNCIL MEETING
39th CITY COUNCIL
OAK PARK, MICHIGAN
September 6, 2022
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 of August 15, 2022**
 - B. Special City Council Meeting Minutes of August 15, 2022**
 - C. Corridor Improvement Authority Meeting Minutes of June 6, 2022**
 - D. Resolution scheduling the 2023 Regular City Council Meeting dates**
 - E. Request to approve the Calendar Year 2023 Free Garage Sale dates**
 - F. Resolution updating facsimile signatures at Fidelity Investments for Retiree Health Care**
 - G. Request to approve payment of invoices in the amount of \$28,750.00 to SmithGroup for the Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract**
 - H. Request to approve Payment Application No. 2 for the 2020 Catch Basin Line Replacement Project, M-712 to Great Lakes Contracting Solutions of Waterford, MI in the amount of \$10,000.00**
 - I. Request to approve Payment Application No. 2 for the 2022 Water Main Replacement Project, M-737, to Mark Anthony Contracting of Milford, Michigan in the amount of \$552,577.43**
 - J. Request to approve payment of an invoice from OHM Advisors for the GIS DWAM Grant and Nine Mile Road Design Engineering in the amount of \$50,963.25**
 - K. Request to approve the 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 subject to review by the City Attorney**
 - L. Beautification Advisory Commission resolution and recommendation for nominees for year 2022 Beautification Awards**
 - M. Licenses New and Renewals submitted for September 6, 2022**
-
- 7. SPECIAL RECOGNITION/PRESENTATIONS:**
 - A. Special Retirement Recognition for Sgt. James Vernier and Sgt. Walter Duncan**
 - B. Special Recognition – Book Beat 40 Year Anniversary**
 - C. Employee of the Year and Runner Up Presentation**
 - 8. PUBLIC HEARINGS:**
 - A. Public Hearing to receive public comments regarding the request by Oak Park Bar, LLC (Joseph Bongiovanni, Kristin Bongiovanni and Michael Lang) D/B/A Oak Parker, 13621 W. 11 Mile Road, for the issuance of a Class C Liquor License**

- B. Resolutions approving issuance of a Class C Liquor License to Oak Park Bar, LLC (Joseph Bongiovanni, Kristin Bongiovanni and Michael Lang) D/B/A Oak Parker, 13621 W. 11 Mile Road, Oak Park, Michigan 48237

9. COMMUNICATIONS: None

10. SPECIAL LICENSES:

- A. Request for a Special Event License and waiver of fee submitted by Thomas Zerafa, 24320 Seneca St., for the Seneca Street block party to be held September 18, 2022

11. ACCOUNTING REPORTS: None

12. BIDS: None

13. ORDINANCES:

- A. An ordinance to amend Chapter 22, Businesses, Article III, Advertising, Division 1, Generally, of the Code of Ordinances of the City of Oak Park, Michigan, by amending Section 22-58 and adding Sections 22-62 and 22-63 thereof (the proposed amendment establishes reasonable, predictable locations for the placement of commercial handbills)

14. CITY ATTORNEY:

15. CITY MANAGER:

Department of Technical and Planning - Engineering

- A. Resolution supporting the American Rescue Plan Act Matching Fund Program for the Water Tower Social District Eleven Mile Lot Reconstruction Project

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. ADJOURNMENT

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



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
August 15, 2022
7:00 PM**

5A

MINUTES

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

PRESENT: Mayor McClellan, Mayor ProTem Edgar, Council Member Burns,
Council Member Whitehead

ABSENT: Council Member Radner

OTHERS

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

APPROVAL OF AGENDA:

**CM-08-273-22 (AGENDA ITEM #4) ADOPTION OF THE AGENDA WITH
ADDITIONS – APPROVED**

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

Item # 10A – Radcliff Place Block Party Special Event rescheduled to September 4, 2022
Item # 15B – Public works auto purchase request

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-08-274-22 (AGENDA ITEM #5A-C) 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 of August 1, 2022 **CM-08-275-22**
- B. Request to approve Payment Application No. 1 in the amount of \$328,981.18 and Change Order No. 1 in the amount of (\$31,787.52) for the 2022 Sewer Lining Project, M-730 to Insituform Technologies of Chesterfield, Missouri **CM-08-276-22**
- C. Licenses New and Renewals submitted for August 15, 2022 **CM-08-277-22**

Absent: Radner

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS:

CM-08-279-22 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$15,013.34 - APPROVED

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoice #593526 and #593527 by Garan, Lucow, Miller P.C., for legal services rendered through July 31, 2022 in the total amount of \$15,013.34

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

MOTION DECLARED ADOPTED

BIDS:

CM-08-280-22 (AGENDA ITEM #12A) REQUEST TO AWARD THE BID FOR THE 2022 SEWER AND CATCH BASIN CLEANING AND TELEVISION PROJECT, M-747 TO DOETSCH ENVIRONMENTAL SERVICES OF WARREN, MI FOR THE TOTAL AMOUNT OF \$273,600.00 - APPROVED

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to award the bid for the 2022 Sewer and Catch Basin Cleaning and Television Project, M-747 to Doetsch Environmental Services of Warren, MI for the total amount of \$273,600.00.

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

MOTION DECLARED ADOPTED

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

Department of Technical and Planning - Engineering

CM-08-281-22 (AGENDA ITEM #15A) REQUEST TO APPROVE A ONE-YEAR CONTRACT EXTENSION OFFER FROM MATTIOLI CEMENT CO. LLC IN THE AMOUNT OF \$499,970.50 FOR THE 2022-2023 MISCELLANEOUS CONCRETE CONTRACT, M-745 - APPROVED

Motion by Burns, seconded by Whitehead, CARRIED UNANIMOUSLY, to approve a one-year contract extension offer from Mattioli Cement Co. LLC in the amount of \$499,970.50 for the 2022-2023 Miscellaneous Concrete Contract, M-745.

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

MOTION DECLARED ADOPTED

**CM-08-282-22 (AGENDA ITEM #15B) Added to the Agenda. REQUEST TO
AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO
PARTICIPATE IN THE STATE OF MICHIGAN (MIDEAL) AND
MACOMB COUNTY PRE-BID CONTRACTS FOR THE PURCHASE
OF A PUBLIC WORKS VEHICLE TOTALING \$46,483.00 -
APPROVED**

Motion by Whitehead, seconded by Edgar, CARRIED UNANIMOUSLY, to authorize the Public Works Department to participate in the State of Michigan (MiDeal) and Macomb County pre-bid contracts for the following vehicle purchase totaling \$46,483.00:

Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account:
2023 Ford F-150 4x4 SuperCrew	Public Works	\$46,483.00 (MiDeal and Macomb County Contracts)	Water / Sewer: 592-18.538-970.000

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Debra Abrams, 8450 Roseland Court, discussed the city's rat problem and suggested creative solutions for their remediation.

ADJOURNMENT:

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

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
August 15, 2022
6:00 PM**

5B

MINUTES

Mayor McClellan called the special meeting to order at 6:00 p.m. in the Executive Conference Room of Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237. (248) 691-7544.

PRESENT: Mayor McClellan, Mayor ProTem Edgar, Council Member Burns,
Council Member Whitehead

ABSENT: Council Member Radner

OTHERS

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

SPECIAL BUSINESS:

(AGENDA ITEM A) Reappointments to City Boards and Commissions

**SCM-08-271-22 REAPPOINTMENTS OF MEMBERS TO BOARDS AND
COMMISSIONS – APPROVED**

Motion by Whitehead, seconded by Edgar, CARRIED UNANIMOUSLY, to authorize the following reappointments of members to city boards and commissions:

APPOINTEE	BOARD	CURRENT TERM EXPIRES	NEW TERM EXPIRES
Sarah Davidson	Arts and Cultural Diversity Com	Aug 2022	August 2025
Tannis Cummings	Board of Review	Aug 2022	August 2025
Kevin DeVergilio	Corridor Improvement Authority	Aug 2022	August 2026
Patrick Peteet	Corridor Improvement Authority	Aug 2022	August 2026
Noson Daitchman	Library Board	Aug 2022	August 2024
Kenneth Sherman	Library Board	Aug 2022	August 2024
Andrew Cissell	Parks and Recreation Com	Aug 2022	August 2025
Dwight Thomas	Parks and Recreation Com	Aug 2022	August 2025
Theresa Lorick-Henderson	Parks and Recreation Com	Aug 2022	August 2025
Beverly Wiggins	Parks and Recreation Com	Aug 2022	August 2025
Michael Eizelman	Planning Commission	Aug 2022	August 2025
Howard Tkatch	Planning Commission	Aug 2022	August 2025
Jonathan Nachman	Recycling & Env. Commission	Aug 2022	August 2025
Meghan Oesterle	Recycling & Env. Commission	Aug 2022	August 2025
Richard Readus	Recycling & Env. Commission	Aug 2022	August 2025
Taleesa Anderson	Zoning Board of Appeals	Aug 2022	August 2025

And to not reappoint the following members:

NAME	BOARD	CURRENT TERM EXPIRES
John Klein	Traffic Safety Board	August 2022

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

MOTION DECLARED ADOPTED

(AGENDA ITEM B) Interview candidates for City Boards and Commissions

Council conducted interviews with the following candidates to fill vacancies on city boards and commissions:

Hilery Cash
Crystal Bailey
Ajai Tice
Aaron Kleid

SCM-08-272-22 MOTION TO APPOINT AJAI TICE TO THE PARKS AND RECREATION COMMISSION FOR A TERM TO EXPIRE AUGUST 31, 2025 – APPROVED

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to appoint Ajai Tice to the Parks and Recreation Commission for a term to expire August 31, 2025.

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

MOTION DECLARED ADOPTED

ADJOURNMENT:

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

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



CITY OF OAK PARK

Corridor Improvement Authority

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

CITY OF OAK PARK CORRIDOR IMPROVEMENT AUTHORITY BOARD MEETING MINUTES JUNE 16, 2022

Meeting was called to order at 12:00 p.m. in the Executive Conference Room, City Hall, 14000 Oak Park Blvd, Oak Park, MI 48237 by Chairperson Bishai and roll call was made.

PRESENT: Chairperson Bishai
Vice Chairperson Attisha
Board Member Jones
Board Member Peteet
Board Member Shamily

ABSENT: Board Member DeVergilio
Mayor McClellan

OTHERS PRESENT: City Planner Salam Habhab
City Clerk Ed Norris

3. APPROVAL OF AGENDA OF JUNE 16, 2022

MOTION by Attisha, SECONDED by Shamily, to approve the agenda for June 16, 2022 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES OF MAY 19, 2022

MOTION by Jones, SECONDED by Attisha, to approve the minutes of May 19, 2022 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

5. PUBLIC COMMENT: None

6. UNFINISHED BUSINESS:

A. Urban Main Update

An Urban Main update was provided by Dionne Baux, Vice President of Urban Development, National Main Street Center and Annaka Norris from Main Street Oakland County via Zoom.

B. Awards

The board continued their discussion regarding an award to incentivize businesses within the CIA district. Discussion focused on the possibility of a competition and the board was tasked with bringing specific award ideas and criteria to the next meeting.

7. NEW BUSINESS:

A. 11 Mile Parking Lot Update

Salam Habab provided an update on the 11 Mile Parking Lot Project and indicated that two grants are being sought for reconstruction of the parking areas and adding features to attract patrons to the area. A conceptual rendering was reviewed.

B. Budget Amendment

Salam also discussed plans to promote the project by holding an open house event to illustrate the proposed features. She suggested a budget amendment of \$2,000 to cover the cost of promoting the event which would come from the Façade Improvement Budget.

MOTION by Peteet, SECONDED by Jones, to authorize a budget amendment of \$2,000 for 11 Mile Event/Open house from the Façade Improvement Budget.

VOTE: Yes: Bishai, Jones, Attisha, Peteet, Shamily
 No: None

MOTION CARRIED

8. FINANCIAL REPORT: No changes since last month

9. BOARD MEMBER COMMENT:

10. ADJOURNMENT

Chairperson Bishai adjourned the meeting at 1:06 p.m.

Ed Norris, City Clerk

**RESOLUTION ADOPTING THE 2023 REGULAR MEETING
SCHEDULE OF THE OAK PARK CITY COUNCIL**

WHEREAS, the **Home Rule Charter for the City of Oak Park, Michigan** in **Chapter 7** captioned **The Council: Procedure and Miscellaneous Powers and Duties** in **Section 7.1** entitled **Regular meetings**, specifies that the council shall provide by resolution for the time and place of its regular meetings and shall hold at least two regular meetings each month.

WHEREAS, the City of Oak Park City Council Rules of Procedure, in Section 2 captioned City Council Meetings, Subsection A entitled Regular Meetings specifies that the Regular meetings of the City Council will be held on the first and third Mondays of each month, unless that day is a holiday or holiday eve.

WHEREAS, the City of Oak Park City Council Rules of Procedure, in Section 2 captioned City Council Meetings, Subsection A entitled Regular Meetings further specifies that before the end of the year, the Council will approve by resolution the Regular meeting schedule for the following calendar year, including exceptions to the first and third Monday meetings.

WHEREAS, the **Michigan “Open Meetings Act” (MCL 15.261 et. seq.)** in **Section 5, Subsection (2)** provides that for regular meetings of a public body, there shall be posted within 10 days after the first meeting of the public body in each calendar or fiscal year a public notice stating the dates, times, and places of its regular meetings.

NOW, THEREFORE, BE IT RESOLVED that the regular meetings of the Oak Park City Council for calendar year 2023 shall be held in the Council Chambers at the Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, Michigan, telephone number (248) 691-7544, at 7:00 P.M. on the following dates:

January 3 and 17 (On Monday, January 2, 2023 City Offices are closed in observance of New Year’s Day and Monday, January 16, 2023 in observance of Martin Luther King Jr. Day)

February 6 and 20

March 8 (Religious Holidays on Monday March 6 and 7, 2023) **and 20**

April 3 and 17

May 1 and 15

June 5 and 20 (Juneteenth observed on Monday, June 19, 2023)

July 3 and 17

August 7 and 21

September 5 (On Monday, September 4, 2023 City Offices are closed in observance of Labor Day) **and September 18**

October 2 and 16

November 6 and 20

November 13 (Organizational Meeting)

December 4 and 18

NOW, THEREFORE, BE IT FURTHER RESOLVED that the City Clerk be and is hereby directed to give public notice of the forgoing regular dates and times for City Council

meetings and the place at which meetings are to be held consistent with the requirements of **Section 5, Subsection (2)** of the “**Open Meetings Act**”.

I hereby certify that the forgoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on September 6, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the **Open Meetings Act, being Act 267 of the Public Acts of 1976**, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 6, 2022**AGENDA #** _____**SUBJECT:** Calendar Year 2023 Free Garage Sale Dates.**DEPARTMENT:** City Clerk

SUMMARY: Since 1993 City Council has authorized free garage sales during certain months of the year and has waived the requirements for permits and fees for those sales. The free garage sales tradition recognizes the importance of garage sales to the residents and is also an attempt to minimize the overall disruption of these events to once a month.

FINANCIAL STATEMENT: Minimal Loss of \$10.00 per Garage Sale Permit

RECOMMENDED ACTION: The City Council consider designating the following weekends of March, April, May, June, July, August, September and October of calendar year 2023 for Free Garage Sales and waive the requirements for permits and fees for those sales. The Free Garage Sale dates would be as follows:

Thursday, March 23	Friday, March 24	Saturday, March 25	Sunday, March 26
Thursday, April 27	Friday, April 28	Saturday, April 29	Sunday, April 30
Thursday, May 18	Friday, May 19	Saturday, May 20	Sunday, May 21
Thursday, June 22	Friday, June 23	Saturday, June 24	Sunday, June 25
Thursday, July 27	Friday, July 28	Saturday, July 29	Sunday, July 30
Thursday, Aug. 24	Friday, Aug. 25	Saturday, Aug. 26	Sunday, Aug. 27
Thursday, Sept. 21	Friday, Sept. 22	Saturday, Sept. 23	Sunday, Sept. 24
Thursday, Oct. 19	Friday, Oct. 20	Saturday, Oct. 21	Sunday, Oct. 22

It is also recommended that all participants in the Free Garage Sales be required to comply with the regulations for approved garage sales as outlined below:

- 1) No sale shall be conducted before 9:00 A.M. or after 7:00 P.M.
- 2) No outside display of merchandise to be sold will be permitted on any street, sidewalk, or any area between the street and sidewalk, and any such display of merchandise to be sold shall be located at least three feet back from the sidewalk.
- 3) Sale is for owner or occupant only and no merchandise shall be brought in to supplement the sale.
- 4) Signs shall not occupy any part of the right-of-way and shall not be posted on any utility pole or similar fixture anywhere within the City of Oak Park. No more than Two (2) signs totaling Six (6) sq. ft. shall be placed within the property lines to be used to advertise a garage sale and one additional sign at the end of the street with the permission of the property owner.

This item is being submitted for the City Council's consideration at this time with the expectation that if favorable action is taken, the dates as outlined above can be included in the Oak Park 2023 Calendar.

APPROVALS: City Manager: _____ ET _____

Director: _____ EN _____

Finance Director: _____ NA _____

EXHIBITS: None.

CITY OF OAK PARK, OAKLAND COUNTY, MICHIGAN

**RESOLUTION UPDATING FACSIMILE SIGNATURES AT
FIDELITY INVESTMENTS FOR RETIREE HEALTH CARE**

BE IT RESOLVED,

The institution of Fidelity Investments (the “Bank”) is hereby authorized and directed to honor as genuine and authorized instruments of the City of Oak Park Employees Retirement System for the Benefit of Oak Park Retirees Health Care any and all checks, drafts or other orders for the payment of money drawn in the name of the City of Oak Park and signed with the Authorized Facsimile(s) of any of the following:

AUTHORIZED TRUSTEES

Name:	Title:
Erik Tungate	City Manager
Saundra Crawford	Director of Finance/Treasurer
Steven Lukasik	Deputy Treasurer

FURTHER RESOLVED, that:

- (i) the City of Oak Park assumes full responsibility for any and all payments made by the Bank in reliance upon the Authorized Facsimile of any person or persons named in the foregoing resolution;
- (ii) the foregoing resolutions shall be in addition to any other resolutions now on file with the Bank, and that said resolutions shall continue in full force and effect; and
- (iii) an official of the City of Oak Park is authorized and directed to deliver to the Bank, a copy of this resolution and specimens of the Authorized Facsimiles of the persons named above.

I, T. Edwin Norris, duly authorized City Clerk of the City of Oak Park, Michigan; do hereby certify that the above resolution is a true and correct copy of a resolution adopted by the Oak Park City Council at a Regular Council Meeting held on September 6, 2022.

I further certify that there is no provision in the law or regulations governing said City of Oak Park which limits the power of the City of Oak Park to pass the foregoing resolution and that the same is in conformity with the law and regulations governing the City of Oak Park and has not been modified or rescinded and is in full force and effect.

T. Edwin Norris, City Clerk

CITY OF OAK PARK, OAKLAND COUNTY, MICHIGAN

**TRUSTEE SIGNATURES FOR FIDELITY
INVESTMENTS FOR RETIREE HEALTH CARE**

AUTHORIZED TRUSTEES

Name:

Title:

Signature:

Erik Tungate

City Manager

Saundra Crawford

Director of Finance/Treasurer

Steven Lukasik

Deputy Treasurer

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** September 6, 2022**SUBJECT:** Payment of Invoice from SmithGroup for Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract**DEPARTMENT:** City Manager's Office / Recreation**SUMMARY:** Attached are two invoices from SmithGroup for the Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract. Together, the invoices total \$28,750.00**FINANCIAL STATEMENT:** Funding (\$125,000) is available in the General Fund (101-19.752-818.000).

Original Contract Amount:	\$119,235.00
Amended Contract Amount (<i>approved 4/4/22</i>):	\$124,735.00
Total Payments to date:	\$22,120.50
Amount Due:	\$28,750.00
Balance:	\$73,864.50

RECOMMENDED ACTION: It is recommended that City Council approve the invoice payment to SmithGroup.**APPROVALS:**

City Manager: _____ ET _____

Department Director: _____ CV _____

Director of Finance: _____ SC _____

Budgeted: Yes X

EXHIBITS:

SmithGroup Amended Contract
SmithGroup original proposal
SmithGroup Invoice 4 & 5

INVOICE

SMITHGROUP

SMITHGROUP, INC

201 Depot Street, Second Floor
Ann Arbor, MI 48104
T 734.669.2736 F 313.442.8395
smithgroup.com

August 25, 2022

Project No: 13795

Invoice No: 0165059

Invoice Total	\$5,450.00
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Crystal VanVleck
City Manager of Community Services
City of Oak Park, Michigan
City Hall
14000 Oak Park Blvd
Oak Park, MI 48237

Professional Services from June 25, 2022 to July 29, 2022

Contract	000	City of Oak Park Parks and Recreation Master Plan Updates
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Fee

Billing Phase	Fee	Percent Complete	Total Earned	Previous Fee Billing	Current Fee Billing
Original Scope and Fee	73,735.00	30.00	22,120.50	22,120.50	0.00
Additional Stakeholder Engagement	18,000.00	75.00	13,500.00	10,800.00	2,700.00
Enhanced Statistical Community Survey	12,500.00	100.00	12,500.00	12,500.00	0.00
Four Additional Park Site Plans	15,000.00	0.00	0.00	0.00	0.00
Dewey Park	5,500.00	50.00	2,750.00	0.00	2,750.00
Total Fee	124,735.00		50,870.50	45,420.50	5,450.00
Total Fee					5,450.00
Total this Contract					\$5,450.00
Total this Invoice					<u>\$5,450.00</u>

Outstanding Invoices

Number	Date	Balance
0164257	7/26/2022	23,300.00
Total		23,300.00

"BE GREEN" - to receive your invoices via e-mail,
please contact Kim at the number above

SmithGroup PM

Mark Woodhurst

DUE AND PAYABLE UPON RECEIPT

Electronic Payments: SmithGroup, Comerica Bank (CMCA) #072000096, Account #1840094476

INVOICE

SMITHGROUP

SMITHGROUP, INC

201 Depot Street, Second Floor
Ann Arbor, MI 48104
T 734.669.2736 F 313.442.8395
smithgroup.com

July 26, 2022

Project No: 13795

Invoice No: 0164257

Invoice Total	\$23,300.00
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Crystal VanVleck
City Manager of Community Services
City of Oak Park, Michigan
City Hall
14000 Oak Park Blvd
Oak Park, MI 48237

Professional Services from April 30, 2022 to June 24, 2022

Contract	000	City of Oak Park Parks and Recreation Master Plan Updates
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Fee

Billing Phase	Fee	Percent Complete	Total Earned	Previous Fee Billing	Current Fee Billing
Original Scope and Fee	73,735.00	30.00	22,120.50	22,120.50	0.00
Additional Stakeholder Engagement	18,000.00	60.00	10,800.00	0.00	10,800.00
Enhanced Statistical Community Survey	12,500.00	100.00	12,500.00	0.00	12,500.00
Four Additional Park Site Plans	15,000.00	0.00	0.00	0.00	0.00
Dewey Park	5,500.00	0.00	0.00	0.00	0.00
Total Fee	124,735.00		45,420.50	22,120.50	23,300.00
Total Fee					23,300.00
Total this Contract					\$23,300.00
Total this Invoice					<u>\$23,300.00</u>

"BE GREEN" - to receive your invoices via e-mail,
please contact Kim at the number above

SmithGroup PM

Mark Woodhurst

DUE AND PAYABLE UPON RECEIPT

Electronic Payments: SmithGroup, Comerica Bank (CMCA) #072000096, Account #1840094476

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** September 6, 2022**AGENDA#****SUBJECT:** Proposed Final Payment Application No. 2 for the 2020 Catch Basin Line Replacement Project, M-712.**DEPARTMENT:** Technical & Planning– Engineering *KMG***SUMMARY:** Attached is the proposed final Payment Application No. 2 for the 2020 Catch Basin Line Replacement Project, M-712. This project is to replace deteriorated drainage pipes and structures within the City roadway with a focus on areas with deteriorated roadway as well. This project is 100% complete.**FINANCIAL STATEMENT:**

Original Contract Amount:	\$197,597.75
Change Order no. 1:	<u>\$ 22,618.00</u>
New Contract Amount:	\$220,215.75
 Total Completed to Date:	 \$220,215.75
Less Retainage:	\$ 0.00
Net Earned:	\$220,215.75
Deductions:	\$ 0.00
Balance:	\$220,215.75
Payments to Date:	<u>\$210,215.75</u>
Amount Due Great Lakes Contracting:	\$ 10,000.00

RECOMMENDED ACTION: It is recommended that final Payment Application no. 2 for the 2020 Catch Basin Line Replacement Project, M-712 be approved to Great Lakes Contracting Solutions of Waterford, MI for the amount of \$10,000.00. Funding is available in the Water & Sewer Fund (592-18-550-970) for this project.**APPROVALS:**City Manager: _____ ET _____ Department Director: _____ *KMG* _____

Director of Finance: _____ SC _____ Legal: _____ NA _____

Budgeted: ☐**EXHIBITS:** Payment Application No. 1

PAYMENT APPLICATION

PROJECT: 2020 CATCH BASIN LINE REPLACEMENT PROJECT
OWNER: CITY OF OAK PARK, MICHIGAN
CONTRACTOR: GREAT LAKES CONTRACTING SOLUTIONS
2300 EDINBURGH
WATERFORD, MI 48328

JOB NUMBER: M-712
APPLICATION NO.: 2 (FINAL)
PERIOD ENDING: 8/12/2022

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY	UNIT	UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	REMOVE CONCRETE PAVEMENT MODIFIED	610	SYD	\$ 13.85	0.00	\$0.00	1,102.91	\$15,275.30
2	CONCRETE PAVEMENT W/INT CURB AND GUTTER 9" CONC. MODIFIED	560	SYD	\$ 67.10	0.00	\$0.00	1,015.36	\$68,130.66
3	SIDEWALK CONC. NON-REINFORCED 6" SIDEWALK/DRIVE APP MODIFIED	445	SFT	\$ 8.55	0.00	\$0.00	761.96	\$6,514.76
4	SIDEWALK CONC. NON-REINFORCED 4" SIDEWALK/DRIVE APP MODIFIED	100	SFT	\$ 6.75	0.00	\$0.00	0.00	\$0.00
5	ADJUSTING DRAINAGE STRUCTURES	25	EA	\$ 835.00	0.00	\$0.00	28.00	\$23,380.00
6	24" CURB AND GUTTER SECTION 7" CONCRETE NON REINFORCED	50	LFT	\$ 24.75	0.00	\$0.00	13.00	\$321.75
7	SEWER REMOVE LESS THAN 24"	480	LFT	\$ 15.00	0.00	\$0.00	538.50	\$8,077.50
8	SEWER 8" SCHEDULE 40 PVC PIPE TRENCH DETAIL B	80	LFT	\$ 65.50	0.00	\$0.00	126.50	\$8,285.75
9	SEWER 10" SCHEDULE 40 PVC PIPE TRENCH DETAIL B	400	LFT	\$ 77.55	0.00	\$0.00	367.00	\$28,460.85
10	SEWER 12" SCHEDULE 40 PVC PIPE TRENCH DETAIL B	0	LFT	\$ 95.00	0.00	\$0.00	52.00	\$4,940.00
11	AGGREGATE BASE UNDER 9" CONCRETE (6" 21AA CR. LIMESTONE)	560	SYD	\$ 11.80	0.00	\$0.00	712.07	\$8,402.43
12	DRAINAGE STRUCTURE REMOVING MODIFIED	6	EA	\$ 587.00	0.00	\$0.00	1.00	\$587.00
13	DRAINAGE STRUCTURE, 24" INLET MODIFIED	4	EA	\$ 1,200.00	0.00	\$0.00	2.00	\$2,400.00
14	DRAINAGE STRUCTURE, 48" DIAMETER MODIFIED	2	EA	\$ 2,520.00	0.00	\$0.00	1.00	\$2,520.00
15	DRAINAGE STRUCTURE COVER	6,460	LBS	\$ 1.85	0.00	\$0.00	3,201.00	\$5,921.85
16	SEWER TRAP, 12" AND UNDER	12	EA	\$ 450.00	0.00	\$0.00	13.00	\$5,850.00
17	SEWER TAP, 12" AND UNDER	5	EA	\$ 400.00	0.00	\$0.00	1.00	\$400.00
18	4" OR 6" PVC PIPE WITH BACKFILL	10	LFT	\$ 35.00	0.00	\$0.00	25.00	\$875.00
19	TUCK POINT DRAINAGE STRUCTURE	5	EA	\$ 750.00	0.00	\$0.00	2.00	\$1,500.00
20	CLASS A SODDING	130	SYD	\$ 30.00	0.00	\$0.00	29.83	\$894.90
21	CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE	50	SFT	\$ 20.00	0.00	\$0.00	40.00	\$800.00
22	MOBILIZATION, 5% MAX	1	LSUM	\$ 8,600.00	0.00	\$0.00	1.00	\$8,600.00
23	MINOR TRAFFIC DEVICES, 5% MAX	1	LSUM	\$ 7,500.00	0.00	\$0.00	1.00	\$7,500.00
24	PROJECT CLEAN UP, 5% MAX	1	LSUM	\$ 7,500.00	0.00	\$0.00	1.00	\$7,500.00
25	INSPECTION CREW DAYS	5320	DAY	30	0.00	\$0.00	0.00	\$0.00
26	MORTON SEWER REPAIR	0	LSUM	\$ 3,078.00	0.00	\$0.00	1.00	\$3,078.00

Period Total Amount: \$0.00 Amount to Date: \$220,215.75

Original Contract Amount: \$197,597.75
Change Order No.1: \$22,618.00
\$220,215.75

Earnings This Period: \$0.00
Total Earnings to Date: \$220,215.75
Less Retainage: \$0.00
Net Earned: \$220,215.75
Deductions: \$0.00
Balance: \$220,215.75
Payments to Date: \$210,215.75

AMOUNT DUE GREAT LAKES CONTRACTING SOLUTIONS: \$10,000.00

Accepted By: Philip A. Galtier
Great Lakes Contracting Solutions

Date: Aug 22, 2022

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

Date: Aug 22, 2022

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** September 6, 2022**AGENDA#****SUBJECT:** Payment Application No. 2 for the 2022 Water Main Replacement Project, M-737.**DEPARTMENT:** Technical & Planning – Engineering *KMG***SUMMARY:** Attached is Payment Application No. 2 for the 2022 Water Main Replacement Project, M-737 by Mark Anthony Contracting of Milford, Michigan. This project is replacing the water mains in the areas shown on the attached map. This project is approximately 41% complete.**FINANCIAL STATEMENT:**

Original Contract Amount:	\$3,433,498.50
Total Completed to Date:	\$1,401,325.93
Less Retainage:	\$ 140,132.54
Net Earned:	\$1,261,192.82
Deductions:	\$ 0.00
Balance:	\$1,261,192.82
Payments to Date:	<u>\$ 708,615.39</u>
Amount Due Mark Anthony Contracting:	\$ 552,577.43

RECOMMENDED ACTION: It is recommended that Payment Application No. 2 for the 2022 Water Main Replacement Project, M-737, to Mark Anthony Contracting of Milford, Michigan be approved for the amount of \$552,577.43 is available in the Water and Sewer Fund 592-18-538-970 and Major Street Fund 202-18-479-970 for this expenditure.**APPROVALS:**City Manager: ET Department Director: KMGDirector of Finance: SC Legal: NABudgeted: ☐**EXHIBITS:** Payment Application No. 2, map

PAYMENT APPLICATION

PROJECT: 2022 Water Main & Road Reconstruction Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Mark Anthony Contracting Inc.
 4844 Old Plank Rd.
 Milford, MI 48381

JOB NUMBER: M-737
APPLICATION NO.: 2
PERIOD ENDING: 8/26/22
PAGE: 1 of 3

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	\$37,454.32	0.00	\$0.00	0.40	\$14,981.73
2	Minor Traffic Device, Modified SP	1	LSUM	\$24,082.31	0.00	\$0.00	0.40	\$9,632.92
3	Pavement Removal, Modified SP	16,170	SYD	\$8.06	4,950.15	\$39,898.21	8,909.22	\$71,808.31
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	60	EACH	\$81.15	14.00	\$1,136.10	48.00	\$3,895.20
5	Project Cleanup	1	LSUM	\$11,962.08	0.00	\$0.00	0.00	\$0.00
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	12,046	SYD	\$9.35	0.00	\$0.00	0.00	\$0.00
7	Earth Excavation	500	CYD	\$22.67	647.00	\$14,667.49	647.00	\$14,667.49
8	Subgrade Undercutting	1,000	CYD	\$68.50	0.00	\$0.00	0.00	\$0.00
9	Station Grading	31.62	STA	\$3,587.45	0.00	\$0.00	0.00	\$0.00
10	Drainage Structure Cover	22,240	LBS	\$1.38	4,896.00	\$6,756.48	7,344.00	\$10,134.72
11	Underdrain Subgrade, Open Graded 6", Modified SP	6,550	LFT	\$13.48	1,312.48	\$17,692.23	1,312.48	\$17,692.23
12	Conc. Pavt. 24" curb and gutter Section, Non-Reinf. 8", Modified SP	60	LFT	\$51.12	0.00	\$0.00	0.00	\$0.00
13	Conc. Pavt W/Integral curb and gutter, Non-Reinf. 8", Modified SP	12,026	SYD	\$54.52	0.00	\$0.00	0.00	\$0.00
14	Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk	19,200	SFT	\$4.85	0.00	\$0.00	0.00	\$0.00
15	Sidewalk Conc. NonReinf. Modified SP 6" Conc. Sidewalk	20,300	SFT	\$6.71	0.00	\$0.00	0.00	\$0.00
16	Class A Sodding, Modified SP	6,500	SYD	\$12.78	0.00	\$0.00	0.00	\$0.00
17	Water Main D.I CL 54 12" Trench Det B Modified	3,175	LFT	\$175.00	52.75	\$9,231.25	3,208.25	\$561,443.75
18	Water Main D.I CL 54 8" Trench Det B Modified	2,975	LFT	\$143.00	1,412.78	\$202,027.54	1,797.86	\$257,093.98
19	Northend Ave. Water main connect "A" Northend Ave. @ Whitmore Ave., North Side	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
20	Northend Ave. Water main connect "B" Northend Ave. @ Whitmore Ave., South Side	1	LSUM	\$5,500.00	1.00	\$5,500.00	1.00	\$5,500.00
21	Northend Ave. Water main connect "C" Northend Ave. @ Sussex Ave., North Side	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
22	Northend Ave. Water main connect "D" Northend Ave. @ Church Esmt., South Side	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
23	Northend Ave. Water main connect "E" Northend Ave. @ Church Ave., North Side	1	LSUM	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00
24	Northend Ave. Water main connect "F" Northend Ave. @ Kenosha Ave., North Side	1	LSUM	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00
25	Northend Ave. Water main connect "G" Northend Ave. @ Kenosha Ave., South Side	1	LSUM	\$4,500.00	1.00	\$4,500.00	1.00	\$4,500.00
26	Northend Ave. Water main connect "H" Northend Ave. @ Gardner Ave., North Side	1	LSUM	\$5,500.00	1.00	\$5,500.00	1.00	\$5,500.00
27	Northend Ave. Water main connect "I" Northend Ave. @ Cloverlawn Ave., North Side	1	LSUM	\$4,550.00	1.00	\$4,550.00	1.00	\$4,550.00
28	Northend Ave. Water main connect "J" Northend Ave. @ Parklawn Ave., North Side	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00

29	Northend Ave. Water main connect "K" Northend Ave. @ Parklawn Ave., South Side	1	LSUM	\$5,500.00	1.00	\$5,500.00	1.00	\$5,500.00
30	Northend Ave. Water main connect "L" Northend Ave. @ Kipling Ave., North Side	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
31	Northend Ave. Water main connect "M" Northend Ave. @ Kipling Ave., South Side	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
32	Northend Ave. Water main connect "N" Northend Ave. @ Westhampton Ave., North Side	1	LSUM	\$4,800.00	1.00	\$4,800.00	1.00	\$4,800.00
33	Northend Ave. Water main connect "O" Northend Ave. @ Westhampton Ave., South Side	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
34	Northend Ave. Water main connect "P" Northend Ave. @ Ridgedale Ave., North Side	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
35	Northend Ave. Water main connect "Q" Northend Ave. @ Ridgedale Ave., South Side	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
36	Northend Ave. Water main connect "R" Northend Ave. @ Cooldige Place Dr., South Side	1	LSUM	\$5,000.00	1.00	\$5,000.00	1.00	\$5,000.00
37	Northend Ave. Water main connect "S" Northend Ave. @ Cooldige Hwy.	1	LSUM	\$19,858.00	1.00	\$19,858.00	1.00	\$19,858.00
38	Cloverlawn Ave. Water Main Connection "A" Cloverlawn Ave. @ Oak Park Blvd.	1	LSUM	\$5,500.00	0.00	\$0.00	0.00	\$0.00
39	Cloverlawn Ave. Water Main Connection "B" Cloverlawn Ave. @ Kenwood Ave.	1	LSUM	\$5,500.00	0.00	\$0.00	0.00	\$0.00
40	Parklawn Ave. Water Main Connection "C" Parklawn Ave. @ Oak Park Blvd	1	LSUM	\$6,000.00	0.00	\$0.00	0.00	\$0.00
41	Parklawn Ave. Water Main Connection "D" Parklawn Ave. @ Kenwood Ave.	1	LSUM	\$10,800.00	0.00	\$0.00	0.00	\$0.00
42	Install Fire Hydrant EJIW 58R-250	13	EACH	\$6,500.00	9.00	\$58,500.00	9.00	\$58,500.00
43	Install 8" Gate Valve and Well	19	EACH	\$5,777.00	6.00	\$34,662.00	18.00	\$103,986.00
44	Install 12" Gate Valve and Well	7	EACH	\$7,777.00	2.00	\$15,554.00	7.00	\$54,439.00
45	Remove & Replace Short Side Service Curb Box 3/4" to 2"	66	EACH	\$550.00	28.00	\$15,400.00	28.00	\$15,400.00
46	Service Transfers	102	EACH	\$788.00	28.00	\$22,064.00	28.00	\$22,064.00
47	3/4" to 2" Diameter Type K Copper	1,325	LFT	\$32.00	1,116.00	\$35,712.00	1,116.00	\$35,712.00
48	24" Drainage Structure, Inlet	12	EACH	\$1,370.66	0.00	\$0.00	0.00	\$0.00
49	48" Drainage Structure	22	EACH	\$2,939.78	0.00	\$0.00	0.00	\$0.00
50	Sewer Pipe, 12" Reinf. Concrete Pipe	1,050	LFT	\$65.74	70.31	\$4,622.18	70.31	\$4,622.18
51	Remove Existing Fire Hydrant	6	EACH	\$650.00	4.00	\$2,600.00	4.00	\$2,600.00
52	Remove Existing Gate Valve and Well	27	EACH	\$850.00	26.00	\$22,100.00	26.00	\$22,100.00
53	Drainage Structure Remove	35	EACH	\$480.00	2.00	\$960.00	3.00	\$1,440.00
54	Drainage Structure Adjust	6	EACH	\$280.52	0.00	\$0.00	0.00	\$0.00
55	Sewer Pipe, Remove, 12" and uner	1,085	LFT	\$10.47	70.31	\$736.15	70.31	\$736.15
56	Crossing Existing Water Mains, Sewers, and sewer leads	20	EACH	\$1.28	0.00	\$0.00	0.00	\$0.00
57	Cast in Place Detectable, Tactile warning Surfaces	600	SFT	\$43.35	0.00	\$0.00	0.00	\$0.00
58	Abandon Existing Water Mains, Northend Ave.	1	LSUM	\$30,224.70	0.00	\$0.00	0.00	\$0.00
59	Abandon Existing Water Mains, Cloverlawn Ave. and Parklawn Ave.	1	LSUM	\$5,112.35	0.00	\$0.00	0.00	\$0.00
60	Maintenance Gravel, Modified SP	1,000	TON	\$21.67	0.00	\$0.00	398.29	\$8,630.94
61	Salvage Sign, Modified SP	20	EACH	\$89.46	5.00	\$447.30	6.00	\$536.76
62	Unidentified Irrigation System Repairs - Sprinkler Lines	500	LFT	\$4.98	0.00	\$0.00	0.00	\$0.00
63	Unidentified Irrigation System Repairs - Sprinkler Heads	100	EACH	\$87.86	0.00	\$0.00	0.00	\$0.00

\$613,974.93

\$1,401,325.36

Original Contract Amount: \$3,433,498.50

Earnings This Period:	\$613,974.93
Total Earnings to Date:	\$1,401,325.36
Less Retainage:	\$140,132.54
Net Earned:	\$1,261,192.82
Deductions:	\$0.00
Balance:	\$1,261,192.82
Payments to Date:	\$708,615.39

Amount Due: \$552,577.43

Accepted By:

Bret Sheffer

Mark Anthony Contracting Inc.

Date: Aug 29, 2022

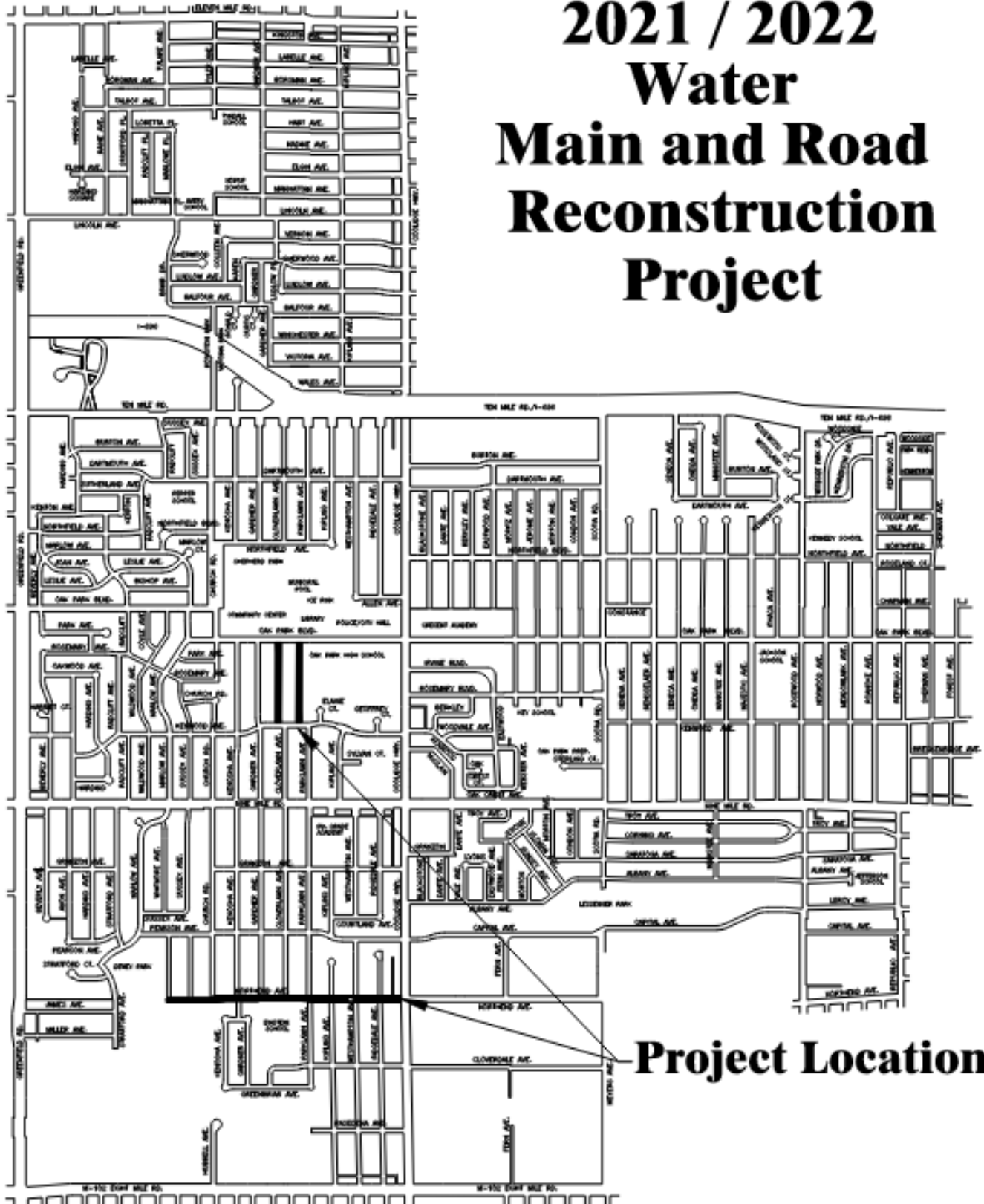
Kara M. Grisamer

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

Date: Aug 29, 2022

City of Oak Park

2021 / 2022 Water Main and Road Reconstruction Project



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** September 6, 2022**AGENDA #****SUBJECT:** Proposed payment request for Engineering Consulting Services.**DEPARTMENT:** DPW/Technical & Planning – 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	\$20,599.00	\$0.00	\$20,599.00	\$240,000.00	592-18-538-930
Nine Mile Rd Design Engineering	\$30,364.25	\$71,797.75	\$102,162.00	\$161,500.00	202-18-479-801
Totals	\$50,963.25	\$71,797.75	\$122,761.00	\$401,500.00	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of \$50,963.25. Funding is available in the above listed accounts.

APPROVALS:City Manager: _____ET_____ Department Director: _____*KMG*_____Finance Director: _____SC_____ City Attorney: _____*N/A*_____

Budgeted: X

EXHIBITS: Invoices

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: 08/19/2022
Invoice #: 54147
Project: 0037228040

Project Name: Oak Park GIS DWAM

For Professional Services Rendered Through: August 06, 2022

Professional Services

Description	Fee	Prior Billed	Total Available	Current Billing
Task 1: City & OHM Meetings	\$2,500.00	\$0.00	\$2,500.00	\$1,358.00
Task 2: Field Data Colleciton	\$160,000.00	\$0.00	\$160,000.00	\$19,241.00
Task 3: GIS Topology / Attribution Updates	\$30,000.00	\$0.00	\$30,000.00	\$0.00
Task 4: Application Development	\$45,000.00	\$0.00	\$45,000.00	\$0.00
Task 5: Eos GPS Configuration and Training	\$2,500.00	\$0.00	\$2,500.00	\$0.00
Totals	\$240,000.00	\$0.00	\$240,000.00	\$20,599.00

Invoice Total \$20,599.00

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: 08/19/2022
Invoice #: 54147
Project: 0037228040

Project Name: Oak Park GIS DWAM

Task 1: City & OHM Meetings

Professional Services

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician III	4.00	125.00	\$500.00
Technician IV	6.00	143.00	\$858.00
Professional Services Subtotal	10.00		\$1,358.00
Task 1: City & OHM Meetings Total:	10.00		\$1,358.00

Task 2: Field Data Colleciton

Professional Services

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Engineering/Architectural Aide	67.50	70.00	\$4,725.00
Technician I	141.50	87.00	\$12,310.50
Technician III	16.50	125.00	\$2,062.50
Technician IV	1.00	143.00	\$143.00
Professional Services Subtotal	226.50		\$19,241.00
Task 2: Field Data Colleciton Total:	226.50		\$19,241.00

Total Backup:	236.50	\$20,599.00
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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: 08/19/2022
Invoice #: 54146
Project: 0037220021

Project Name: 9 Mile Road - Cloverlawn to Republic

For Professional Services Rendered Through: August 06, 2022

Professional Services

Description	Fee	Prior Billed	Total Available	Current Billing
9 Mile Road - Cloverlawn to Republic	\$161,500.00	\$71,797.75	\$89,702.25	\$30,364.25

Invoice Total

\$30,364.25

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: 08/19/2022
Invoice #: 54146
Project: 0037220021

Project Name: 9 Mile Road - Cloverlawn to Republic

Professional Services

	Hours	Rate	Amount
Associate	.50	187.00	\$93.50
Engineering/Architectural Aide	131.00	70.00	\$9,170.00
Professional Engineer/Architect II	94.25	155.00	\$14,608.75
Sr. Associate	17.50	198.00	\$3,465.00
Surveyor II	10.50	110.00	\$1,155.00
Surveyor III	16.00	117.00	\$1,872.00
Professional Services Subtotal	269.75		\$30,364.25

Total Backup:

269.75

\$30,364.25



5K

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 6, 2022

AGENDA #

SUBJECT: Maintenance 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.

DEPARTMENT: Department of Public Works - *DED*

SUMMARY: The Road Commission for Oakland County has offered to compensate the City of Oak Park \$51,167.59 for winter maintenance on Greenfield Road from Eight to Eleven Mile Roads and on Ten Mile Road from Greenfield to Woodward. This contract includes a 3% price increase from last year (\$49,677.29). If executed, this will require our City crews to plow and salt these sections of roadway as needed throughout the winter.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that the City Council approve the attached 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 upon review from the City Attorney's office.

APPROVALS:

City Manager: _____ ET

Department Director: _____ *DED*

Finance Director: _____ SC

Legal: _____

Budgeted: X

EXHIBITS: Agreement



QUALITY LIFE THROUGH GOOD ROADS:
ROAD COMMISSION FOR OAKLAND COUNTY
"WE CARE."

Board of Road Commissioners

Ronald J. Fowkes
Commissioner

Andrea LaLonde
Commissioner

Nancy Quarles
Commissioner

Dennis G. Kolar, P.E.
Managing Director

Gary Piotrowicz, P.E., P.T.O.E.
Deputy Managing Director
County Highway Engineer

Highway Maintenance
Department

2420 Pontiac Lake Road
Waterford, MI 48328

248-858-4881

FAX
248-858-7607

www.rcocweb.org

August 18, 2022

Mr. Dave DeCoster
Director of Public Works
City of Oak Park
10600 Capital
Oak Park, MI 48237

RE: 2022-2023 Winter Maintenance Agreement

Dear Mr. DeCoster

Attached are two copies of a Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Oak Park.

This 2022-2023 agreement has an increase of 3%, which increases the amount from \$49,677.29 to \$51,167.59.

If this agreement is satisfactory, please electronically send one signed copy of the agreement and the resolution of approval by your Board to my secretary Gloria Greenwood, email, ggreenwood@rcoc.org. One fully signed copy will be returned to you upon approval by the Board of Road Commissioners.

Please furnish proof that your liability insurance covers this agreement, and particularly covers your personnel and equipment working on county roads under the jurisdiction of the Board of Road Commissioners. If there are any changes in this coverage during the term of this agreement, we must be notified of these changes. We will also need a current certificate of membership in the Michigan Municipal Workers Compensation Fund.

The Board of Road Commissioners and I extend our appreciation to you, the City Council, and your personnel for the fine work that has been done. We will continue to cooperate in any way to provide our citizens with the best road system possible.

We request that your signed agreement be returned to us no later than the end of November, so that we may present the agreement to our Board prior to the end of the year, which will allow RCOC to make payments per the agreement.

Sincerely,

Darryl M. Heid, P.E.
Director of Highway Maintenance

/gg
Attachment

2022-2023 WINTER MAINTENANCE AGREEMENT
CITY OF OAK PARK

Under 1951 PA 51, As Amended

This Winter Maintenance Agreement ("Agreement") is made this ____ day of _____, 2022, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, hereinafter referred to as the "Board," and the City of Oak Park, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the "City."

WHEREAS, certain county primary and local roads more specifically set forth in Exhibit A, attached hereto, are under the jurisdiction and control of the Board and are located within or adjacent to the City; and

WHEREAS, The City desires to be responsible for certain winter maintenance of said roads under the terms of this Agreement, and the Board is willing to participate in the cost thereof as provided in Section III of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein as provided, it is hereby agreed as follows:

I

The City will perform Winter Maintenance of certain roads under the terms of this Agreement, and the Board will participate in the cost thereof as provided in Section III of this Agreement. "Winter Maintenance," herein required to be performed by the City, shall mean snow removal and ice control, on all roads listed in Exhibit A, as follows: Snow removal by blading, plowing and other methods necessary to make the roads reasonably safe for public travel, and ice control by salting, sanding, scraping and other methods necessary to make the roads reasonably safe for public travel, together with such other work and services, such as recordkeeping and insurance, required by this Agreement. All Winter Maintenance work and services performed by the City shall be in accordance with the Board's maintenance guidelines, including the Board adopted Winter Maintenance Guidelines, the Board's standard practices and this Agreement.

II

The City shall keep accurate and uniform records of all Winter Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the assumption of Winter Maintenance by the City, the Board hereby agrees to pay to the City the sum of \$51,167.59, as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Winter Maintenance. Payments are to be made by the Board to the City as follows:

50% in December 2022
50% in March 2023

The making of said payments shall constitute the Board's entire obligation in reference to Winter Maintenance.

IV

The City hereby agrees to hold harmless, represent, defend and indemnify the Board, the Road Commission for Oakland County, its officers, and employees; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; and any and all local units(s) of government within which the roads subject to this Agreement are located, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons (including death), or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, specifically those activities set out in Section I, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Winter Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the Board. Therefore, the City falls within the governmental immunity protection of the Board.

During that part of the year that the City is providing Winter Maintenance under Section I, the City agrees to promptly notify the Board as soon as possible, but not longer than 5 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Winter Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation insurance, employer's liability insurance, automobile and comprehensive general liability insurance coverages, as more fully described in Exhibit B attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement.

VI

The City further agrees to comply with all applicable laws and regulations, including without limitation, laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 Public Acts No. 220 and 453, being MCLA §§37.1209 and 37.2209, as the same may be amended, the City and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status; or because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

It is the intention of the parties hereto that this Agreement is not made for the benefit of any third party.

It is anticipated that subsequent agreements regarding Winter Maintenance activities will be executed annually by the Parties hereto.

The terms and conditions of this Agreement shall become effective on October 1, 2022 and shall continue in full force and effect until a subsequent Winter Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Winter Maintenance agreement has not been executed by the parties hereto on or before September 1, 2023, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

This Agreement is executed by the Board at its meeting of _____,
and by the City by authority of a resolution of its governing body, adopted _____,
(copy attached as Exhibit C).

Witnesses:

CITY OF OAK PARK
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF OAKLAND,
A Public Body Corporate

_____ By: _____

Its: _____

_____ By: _____

Its: _____

WINTER MAINTENANCE
2022-2023

CITY OF OAK PARK

EXHIBIT A

10 MILE ROAD

Extending from Woodward Avenue to Greenfield

<u>Miles</u>	<u>Cost Per Mile</u>	
4.92	\$4,191.15	\$ 20,620.46
<u>0.53</u>	\$7,334.54	\$ 3,887.31
5.45		\$ 24,507.76

GREENFIELD ROAD

Extending from Eight Mile Road to Eleven Mile Road

<u>Miles</u>	<u>Cost Per Mile</u>	
0.28	\$7,334.54	\$ 2,053.67
<u>2.72</u>	\$9,046.38	\$ 24,606.15
3.00		\$ 26,659.82

Total Miles

8.45

TOTAL

\$ 51,167.59

TWO LANES (\$4,191.15 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
4.92	\$4,191.15	\$ 20,620.46

FOUR OR FIVE LANES (7,334.54 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
0.81	\$7,334.54	\$ 5,940.98

SIX OR MORE LANES (\$9,046.38 per mile)

<u>Miles</u>	<u>Cost Per Mile</u>	
2.72	\$9,046.38	\$ 24,606.15

Total Miles

8.45

TOTAL

\$ 51,167.59

50% in December 2022

\$ 25,583.80

50% in March 2023

\$ 25,583.79

\$ 51,167.59

EXHIBIT B

2022-2023 WINTER MAINTENANCE AGREEMENT

ROAD COMMISSION FOR OAKLAND COUNTY

INSURANCE PROVISION (CITY)

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Road Commission for Oakland County, copies of completed certificates of insurance as evidence that he carries adequate insurance satisfactory to the Board. Insurance coverage shall be provided in accordance with the following:

- a. Worker's Compensation and Employer's Liability Insurance: The insurance shall provide worker's compensation protection for the City's employees, to the statutory limits of the State of Michigan, and provide Part B Employers Liability as follows:

Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

The indemnification obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker's disability compensation coverage established by law.

- b. Bodily Injury and Property Damage: The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operation for one year, after completion of the work.
1. Bodily Injury and Property Damage Other Than Automobile: The minimum limits of property damage and bodily injury liability covering each contract shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Aggregate \$2,000,000
Each Occurrence \$1,000,000	
Aggregate \$2,000,000	

Such insurance shall include: 1) explosion, collapse, and underground damage hazards (x,c,u), which shall include, but not be limited to coverage for (a) underground damage to facilities due to drilling and excavating with mechanical equipment; and (b) collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition; (2) products and completed operations; (3) contractual liability; and (4) independent contractors coverages.

2. Bodily Injury Liability and Property Damage Automobiles: The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury and Property Damage Liability:	or: Combined Single Limit:
Each Person \$1,000,000	Each Occurrence: \$1,000,000
Each Occurrence \$1,000,000	

Such insurance shall include coverage for all owned, hired, and non-owned vehicles.

- a. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- b. The City shall provide for and in behalf of the Road Commission for Oakland County and all agencies specified by the Road Commission, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's General Liability Insurance.
- c. Notice – The City shall not cancel, renew, or non-renew the coverage of any insurance required by this Section without providing 30-day prior written notice to the Road Commission for Oakland County. All such insurance shall include an endorsement whereby the insurer shall agree to notify the Road Commission for Oakland County immediately of any reduction by the City. The City shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force. If the City cannot secure the required insurance within 30 days, the Board reserves the right to terminate the Contract.
- d. Reports: The City or its insurance carrier shall promptly report to the Road Commission all of the following events each time as they occur: Claims received, claims investigations made, and disposition of claims.

See provisions of the maintenance agreement to which this Exhibit B is attached.



5L

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: September 6, 2022

AGENDA #

SUBJECT: Beautification Advisory Commission resolution and recommendation for nominees for year 2022 Beautification Awards.

DEPARTMENT: Public Works - *DED*

SUMMARY: After two years COVID restrictions, the 2022 Beautification Awards will be held in-person again this year. The Beautification Advisory Commission has recommended to City Council that 59 homes and businesses receive Beautification Awards this year. The award is for recognition of outstanding service to the City of Oak Park in the area of aesthetic care and beautification.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council adopt the resolution expressing the City of Oak Park's gratitude and appreciation. It is further recommended that City Council approve the nominations for award recipients for their contribution to the beauty of the City of Oak Park.

APPROVALS:

City Manager: _____ ET

Department Director: _____ *DED*

Finance Director: _____ SC

Legal: _____ NA

Budgeted: ☐

EXHIBITS: Attached Resolution, List of Award Nominees

Resolution

The following Resolution was passed by the City Council of the City of Oak Park, Michigan, upon the recommendation of the Beautification Advisory Commission, at the Regular City Council Meeting on September 6, 2022.

WHEREAS, *The Mayor and City Council of the City of Oak Park wish to express, on behalf of the City, their appreciation to*

In recognition of outstanding service to the community in the area of aesthetic care and beautification; and

WHEREAS, *the above named has at all times furthered those ideals that contribute to a better community.*

NOW, THEREFORE, BE IT RESOLVED *that the Mayor and City Council, being the duly elected voice of the people of Oak Park, express the City's appreciation and recognition for services performed; and*

BE IT FURTHER RESOLVED *that a copy of this resolution be presented to the above named, that it may serve as a lasting expression of the City's gratitude and appreciation of their contribution to the beauty of the City of Oak Park, Michigan.*

Marian McClellan, Mayor

Julie Edgar, Mayor Pro Tem

Carolyn Burns

Solomon Radner

Shaun Whitehead

BAC AWARDS WINNERS LIST

1	24300 BERKLEY	31	23161 MARLOW
2	23520 BEVERLY	32	26031 MARLOWE PL.
3	24251 BLACKSTONE	33	24241 MORITZ
4	24031 BLACKSTONE	34	12841 NORTHFIELD
5	10221 CAPITAL	35	15401 OAKWOOD DR.
6	24620 CHURCH	36	10450 ONEIDA
7	21841 CHURCH	37	26250 RAINE
8	25501 COLLEEN	38	22011 RIDGEDALE
9	25500 COLLEEN	39	15450 ROSEMARY
10	21111 COOLIDGE	40	15300 ROSEMARY
11	24331 DANTE	41	15230 ROSEMARY
12	24221 DANTE	42	15225 ROSEMARY
13	13420 DARTMOUTH	43	14500 ROSEMARY
14	13001 DARTMOUTH	44	13420 ROSEMARY BLVD.
15	24271 EASTWOOD	45	13410 ROSEMARY BLVD.
16	24260 EASTWOOD	46	24001 SCOTIA
17	14061 ELGIN	47	23830 SENECA
18	23221 FOREST	48	24461 SHERMAN
19	25514 GARDNER	49	23840 SHERMAN
20	26660 GREENFIELD	50	12791 STERLING CT.
21	22000 GREENFIELD	51	12780 STERLING CT.
22	21629 GREENFIELD	52	23060 SUSSEX
23	24721 KENOSHA	53	14710 TALBOT
24	24720 KENOSHA	54	14401 VERNON
25	24710 KENOSHA	55	14400 W 10. MILE RD
26	24640 KENOSHA	56	14390 W 10. MILE RD
27	15200 KENWOOD	57	14350 W 10. MILE RD
28	21631 KIPLING	58	21730 WESTHAMPTON
29	14800 LINCOLN	59	8429 YALE
30	24520 MANISTEE		

MERCHANT'S LICENSES - SEPTEMBER 6, 2022

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS		FEES	BUSINESS TYPE
GRACE SENIOR SOLUTIONS LLC	15075 LINCOLN AVE # 113	CB223969	\$150.00	OFFICE
PUCK HCKY LLC	21340 COOLIDGE HWY	CB223962	\$150.00	CLOTHING WAREHOUSE
WICKSUP CANDLE CO LLC	21700 GREENFIELD RD # LL5	CB223971	\$150.00	CANDLE STORE
BETSYS BRIDE & FORMAL	24695 COOLIDGE	CB223955	\$150.00	BRIDALS & EVENING BY APPT ONLY
RENEWALS FOR 2022	ADDRESS		FEES	BUSINESS TYPE
COLLAB OF BEAUTY	22115 COOLIDGE HWY	CB223747	\$225.00	RETAIL
JOYFUL TOTS CHILDCARE LEARNING CENTER	22141 COOLIDGE HWY	CB223402	\$150.00	DAYCARE
NEWTON STYLE	25201 COOLIDGE HWY	CB223843	\$225.00	MULTICUTURAL HAIR SALON
OFFICE DEPOT	21110 GREENFIELD RD	CB223236	\$225.00	RETAIL
BAGZ-N-BOUJEE LLC	21700 GREENFIELD RD # 449	CB223884	\$225.00	RETAIL
LAW OFFICE OF KARRI MITCHELL	21900 GREENFIELD RD	CB223719	\$225.00	LAW OFFICE
NEIGHBOR OAK PARK	8600 W NINE MILE RD	CB223562	\$150.00	GAS STATION

DISCOVERED OPERATING WITHOUT A BL	ADDRESS	FEES	BUSINESS TYPE
--	----------------	-------------	----------------------

TO: The Oak Park City Council

FROM: Erik Tungate, City Manager

DATE: August 31, 2022

RE: Approval of the Class C Liquor License Application for Oak Park Bar, LLC
(Joseph Lawrence Bongiovanni, Kristin Paige Bongiovanni and Michael Lang)
D/B/A Oak Parker, 13621 W. 11 Mile

PURPOSE(S) OF ACTION:

To consider the approval of the issuance of a Class C Liquor License for the above-described establishment.

BACKGROUND/KEY ISSUES/CONTRIBUTING FACTORS:

Chapter 6, captioned Alcoholic Liquor, Article III, entitled Regulation of On-the-Premises Consumption of the Code of Ordinances in Section 6-54. - Licensing policy, specifies that an applicant for a license must obtain approval from both the State of Michigan and the City of Oak Park, that new licenses and transfers of licenses into the City require the prior approval of the City Council and that no person shall engage in the business of selling alcoholic liquor for consumption on the premises in the City of Oak Park, Michigan without first obtaining a special land use approval, as required by the Zoning Act and entering into a contract with the City.

Sec. 6-56. - Application for license, outlines the process for obtaining a Class C Liquor License from the City.

Sec. 6-58. - Review procedures, requires that the City Clerk distribute an application for a Class C Liquor License to the appropriate departments for certifications by the Director of Technical and Planning Services that the building or structures to which the License will apply meet all applicable building and property maintenance codes or that acceptable building plans for work which will satisfy all such codes have been submitted, that the location is appropriately zoned for the proposed use and that any required zoning approvals, including site plan approval, have been applied for or obtained and certification by the Director of Public Safety that the proposed Licensee(s) is/are of good moral character and that the Licensed Premises are in compliance with all applicable fire safety regulations. In addition, given that Subsection (c) (17) specifies that one of the review factors to be considered when analyzing a request for a license or related permit(s) is whether the applicant is delinquent on any taxes or other payment obligations to the City, as part of its review process the Administration requires certification from the Finance Director or their designee that the proposed Licensee(s) is not in default on any obligations due the municipality and/or Oakland County (for anything that was transferred by the City to the County for collection).

Further, Subsection (b) (1) of Sec. 6-58 provides that when a completed application and fee have been received, the city council shall schedule a public hearing to consider the request for a new

license and related permit(s). Subsection (e) then specifies that after review by staff and recommendation, and a public hearing, if the City Council is satisfied that the establishment or operation will provide a benefit to the City and constitute an asset to the community, it will adopt a resolution granting approval, subject to the satisfaction of any conditions stated in the resolution. Approval of the license shall be conditioned on any necessary remodeling or new construction for the use of the license be completed within six (6) months of the action of the City Council or the Michigan Liquor Control Commission approving such license, whichever last occurs. Any unusual delay in the completion of such remodeling or construction may subject the license to revocation. The Ordinance also includes provisions addressing the issuance of entertainment permits along with other regulatory provisions.

Sec. 1930 of the Zoning Ordinance addresses Class C Liquor Licenses and provides that such establishments may be permitted in certain zoning districts upon review of a special land use request by the Planning Commission (this Application process was initiated prior to the recent amendments to the Alcoholic Liquor Ordinance). At its meeting held on March 9, 2020 the City of Oak Park Planning Commission approved the Request of Oak Park Bar, LLC (Joseph Lawrence Bongiovanni, Kristin Paige Bongiovanni and Michael Lang) D/B/A Oak Parker, located at 13621 W. 11 Mile for Special Land Use to Operate with a Class C Liquor License.

Should the City Council approve the Application for a Class C Liquor License to be issued by the City, Oak Park Bar, LLC will apply to the Michigan Liquor Control Commission for a Class C Liquor License at 13621 W. 11 Mile. Prior to issuing a Class C Liquor License the Liquor Control Commission pursuant to MCL 436.1501 requires local government approval in the form of a resolution from the local legislative body. In addition, as outlined above, the Applicant has filed the requisite documents to seek the issuance of a license by the City permitting the service of spirits by the glass on the premises.

As stated previously, pursuant to Sec. 6-58 of the Code, when a completed application has been received the City Council shall schedule a public hearing to consider the request for a new license and related permit(s). In reference to the Application from Oak Park Bar, LLC, 13621 W. 11 Mile we are requesting that the Public Hearing on the Application be held at the September 6, 2022 Regular Meeting at 7:00 P.M. or as soon thereafter as the matter may be heard.

It is the recommendation of the Administration, subject to any comments, conditions, and/or explanations from the appropriate departments which are incorporated and/or specified in the attached proposed Resolution Approving the Application of Oak Park Bar, LLC for the establishment, located at 13621 W. 11 Mile for a Class C Liquor License that at the conclusion of the Public Hearing after analyzing the review factors specified in Sec. 6-58 (c) of the Code that (unless evidence is presented that would serve as a basis for denial of the issuance of the license(s)/permit(s)), the City Council adopt resolutions approving the issuance of the licenses by both the Michigan Liquor Control Commission and the City of Oak Park.

SUPPORTING DOCUMENTATION/INFORMATION ATTACHED:

1. Proposed Local Government Approval Resolution for the Michigan Liquor Control Commission
2. Proposed Resolution Approving the Application of Oak Park Bar, LLC for the establishment, located at 13621 W. 11 Mile for a Class C Liquor License from the City of Oak Park

xc: T. Edwin Norris, City Clerk

Kimberly Marrone, Director of the Department of Community and Economic Development

**A RESOLUTION OF THE OAK PARK, MICHIGAN, CITY COUNCIL
APPROVING THE REQUEST OF OAK PARK BAR, LLC (JOSEPH
LAWRENCE BONGIOVANNI, KRISTIN PAIGE BONGIOVANNI AND
MICHAEL LANG)
D/B/A OAK PARKER FOR
A CLASS C LIQUOR LICENSE**

WHEREAS, pursuant to state law and the Code of Ordinances, of the City of Oak Park, Michigan it is unlawful for any person to sell, or possess for sale, any alcoholic beverage unless licensed to do so and all licenses required are in full force and effect; and

WHEREAS, Oak Park Bar, LLC (hereinafter referred to as Oak Parker) located at 13621 W. 11 Mile has applied for a Class C Liquor License from the City of Oak Park and if the City Council approves the issuance of the License, Oak Parker will apply for a Class C Liquor License from the Michigan Liquor Control Commission.

NOW, THEREFORE, BE IT RESOLVED, that the Oak Parker application for a Class C Liquor License is hereby approved subject to the following conditions:

1. The Michigan Liquor Control Commission issuing a Class C Liquor License to Oak Park Bar, LLC (Oak Parker) at 13621 W. 11 Mile, Oak Park, Michigan 48237.
2. Upon issuance of the Class C Liquor License by the Michigan Liquor Control Commission, Oak Parker shall provide the City Clerk's Office with copies of the License along with a Certificate of Liquor Liability Insurance for the subject business.
3. Oak Parker executes a Contract for a Class C Liquor License with the City of Oak Park, Michigan.
4. Final approval of all construction permits, final approval from the Oakland County Health Department and issuance of a Certificate of Occupancy.
5. Confirmation that the premises is in compliance with all applicable fire safety regulations.
6. Confirmation that the proposed licensed location has a current valid license for operation of a restaurant.

BE IT FURTHER RESOLVED, that subject to the conditions described in the immediately preceding paragraph and all departmental authorizations, upon approval of a Class C Liquor License by the Michigan Liquor Control Commission for Oak Parker located at 13621 W. 11 Mile, Oak Park, Michigan 48237, the City Clerk is hereby authorized to issue a Class C Liquor License with an expiration date of April 30, 2023 to Oak Parker; and

BE IT FURTHER RESOLVED, that this Resolution shall be effective upon its approval by the City Council.

I hereby certify that the forgoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on September 6, 2022 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a regular meeting of the Oak Park City council/board
(regular or special) (township, city, village)
called to order by _____ on September 6, 2022 at 7:00 P. M.
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from Oak Park Bar, LLC d/b/a Oak Parker
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Class C Liquor License
(list specific licenses requested)

to be located at: 13621 W. 11 Mile Road, Oak Park, MI 48237

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Oak Park City
council/board at a Regular meeting held on September 6, 2022
(regular or special) (date) (township, city, village)

T. Edwin Norris

Print Name of Clerk

Signature of Clerk

Date

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

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Hand deliveries or overnight packages: Constitution Hall - 525 W. Allegan, Lansing, MI 48933

Fax to: 517-763-0059

CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

10A

Today's Date: August 29th 2022

Applicant Information

Applicant/Business Name: Brother Thomas Kerafa OFM

Applicant/Business Address: 24320 Seneca St Oak Park MI 48237

Phone number: 248-591-9444 E-Mail Address: MUSICALCHAIRSTRZOO3@GMAIL.COM

Relation of applicant to business: _____

Has applicant ever been convicted of a felony? ☐ Yes ☒ No

Owner Information

Owner or manager of site: _____ Phone: _____

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: Sunday September 18th, 2022 Has this event been held previously? ☒ Yes ☐ No

Address or location of event: Seneca Street North at Northfield Ave

Is this a City owned park? Not a park - this is a public street

If this event is to take place in a City owned park, have you received and do you agree to abide by the City's Parks and Recreation rules and regulations? ☐ Yes ☒ No

Nature, purpose, and detailed description of event: AFTER A 4 YEAR HIATUS OUR NEIGHBORS WANT TO CELEBRATE OUR NEW RESIDENTS AND LIFE POST PANDEMIC AND BOND WITH EACH OTHER TO RECLAIM THE NEIGHBOR IN OUR "HOOD"

Will the event be open to the public? ☐ Yes ☒ No

If yes, please describe how so: WE ARE INVITING SOME FORMER SENECA STREET RESIDENTS BACK TO SPEND THE DAY WITH US.

Estimated number of people attending event? 50 Hours of Event: 2:00 - 6:00p
Adults
20 children

Are you requesting to have a parade? ☐ Yes ☒ No **If yes, please attach a map of the parade route**

Where will the parade participants be walking? ☐ Sidewalks ☐ Streets

Will the parade require streets to be blocked off? ☐ Yes ☐ No

If yes, how many streets/intersections will need to be blocked : _____

Please attach a sign off from the residences located on the affected streets, indicating that they are aware of the event to take place, the date, times and location.

Food Services

Will food or beverages be sold at event? ☐ Yes ☒ No, if yes please list type(s) of food to be sold:

Will the food be prepackaged or prepared on site: POT-LUCK CONTRIBUTIONS FROM NEIGHBORS.

Please note: *If your application is approved and you plan to prepare food on site, you will need to contact the Oakland County Health Department at 248-424-7000 for inspection. You will also need to provide temporary water services at the site where the food is prepared.*

Mechanical Amusement

Will there be any mechanical rides at event? ☐ Yes ☒ No, if yes, please provide the name and the address of amusement operators: _____

Will the event have a moonwalk? ☐ Yes ☒ No, if yes, please provide the name and address of Company/Entity providing moonwalk: _____

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: NO

Please Note: *You must provide proof of insurance for all mechanical rides, moonwalks, circus rides/games, etc. The City of Oak Park must be listed on the insurance certificate as "additionally insured." A copy of the City Ordinance with required liability insurance coverage for these events is attached. Also, certification by the State of Michigan Department of Labor is required for all mechanical amusement devices and rides.*

Technical/Support

Will the event require use of electrical supply source? ☒ Yes ☐ No, if yes, please describe:

We will have A DJ who will use AN ELECTRIC
SOURCE FROM HIS OWN house

Will sanitary facilities be required at event? ☐ Yes ☒ No (Use of such facilities IN homes)

Will tent(s) be used at the event? ☒ Yes ☐ No, if yes, please state size(s) of tent:

One SMALL 8x8 tent to cover Sound equipment.

Will the event have banners displayed? ☐ Yes ☒ No, if so, please provide the number of signs and dimension(s):

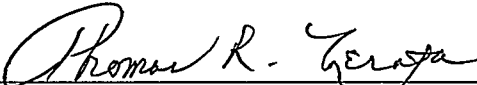
Please Note: *If a temporary generator or electric supply source is provided, you must provide an Electrical permit by a licensed electrical contractor. Also, you will need certification of flame spread rates of all canvas and/or cloth enclosures.*

Other possible Special Event requirements include: additional application, inspection and bond fees, temporary sign permit.

The fee for a Special Event application is \$100: The fee is non-refundable. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, and Recreation. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether or not to proceed with the event. If so, the event will be placed on the City Council agenda for approval.

We ARE ASKING OAK PARK CITY COUNCIL FOR A WAIVER
of the fee AND EXTEND AN INVITATION TO ATTEND this
EVENT for PART of the AFTERNOON.
We ALSO INVITE OUR MAYOR AND CITY COUNCIL MEMBERS
TO ATTEND OUR BLOCK PARTY on Sunday September 18th

Should any of the above information prove to be inaccurate or untruthful, it will be grounds to deny the applicant's request or revoke any approvals. I hereby certify the above information to be true and accurate to the best of my knowledge.


Applicant's Signature

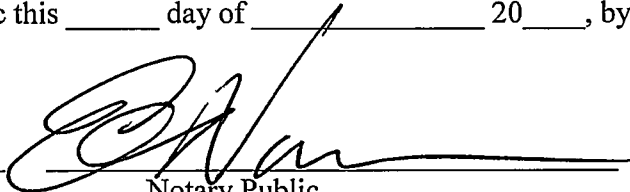
State of Michigan

ss

County of _____

Subscribed and sworn to before me, a Notary Public this _____ day of _____ 20____, by

_____.

My Commission expires: _____

Notary Public

City of
OAK PARK

SENECA Street
SUNDAY 18th
2:00

BLOCK PARTY
SEPTEMBER
6:00 PM

City Council
PETITION

24200

Andre Berg

24201

Aeryls Hogan

24220

allan

24221

BLACK

24230

24200

Shana Chatman

24231

C BANKS

24250

Andrew Johnson

24251

Motest

24260

L. L. B.

24261

Joe

24270

Steven Baker

24271

Charles Hink

24240

Wendy Nunez

24301

Sony D. Lyons

24310

Ma. Kapoor

24311

Jack C. [Signature]

24320

Brother Thomas Leija O.F.M.

24321

[Signature]

24330

[Signature]

24331

D. Whitfield

24340

Mickey Smith

SUNDAY 18th
2:00

SEPTEMBER
6:00 PM

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Seneca Block Party

Thomas Zerafa 24320 Seneca

DATE: September 18, 2022 at 2:00 p.m. – 6:00 pm

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING <i>Rob Barrett</i> <i>Dan Fairless*</i>	N/A	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Regular patrol activities in the area	NA	NA
RECREATION <i>Laurie Stasiak</i>	NA	NA	NA
DPW <i>Dave DeCoster</i>	Drop off / Pick Up Barricades	1 Hour	N/A
ADDITIONAL <i>Administration</i>	NA	NA	\$100 fee waiver requested

[Proposed 9-6-22]

**CITY OF OAK PARK
RESOLUTION REGARDING FIRST READING OF PROPOSED
AMENDMENTS TO SECTION 22-58 AND THE ADDITION OF SECTIONS 22-62 AND 22-63
TO CHAPTER 22, ARTICLE III, DIVISION 1, OF THE CODE OF ORDINANCES**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on Tuesday, September 6, 2022 at 7:00 pm.

Present:

Absent:

The following preamble and resolution was offered by _____ and seconded by _____.

WHEREAS, the City of Oak Park desires to amend sections 22-58 and add sections 22-62 and 22-63 of Chapter 22, Article III, Division 1 of the Code of Ordinances to reduce visual blight, litter, and the scattering and migration to public streets or other public or private property of unsolicited commercial handbills by establishing reasonable, predictable locations for the placement of such materials on the private property. Placement of such materials in consistent, secure and predictable locations will reduce the negative visual impact of such materials, reduce the likelihood that such materials will be rendered unreadable or unusable, reduce the blowing of such materials into streets, drains, or adjoining property, reduce the likelihood that such materials will become a nuisance or blight on public and private property and public streets, and make it more likely and convenient for the intended recipients to find and collect such materials.

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

1. The first reading of the proposed amendments to section 22-58 and the addition of sections 22-62 and 22-63 are hereby approved in substantially the form attached hereto.

Roll Call Vote: Yes,
 No,
 Absent,

RESOLUTION DECLARED ADOPTED

Edwin T. Norris, City Clerk

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

ORDINANCE NO. O-22-

AN ORDINANCE TO AMEND CHAPTER 22, BUSINESSES, ARTICLE III, ADVERTISING, DIVISION 1, GENERALLY, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING SECTION 22-58 AND ADDING SECTIONS 22-62 AND 22-63 THEREOF

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Chapter 22, Businesses, Article III, Advertising, Division 1, Sections 22-58, 22-62 and 22-63 of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

Sec. 22-58. - Placement of commercial handbills.

No person licensed under the provisions of this article, or any other person, shall distribute, deposit, place, throw, scatter or cast any commercial or noncommercial handbill in or upon any private premises which are inhabited, except by placing such materials:

- (1) On a porch, if one exists, nearest the front door, in a manner to prevent it from being blown, washed, or drifted about the premises; or
- (2) So that such materials are securely attached to the front door; or
- (3) Through a door slot on the front door of the principal building or structure as permitted by the United States Postal Service; or
- (4) Between the exterior front door, if one exists and is unlocked, and the interior front door; or
- (5) Where permitted, in a distribution box, tube, or container located on or adjacent to the premises; or
- (6) Adjacent to postal box near the front door; or
- (7) Personally with the owner, occupant, and/or lessee of the premises.

Notwithstanding the above, an owner, tenant, or occupant maintains the right to restrict entry on the premises.

Sec. 22-62. – Rebuttable presumption

Commercial handbills left or placed at premises creates a rebuttable presumption that the materials were left or placed at the premises by the owner, publisher, agent, manager, and/or authorized distributor of the commercial handbills.

Sec. 22-63.- Violations and limitations.

(a) Any person who leaves or places, or who causes to be left or placed, *commercial handbills* in areas on or adjacent to premises other than as set forth in this article shall be responsible for a municipal civil infraction punishable by a civil fine of \$100.00 for each violation. A separate violation of this article occurs each time that *commercial handbills* are left or placed on, at, or about a separate premises in violation of this article. For example, three violations of this article will occur if a person leaves or places *commercial handbills* in violation of this article at three different premises.

(b) A person shall be responsible for a violation of this article if the person directed or engaged the person's officer, agent, employee, or contractor to leave or place the *commercial handbills*. That a person acted as an officer, agent, employee, or contractor of another in leaving or placing *commercial handbills* in violation of this article shall not negate or relieve the person acting as an officer, agent, or employee for his or her own violation of this article.

(c) This article shall not be deemed to be violated merely because *commercial handbills* that were left or placed on, at, or about a premises in violation of this article have remained on, at, or about a premises. Only the initial leaving or placement of the *commercial handbill* in violation of this article shall constitute a violation of this article.

(d) The provisions of this article do not apply to the United States Postal Service.

(e) Nothing contained in this article shall be construed to limit the city's other remedies at law or in equity to regulate or enjoin the leaving or placement of commercial handbills that have been left or placed in violation of this article.

SECTION 2. Severability. No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park shall be affected by this ordinance, except as to the above sections and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park.

SECTION 3. Effective Date.

This Ordinance shall take effect thirty (30) days after publication as required by the Charter of the City of Oak Park.

MADE, PASSED AND ADOPTED by the Council of the City of Oak Park on this 6th day of September, 2022.

T. EDWIN NORRIS, City Clerk

MARIAN MCCLELLAN, Mayor

I, T.EDWIN NORRIS, duly authorized Clerk of the City of Oak Park, Michigan do hereby certify that the foregoing Ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on September 6, 2022.

T. EDWIN NORRIS, City Clerk

CHAPTER 22- BUSINESSES

ARTICLE III.- ADVERTISING

DIVISION 1.- GENERALLY

Sec. 22-58. - ~~Distribution on inhabited private premises.~~ Placement of commercial handbills.

No person licensed under the provisions of this article, or any other person, shall distribute, deposit, place, throw, scatter or cast any commercial or noncommercial handbill in or upon any private premises which are inhabited, except by placing such materials:

(1) On a porch, if one exists, nearest the front door, in a manner to prevent it from being blown, washed, or drifted about the premises; or

(2) So that such materials are securely attached to the front door; or

(3) Through a door slot on the front door of the principal building or structure as permitted by the United States Postal Service; or

(4) Between the exterior front door, if one exists and is unlocked, and the interior front door; or

(5) Where permitted, in a distribution box, tube, or container located on or adjacent to the premises; or

(6) Adjacent to postal box near the front door; or

(7) Personally with the owner, occupant, and/or lessee of the premises.

Notwithstanding the above, an owner, tenant, or occupant maintains the right to restrict entry on the premises.

Sec. 22-62. – Rebuttable presumption

Commercial handbills left or placed at premises creates a rebuttable presumption that the materials were left or placed at the premises by the owner, publisher, agent, manager, and/or authorized distributor of the commercial handbills.

Sec. 22-63.- Violations and limitations.

(a) Any person who leaves or places, or who causes to be left or placed, commercial handbills in areas on or adjacent to premises other than as set forth in this article shall be responsible for a municipal civil infraction punishable by a civil fine of \$100.00 for each violation. A separate violation of this article occurs each time that commercial handbills are left or placed on, at, or about a separate premises in violation of this article. For example, three violations of this article will occur if a person leaves or places commercial handbills in violation of this article at three different premises.

(b) A person shall be responsible for a violation of this article if the person directed or engaged the person's officer, agent, employee, or contractor to leave or place the commercial handbills. That a person acted as an officer, agent, employee, or contractor of another in leaving or placing commercial handbills in violation of this article shall not negate or relieve the person acting as an officer, agent, or employee for his or her own violation of this article.

(c) This article shall not be deemed to be violated merely because commercial handbills that were left or placed on, at, or about a premises in violation of this article have remained on, at, or about a premises. Only the initial leaving or placement of the commercial handbill in violation of this article shall constitute a violation of this article.

(d) The provisions of this article do not apply to the United States Postal Service.

(e) Nothing contained in this article shall be construed to limit the city's other remedies at law or in equity to regulate or enjoin the leaving or placement of commercial handbills that have been left or placed in violation of this article.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** September 6, 2022 **AGENDA #****SUBJECT:** Resolution in support of the American Rescue Plan Act Matching Fund Program.**DEPARTMENT:** Engineering – KMG

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

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

FINANCIAL STATEMENT: We were awarded reimbursement funds in the amount of \$100,000.00 as part of the program matching funds.

RECOMMENDED ACTION: It is recommended that the City Council approve the attached resolution of support of the Matching Fund Program for the Water Tower Social District Eleven Mile Lot Reconstruction Project.

APPROVALS:

City Manager: _____ET_____

Finance Director: _____SC_____

Department Director: _____KG_____

EXHIBITS: City Resolution, Board Resolution

**RESOLUTION ADOPTED BY THE
CITY OF OAK PARK OF THE COUNTY OF OAKLAND, MICHIGAN
UNDER DATE OF SEPTEMBER 6, 2022**

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

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

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

WHEREAS, the City of Oak Park agrees to match funds equal to the LFRF award amount for the Water Tower Social District Eleven Mile Lot Replacement Project; and

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

NOW, THEREFORE, BE IT RESOLVED, that the City of Oak Park will utilize LFRF funds to improve public infrastructure as part of the Eleven Mile Lot Replacement Project, M-694.

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

Mayor or other authorized City of Oak Park Rep

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

This Agreement (the "Agreement") is made between Oakland County, a Municipal and Constitutional Corporation, 1200 North Telegraph Road, Pontiac, Michigan 48341 ("County"), and the City of Oak Park ("Public Body") 14300 Oak Park Boulevard, Oak Park, Michigan 48237. County and Public Body may be referred to individually as a "Party" and jointly as "Parties".

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

The United States Department of Treasury has issued an interim final rule, and other guidance for qualified uses of LFRF. Those qualified uses include funding for water and sewer infrastructure projects that align with projects that would be eligible to receive financial assistance through the Environmental Protection Agency's Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF). County has determined that the distribution of funds in accordance with this Agreement is a qualified use of LFRF funds pursuant to the interim rule and other applicable Department of Treasury guidance.

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

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

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

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - a. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, Exhibit and attachment.
 - b. **Claims** mean any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against County or Public Body, or for which County or Public Body may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal

or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.

- c. **County** means Oakland County, a Municipal and Constitutional Corporation, including, but not limited to, all of its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- d. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- e. **Public Body** means the City of Oak Park including, but not limited to, its council, its Board, its departments, its divisions, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- f. **Public Body Employee** means any employees, officers, directors, members, managers, trustees, volunteers, attorneys, representatives of Public Body, licensees, concessionaires, contractors, subcontractors, independent contractors, agents, and/or any such persons' successors or predecessors (whether such persons act or acted in their personal, representative or official capacities), and/or any persons acting by, through, under, or in concert with any of the above who use or have access to the funds provided under this Agreement. "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.

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

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

3. PUBLIC BODY'S RESPONSIBILITIES.

- a. Public Body's grant match requirements, if any, are detailed in **Exhibit B** attached hereto and incorporated as part of this Agreement.
- b. Public Body shall submit to Oakland County quarterly reporting on the grant funds including:
 - 1. Project progress report including completion of deliverables included in project scope;
 - 2. Accounting of expenses incurred and grant funds expended; and 3. Any other relevant information or records, to be determined by County.
- c. Public Body shall submit to Oakland County a final report by the end of the Agreement or within 30 days after final Project completion, whichever date is sooner, on the grant funds including:
 - 1. Project completion report;
 - 2. Full accounting of its expenditure of grant funds;
 - 3. Certification of its use of grant funds and fulfillment of the terms of the Agreement; and
 - 4. Any other relevant information or records, to be determined by County.
- d. Public Body shall respond to and be responsible for Freedom of Information Act requests relating to Public Body's records, data, or other information.
- e. Public Body must comply with any other reporting requirements as may be necessary for accepting the grant funding provided for in this Agreement.

4. COUNTY'S RESPONSIBILITIES.

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

5. PUBLIC BODY AFFIRMATIONS.

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

insurance proceeds or other disaster assistance (public or private) that duplicates the funding received under this Agreement. Grant funds may not be used to cover expenses that were reimbursed by insurance.

- d. Public Body shall not carry out any activities under this Agreement that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5155). If the Public Body receives duplicate benefits from another source for projects related to this disaster, the Public Body must refund the benefits provided by the County to the County. Duplication of benefits occurs when Federal financial assistance is provided to a person or entity through a program to address losses resulting from a Federally-declared emergency or disaster, and the person or entity has received (or would receive, by acting reasonably to obtain available assistance) financial assistance for the same costs from any other source (including insurance), and the total amount received exceeds the total need for those costs.
 - e. Public Body shall use all grant funds it receives under this Agreement by December 31, 2026. Any grant funds not used by that date must be returned to County.
 - f. Public Body understands that the grant funds it receives under this Agreement are a subaward of County's LFRF funds, and that County is required to manage and monitor any subrecipient of LFRF funds. Therefore, Public Body agrees to comply with any subrecipient monitoring requirements established by County or by Federal law.
6. **REPAYMENT REMEDIES.** Public Body is subject to repayment to the County of an amount equal to the grant funds received by Public Body in the event Public Body has made material misrepresentations to the County in its application, voluntary bankruptcy or insolvency proceeding are commenced against the Public Body and not set aside within sixty (60) days, or the Public Body fails to otherwise comply with the requirements of this Agreement. In the event County later determines the information Public Body provided in conjunction with this Agreement, or that Public Body was ineligible for the grant funds, or that Public Body's use of the grant funds following receipt was contrary to this Agreement, Public Body agrees to repay the grant funds to County in full. County further retains all rights and remedies allowed in law or equity, including seeking payment of its reasonable costs and expenses incurred enforcing its rights and remedies.
7. **TAX LIABILITY.** County and Public Body agree that to the extent that any part of the aforementioned funds are deemed to be taxable, that Public Body agrees to be fully responsible for the payment of any taxes, including withholding payments, social security, or other funds which are required to be withheld. Public Body agrees to provide County with all information and cooperation necessary to execute a completed 1099-G form; which County will file with the United States Internal Revenue Service. Public Body acknowledges that Public Body will consult with a tax professional regarding the tax implications, if any, of the grant funds, and/or hereby waives the option to do so. Public Body further agrees to indemnify and hold County harmless for the payment of any tax or withholding payments, including any penalty assessed it may owe under this Agreement.
8. **CONFLICT OF INTEREST.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq.* and MCL 15.321, *et seq.*), to avoid any real or perceived conflict of interest, Public

Body shall disclose to County the identity of all Public Body Employees and all relatives of Public Body Employees who: a) are employed by the County or are elected or appointed officials of the County, on the date this Agreement is executed; and b) becomes employed or appointed by the County or becomes an elected official of County during the term of the Agreement.

9. **ACCESS TO RECORDS AND AUDIT.** Payments from ARPA funds are subject to 2 C.F.R. 200.303 regarding internal controls, 2 C.F.R. 200.331-333 regarding subrecipient monitoring and management, and 2 C.F.R. Part 200 Subpart F regarding audit requirements. Where applicable, these requirements are considered legally binding and enforceable under this Agreement. Oakland County reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy requirements. Subawards or subcontracts, if any, shall contain a provision making them subject to all of the provisions in this Agreement.

Public Body shall maintain all records pertinent to the Agreement and any amendments, including backup copies, for a period of five (5) years. The records shall be kept in accordance with generally accepted accounting practices, utilize adequate internal controls and shall maintain necessary documentation for all costs incurred, including documentation and an inventory of all equipment purchased with grant funds. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In addition to County, the U.S. Department of Treasury, or their authorized representatives, shall be provided the right to audit all records pertaining to the expenditure and use of grant funds. All records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Public Body within 30 days after receipt by the Public Body. Failure of Public Body to comply with the audit requirements will constitute a violation of this Agreement.

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

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

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

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

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

10. **COMPLIANCE WITH LAWS.** Public Body shall comply with all federal, state, and local laws, statutes, ordinances, regulations, and all requirements applicable to its activities under the Agreement and grant. This includes the following:

- a. Public Body must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. 200.82, and other information County designates as sensitive or the Public Body considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- b. Public Body must comply with 2 C.F.R. 200.322 if it is passing through grant funds/issuing subawards to other entities.
- c. Public Body must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements. Public Body will not pass-through grant funds to an entity listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.
- d. Public Body must register at sam.gov.
- e. Public Body must comply with Title VI of the Civil Rights Act of 1964, and any implementing regulations, which prohibits entities receiving Federal financial assistance from excluding from a program or activity, denying benefits or services, or otherwise discriminating against a person on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity). All applicable U.S. Department of Treasury Title VI regulations are incorporated into this Agreement and made a part of this Agreement.

11. **DURATION OF INTERLOCAL AGREEMENT.**

- a. This Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. The approval and terms of this Agreement shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- b. This Agreement shall remain in effect until December 31m 2026, or until cancelled or terminated by any of the Parties pursuant to the terms of the Agreement. Public Body shall comply with the record keeping, reporting, audit response, and fund return requirements of this Agreement after the termination of this Agreement.

12. **ASSURANCES.**

- a. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- b. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 14, in any Claim that may arise from the performance of this Agreement, each Party shall seek its own

legal representation and bear the costs associated with such representation, including judgments and attorney fees.

- c. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- d. **Costs, Fines, and Fees for Noncompliance.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse of the ~~the~~ grant funds and/or for noncompliance with this Agreement by Public Body Employees.
- e. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.
- f. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.

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

- a. County may terminate or cancel this Agreement at any time if it determines that Public Body has expended the grant funds in violation of ARPA requirements or this Agreement. If County terminates or cancels this Agreement, Public Body shall be liable to repay County the amount of money expended in violation of ARPA requirements or this Agreement. County may utilize the provisions in Section 14 to recoup the amount of money owed to County by Public Body.
- b. Public Body may terminate or cancel this Agreement at any time. If Public Body terminates or cancels this Agreement, it shall immediately return to County any and all grant funds it has already received.
- c. If either Party terminates or cancels this Agreement they shall provide written notice to the other Party in the manner described in Section 21.

14. **SETOFF OR RETENTION OF FUNDS**

- a. In any case where Public Body is required to return an amount of money to County under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any other Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- b. Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due to County under this Agreement. The remedies in this Section shall

be available to County on an ongoing and successive basis if Public Body becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

15. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
16. **NO THIRD-PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
17. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
18. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
19. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms and conditions.
20. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
21. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - a. If Notice is sent to County, it shall be addressed and sent to: **Oakland County Executive, Attention: Kenneth Dobson, 2100 Pontiac Lake Rd., Waterford, MI, 48328.**
 - b. If Notice is sent to Public Body, it shall be addressed to: City of Oak Park, 14300 Oak Park Boulevard, Oak Park, Michigan 48237.
22. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise

required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above.

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

24. **ENTIRE AGREEMENT.**

- a. This Agreement represents the entire agreement and understanding between the Parties regarding the grant funds, and supersedes all other oral or written agreements between the Parties.
- b. The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, Erik Tungate, City Manager, City of Oak Park, Michigan 48237 hereby acknowledges that he/she has been authorized by a resolution of the City of Oak Park City Council, a certified copy of which is attached, to execute this Agreement on behalf of Public Body and hereby accepts and binds Public Body to the terms and conditions of this Agreement.

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

DATE: _____

WITNESSED: _____
[insert name, title]

DATE: _____

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

EXECUTED: _____
David Woodward, Chairperson
Oakland County Board of Commissioners

DATE: _____

WITNESSED: _____
Oakland County Board of Commissioners
County of Oakland

DATE: _____

EXHIBIT A

Project Description

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

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

EXHIBIT B

Statement Requiring Match

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