

Oak Park

City Council Agenda

July 16, 2018





AGENDA
REGULAR CITY COUNCIL MEETING
37th CITY COUNCIL
OAK PARK, MICHIGAN
July 16, 2018
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 Council Meeting Minutes of July 2, 2018
 - B. Zoning Board of Appeals Meeting Minutes of March 27, 2018
 - C. Corridor Improvement Authority Board Meeting Minutes of April 19, 2018
 - D. Request to advertise for bids for the 2018-2019 Catch Basin Line Replacement Project, M-687
 - E. Request to advertise for bids for the 2018-2019 Miscellaneous Concrete Project, M-682
 - F. Licenses - New and Renewals as submitted for July 16, 2018
6. **RECOGNITION OF VISITING ELECTED OFFICIALS**
 7. **SPECIAL RECOGNITION/PRESENTATIONS:**
 - A. City Manager Employee Recognition – Jack Frontiera, Department of Public Works
 - B. Public Safety Millage Renewals – City Manager Tungate
 8. **PUBLIC HEARINGS:** None
 9. **COMMUNICATIONS:** None
 10. **SPECIAL LICENSES:** None
 11. **ACCOUNTING REPORTS:**
 - A. Approval for payment of invoices submitted by Garan, Lucow, Miller, P.C. for legal services in the total amount of \$21,425.59
 12. **BIDS:** None
 13. **ORDINANCES:** None
 14. **CITY ATTORNEY:**
 15. **CITY MANAGER:**
City Clerk
 - A. Primary Election – August 7, 2018
-

Technical and Planning/Department of Public Works

- B. Request to approve a contract extension to Taplin Group, LLC for the 2018 Sewer & Catch Basin Cleaning and Television Inspection Project, M-683 for the amount of \$215,930.85
- C. Request to approve a contract extension to Insituform Technologies USA, LLC for the 2019 Sewer Lining Project, M-688 for the amount of \$248,066.90

Economic Development

- D. Request to approve a Pass Through Agreement between the City of Oak Park and the Southeast Michigan Council of Governments (SEMCOG) for a multi community planning grant and to authorize the City Manager to sign the agreement and all related grant documents

Recreation

- E. Oak Park Summer Blast and 4th of July Parade recap

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
37th OAK PARK CITY COUNCIL
July 2, 2018
7:00 PM**

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, Council Member Burns, Council Member Rich,
Council Member Weiss

ABSENT: Mayor Pro Tem Radner

OTHERS

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

APPROVAL OF AGENDA:

**CM-07-240-18 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS
PRESENTED – APPROVED**

Motion by Burns, seconded by Weiss, CARRIED UNANIMOUSLY, to approve the agenda as presented.

Voice Vote:	Yes:	McClellan, Burns, Rich, Weiss
	No:	None
	Absent:	Radner

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-07-241-18 (AGENDA ITEM #5A-K) CONSENT AGENDA - APPROVED

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

- A. Regular Council Meeting Minutes of June 18, 2018 **CM-07-242-18**
- B. Request to cancel the regularly scheduled Planning Commission meeting of July 9, 2018 **CM-07-243-18**
- C. Request to cancel the regularly scheduled Zoning Board of Appeals meeting of July 24, 2018 **CM-07-244-18**
- D. Recycling Commission Meeting Minutes of April 19, 2018 **CM-07-245-18**
- E. Request to advertise for bids for the 2018 Joint and Crack Sealing Project, M-681 **CM-07-246-18**
- F. Request to advertise for bids for the 2018 Block Pruning Project, M-690 **CM-07-247-18**
- G. Request to declare the listed vehicles surplus to be sold by sealed bid, public auction, or for disposal at the lowest expense to the City in accordance with City policy **CM-07-248-18**

- H. Payment Application No. 5 (FINAL) in the amount of \$5,000.00 to Mattioli Cement Co., LLC. for the 2016 Sidewalk Replacement Project, M-627 **CM-07-249-18**
- I. Payment of invoices from OHM Advisors for the Seneca and Sherman Pocket Parks, Traffic Signal Optimization, SAW Grant Support, GWLA Contract Support and Architectural and Engineering for Court in the total amount of \$86,129.21 **CM-07-250-18**
- J. Beautification Advisory Commission Meeting Minutes of May 15, 2018 **CM-07-251-18**
- K. Licenses - New and Renewals as submitted for July 2, 2018 **CM-07-252-18**

MERCHANT'S LICENSES – July 2, 2018
(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
ROCK WELL MUSIC THERAPY	25900 GREENFIELD 142	\$150.00	MUSIC THERAPY
PROFESSIONAL PREVENTIVE RESTORATION	25900 GREENFIELD 361	\$375.00	OFFICE
PRESTIGE TAX	25900 GREENFIELD 371	\$150.00	ACCOUNTING
CREATIVE STROKES ART	21700 GREENFIELD LL-6	\$150.00	DRAWING, WATER COLOR
<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
THE BLOUSE HOUSE	21700 GREENFIELD 112	\$225.00	RETAIL
LORI-EL – N- LADON'S	21700 GREENFIELD 441	\$225.00	SALON
BOOK BEAT	26010 GREENFIELD	\$225.00	BOOK STORE

Voice Vote: Yes: McClellan, Burns, Rich, Weiss
 No: None
 Absent: Radner

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES:

CM-07-253-18 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST - CLOVERLAWN CONCERNED CITIZENS' BLOCK CLUB - APPROVED

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

Name	Event	Fee
Cloverlawn Concerned Citizens' Block Club, 21850 Cloverlawn	Annual Block Club Party July 28, 2018 Noon – 7:00 PM	Fees waived

Voice Vote: Yes: McClellan, Burns, Rich, Weiss
 No: None
 Absent: Radner

MOTION DECLARED ADOPTED

ACCOUNTING REPORTS: None

BIDS:

CM-07-254-18 (AGENDA ITEM #12A) REQUEST TO AWARD THE BID FOR THE 2018 SIDEWALK REPAIR PROGRAM, M-676 TO ITALIA CONSTRUCTION INC. OF WASHINGTON, MI FOR A TOTAL AMOUNT OF \$409,132.00 - APPROVED

Motion by Burns, seconded by Rich, CARRIED UNANIMOUSLY, to award the bid for the 2018 Sidewalk Repair Program, M-676 to Italia Construction Inc. of Washington, MI for a total amount of \$409,132.00.

Roll Call Vote: Yes: McClellan, Burns, Rich, Weiss
 No: None
 Absent: Radner

MOTION DECLARED ADOPTED

Assistant City Manager Yee reported that the request to bid the 2018 Sidewalk Repair Program, M-676 was approved by City Council on June 4, 2018 (CM-06-214-18). The project was advertised and 23 Contractors viewed the documents. On June 18, 2018, four (4) bids were received and opened. The low bidder, Italia Construction Inc. of Washington, MI, submitted a bid of \$409,132.00. References were checked and all had positive responses. Funding for this expenditure is available in the FY 2018-2019 Sidewalk Program Fund.

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

CM-07-254-18 (AGENDA ITEM #15A) REQUEST TO AUTHORIZE THE PUBLIC WORKS DEPARTMENT TO PARTICIPATE IN THE OAKLAND COUNTY PURCHASING BID FOR THE PURCHASE OF 1,137 NEPTUNE R900 WATER METER REMOTE RADIO READING DEVICES AT \$87.94 EACH (\$99,987.78 TOTAL) - APPROVED

Motion by Weiss, seconded by Burns, CARRIED UNANIMOUSLY, to authorize the Public Works Department to participate in the Oakland County Purchasing bid for the purchase of 1,137 Neptune R900 water meter remote radio reading devices at \$87.94 each (\$99,987.78 total).

Roll Call Vote: Yes: McClellan, Burns, Rich, Weiss
 No: None
 Absent: Radner

MOTION DECLARED ADOPTED

Assistant City Manager Yee indicated that the Public Works Department is requesting authorization to participate in the Oakland County Purchasing bid for the purchase of water meter remote radio reading devices. The radio reading devices will replace older versions that have been failing.

CALL TO THE AUDIENCE:

Ebony Tyson, Parklawn, shared her plans to start a not for profit business in the community.

Joyce Bannon, 10611 Troy, asked about costs to residents associated with the water meter reading devices. It was confirmed that no costs will be passed on to the public regarding the project.

CALL TO THE COUNCIL:

Mayor McClellan reviewed the upcoming Fourth of July festivities.

Council Member Burns thanked everyone for coming and wished them a safe holiday.

Council Member Weiss acknowledged the new city magazine that was just published and encouraged residents to review it for upcoming city events.

Council Member Rich wished everyone a good night.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:16 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

**CITY OF OAK PARK, MICHIGAN
ZONING BOARD OF APPEALS
MARCH 27, 2018
MEETING MINUTES**

The meeting was called to order at 7:30 p.m. by Chairperson Landau in the Council Chambers of City Hall located at 14000 Oak Park Boulevard, Oak Park, MI 48237 and Roll Call was made.

PRESENT: Chairperson Landau
Vice Chairperson Huston
Commissioner Anderson
Commissioner Blumenkopf
Commissioner Peiss
Commissioner Seligson

ABSENT: Commissioner Barton

**OTHERS
PRESENT:** City Planner Kevin Rulkowski
Deputy City Clerk Lisa Vecchio

APPROVAL OF ZONING BOARD OF APPEALS MINUTES OF NOVEMBER 28, 2017

MOTION BY Huston, SECONDED BY Peiss, to approve the meeting minutes of November 28, 2017 with one correction.

Vote: Yes: Anderson, Blumenkopf, Huston, Landau, Peiss, Seligson
No: None

MOTION DECLARED ADOPTED

COMMUNICATIONS: None

OLD BUSINESS: None

NEW BUSINESS:

a) **CASE 18-01:**

APPLICANT:

Congregation Beth Shalom
14601 Lincoln
Oak Park, Michigan

PROPERTY:

14601 Lincoln
Property Identification Number: 52-25-19-327-002

ORDINANCE REQUIREMENTS AND REQUEST:

The following variances are requested:

1. Article XVIII, Section 1803, A, 1, requires monument style signs not to exceed thirty (30) square feet in size. The applicant is requesting a waiver of three (3) square feet to allow for a monument style sign thirty-three (33) square feet in size.
2. Article XVIII, Section 1803, A, 3, requires no electronic messaging sign shall be allowed within 100 feet of a residential zone. The applicant is requesting a waiver to allow for an electronic messaging sign to be in a residential zone.
3. Article XVIII, Section 1802, T, 2, requires the area of the electronic messaging display not to exceed 50 percent of the total sign face of a monument style sign. The applicant is requesting a waiver of two-and-one-half (2.5) square feet to allow for an electronic messaging display of seventeen-and-one-half (17.5) square feet in size.

STAFF FINDINGS OF FACT:

- 1) The property is currently zoned R-1, One Family Dwelling District.
- 2) Article XVIII, Section 1803, A, 1, requires monument style signs not to exceed thirty (30) square feet in size.
- 3) The applicant is requesting a waiver of three (3) square feet to allow for a monument style sign thirty-three (33) square feet in size.
- 4) Article XVIII, Section 1803, A, 3, requires no electronic messaging sign shall be allowed within 100 feet of a residential zone.
- 5) The applicant is requesting a waiver to allow for an electronic messaging sign to be in a residential zone.
- 6) Article XVIII, Section 1802, T, 2, requires the area of the electronic messaging display not to exceed 50 percent of the total sign face of a monument style sign.
- 7) The applicant is requesting a waiver of two-and-one-half (2.5) square feet to allow for an electronic messaging display of seventeen-and-one-half (17.5) square feet in size.
- 8) The proposed monument style sign will be located in approximately the same location as the current monument style sign.
- 9) At the proposed location the proposed sign will be 150 feet from the closest residential use (home) to the northwest, 218 feet from the closest residential use (apartment) to the west, and 362 feet from the closest residential use (home) to the east.
- 10) All Electronic message signs are subject to the following regulations:
 - a. An electronic messaging sign shall be permitted only as a portion of a monument style sign or a freestanding shopping center sign. Electronic messaging signs are prohibited as wall, office building identification, window and temporary signs.
 - b. The area of the electronic messaging display shall not exceed 50 percent of the total sign face of a monument style sign.
 - c. In a freestanding shopping center sign, an electronic messaging display may replace one permitted tenant panel not to exceed 30 square feet in size.

- d. Messages on electronic messaging signs shall be displayed for a minimum of eight seconds before changing.
 - e. The electronic display background color tones, lettering, logos, pictures, illustrations, symbols, and other electronic graphic or video display shall not blink, flash, rotate, scroll, change in illumination intensity, or otherwise change in outward appearance except when the electronic message or display is changed to another message or display. When an electronic message changes, the prior message shall disappear simultaneously with the appearance of the new message.
 - f. An electronic messaging sign shall be equipped with an automatic dimmer control capable of providing a distinct illumination change from a higher illumination level to a lower illumination level. The illumination level of the sign shall be reduced during the time period from one-half hour before sunset to one-half hour after sunrise.
 - g. Audio speakers are not permitted on any electronic messaging sign.
 - h. A malfunctioning electronic messaging sign shall be turned off or shall display a blank screen until repaired.
 - i. No electronic messaging sign shall be allowed within 100 feet of a residential zone from which it is visible. An electronic messaging sign which is visible from a residential district may operate only between the hours of 6:00 a.m. and 10:00 p.m.
- 11) The applicant's current sign has an internally illuminated manually-changeable message board.
- 12) Lincoln Avenue is a collector street with a larger volume of daily traffic than a neighborhood street.

STAFF RECOMMENDATIONS:

The applicant, Congregation Beth Shalom, 14601 Lincoln, is proposing to erect a new monument style sign in the same location as their current monument style sign. The current sign has an internally illuminated manually-changeable (plastic letters inserted into channels) message board. The proposed sign will have an electronic message board as part of the sign. The Zoning Ordinance sign regulations prohibit these types of signs in residential districts or within 100 feet of a residential zone. The area near Congregation Beth Shalom is a mixture of single family homes, apartments and institutional uses (schools and places of worship) on Lincoln Avenue a street with a boulevard. The Congregation Beth Shalom property is also very large (5 acres). The residential uses near the location of the proposed monument style sign are between 150 to 360 feet away. The replacement of the current internally illuminated message board with an electronic one will most likely have very little, if any, negative impact to the surrounding properties if operated as required by the provisions in the Zoning ordinance.

Considering the size of the proposed sign and its location in relationship to the nearest residential uses, it would seem reasonable to consider a variance to accommodate the electronic message sign as part of a new monument style sign. For these reasons an argument for a practical difficulty (*although compliance would not unreasonably prevent the owner from using the property for a permitted purpose, strict compliance would*

render conformity unnecessarily burdensome, the granting of a variance would provide substantial justice to applicant) could be demonstrated.

Taking the above discussion and findings of fact into consideration, it is the recommendation of the Planning Division to approve the variance requests subject to the following Zoning Ordinance conditions for these types of signs:

- a. Messages on electronic messaging signs shall be displayed for a minimum of eight seconds before changing.
- b. The electronic display background color tones, lettering, logos, pictures, illustrations, symbols, and other electronic graphic or video display shall not blink, flash, rotate, scroll, change in illumination intensity, or otherwise change in outward appearance except when the electronic message or display is changed to another message or display. When an electronic message changes, the prior message shall disappear simultaneously with the appearance of the new message.
- c. An electronic messaging sign shall be equipped with an automatic dimmer control capable of providing a distinct illumination change from a higher illumination level to a lower illumination level. The illumination level of the sign shall be reduced during the time period from one-half hour before sunset to one-half hour after sunrise.
- d. Audio speakers are not permitted on any electronic messaging sign.
- e. A malfunctioning electronic messaging sign shall be turned off or shall display a blank screen until repaired.
- f. An electronic messaging sign which is visible from a residential district may operate only between the hours of 6:00 a.m. and 10:00 p.m.

John Phalen, 14730 Lincoln, expressed concerns regarding the brightness and time of evening the sign will be lit, being that it is visible from his bedroom window.

City Planner Rulkowski explained that there are ordinances in place that require the sign to be turned off between 10:00pm and 6:00am, as well as how brightly it can be lit.

Gretchen Wiener, President of Beth Shalom, explained that they wish to replace the sign to create better communication with the community, and to upgrade their sign with the latest technology – electronic LED screen. She is aware of the concerns of the surrounding neighbors and is willing to adhere to City Zoning Ordinance.

MOTION BY Seligson, SECONDED BY Anderson: that based on the information presented in the Planning Division Report, and additional findings of fact discussed during the review of case # 18-01, I move to **approve** the request

of the Congregation Beth Shalom, 14601 Lincoln,

- 1) for a waiver of three (3) square feet from the provisions in Article XVIII, Section 1803, A, 1, to allow for a monument style sign thirty-three (33) square feet in size.
- 2) for a waiver from the provisions in Article XVIII, Section 1803, A, 3, to allow for a for an electronic messaging sign to be in a residential zone.

- 3) for a waiver of two-and-one-half (2.5) square feet from the provisions in Article XVIII, Section 1803, A, 1, to allow for an electronic messaging display of seventeen-and-one-half (17.5) square feet in size.

with the following Zoning Ordinance conditions:

- a. Messages on electronic messaging signs shall be displayed for a minimum of eight seconds before changing.
- b. The electronic display background color tones, lettering, logos, pictures, illustrations, symbols, and other electronic graphic or video display shall not blink, flash, rotate, scroll, change in illumination intensity, or otherwise change in outward appearance except when the electronic message or display is changed to another message or display. When an electronic message changes, the prior message shall disappear simultaneously with the appearance of the new message.
- c. An electronic messaging sign shall be equipped with an automatic dimmer control capable of providing a distinct illumination change from a higher illumination level to a lower illumination level. The illumination level of the sign shall be reduced during the time period from one-half hour before sunset to one-half hour after sunrise.
- d. Audio speakers are not permitted on any electronic messaging sign.
- e. A malfunctioning electronic messaging sign shall be turned off or shall display a blank screen until repaired.
- f. An electronic messaging sign which is visible from a residential district may operate only between the hours of 6:00 a.m. and 10:00 p.m.

VOTE: Yes: Anderson, Blumenkopf, Huston, Landau, Peiss, Seligson
No: None

MOTION CARRIED

ADJOURNMENT:

There being no objections, Chairperson Landau adjourned the meeting at 7:48 p.m.

Lisa Vecchio, Deputy City Clerk/Director of Elections



CITY OF OAK PARK

Corridor Improvement Authority

5C

Mayor
Marian McClellan
Mayor Pro Tem
Solomon Haddad

Council Members
Carolyn Burns
Ken Rich
Regina Weiss
City Manager
Erik Tungate

CITY OF OAK PARK CORRIDOR IMPROVEMENT AUTHORITY BOARD MEETING APRIL 19, 2018 MINUTES

Meeting was called to order at 12:03 p.m., in the Executive Conference Room at Oak Park City Hall, 14000 Oak Park Boulevard, Oak Park, Michigan, by Chairperson Colbert and roll call was made.

PRESENT:
Chairperson Colbert
Vice Chairperson Blumenkopf
Mayor McClellan
Board Member Moulden
Board Member Peteet (arrived at 12:12 p.m.)

ABSENT:
Board Member Attisha

OTHERS PRESENT:
Community & Economic Development Director Kimberly Marrone
Deputy City Clerk Lisa Vecchio

3. APPROVAL OF AGENDA OF APRIL 19, 2018

MOTION by Blumenkopf, SECONDED by Moulden, to approve the agenda for February 15, 2018 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES OF FEBRUARY 15, 2018

MOTION by McClellan, SECONDED by Moulden, to approve the minutes for February 15, 2018 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

5. PUBLIC COMMENT

Stephanie Tower and V. Jennings were present, greeted the board and expressed their interest in all the new development in the City.

6. UNFINISHED BUSINESS

A. Window Decorating Contest

Community and Economic Development Director Marrone explained that there was only one business who submitted their window before the deadline, Joyful Tots. Designer Boutique and Starr Bakery also expressed interest and Director Marrone encouraged them to submit. These three will be presented with awards for their window displays if they all submit.

B. Budget Approval

Director Marrone presented the 2018-19 budget to the Board, explaining the line items and any increases or decreases between 2017-18 and 2018-19.

MOTION by McClellan, SECONDED by Moulden, to approve the 2018-19 Corridor Improvement Authority budget as submitted.

VOTE: Yes: Blumenkopf, Colbert, McClellan, Moulden, Peteet
 No: None

MOTION CARRIED

7. NEW BUSINESS**A. Flower Pots**

Director Marrone explained that new plants and flowers will be planted in the pots in June. She has been working with the Arts and Cultural Diversity Commission to come up with ideas and pricing on adding some metal work of the City oak leaf to dress up the pots. When funds are available she would like to purchase some new pots, preferably smaller, round pots.

The board brainstormed ideas on how to fill the pots in-between seasons where months pass and there is nothing planted or able to grow.

Vice Chairperson Blumenkopf suggested putting signs in the pots advertising City events, or something that will fill them and be visually appealing. Director Marrone plans on looking into what is feasible.

8. FINANCIAL REPORT

Director Marrone referred to the budget that was just presented at the current meeting.

9. BOARD MEMBER COMMENT

Board Member Moulden let everyone know of the Women In Investing Financial Seminar that will be taking place this evening, April 19, at his Allstate agency, 26013 Coolidge, from 6:00 – 8:00 p.m.

Board Member Peteet gave an update on the current 2,500 sq ft expansion of Peteet's Cheesecake as well as the façade improvement.

10. ADJOURNMENT

MOTION by Moulden, SECONDED by Blumenkopf, to adjourn the meeting. Chairperson Colbert adjourned the meeting at 12:26 p.m.

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** July 16, 2018**AGENDA #**

SUBJECT: Request authorization to advertise for bids for the 2018-2019 Catch Basin Line Replacement Project, M-687.

DEPARTMENT: Technical & Planning/DPW – Engineering KJY/GWS

SUMMARY: Bid documents are nearly complete for the 2018-2019 Catch Basin Line Replacement Project, M-687. This project will replace sewer pipes in several areas throughout the City.

FINANCIAL STATEMENT: There is \$500,000 budgeted in the FY 2018-2019 budget for sewer lining and repairs.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the 2018-2019 Catch Basin Line Replacement Project, M-687, be approved. Funding is available in the Water & Sewer Fund 592-18-550-970 for this project.

APPROVALS:

City Manager: _____

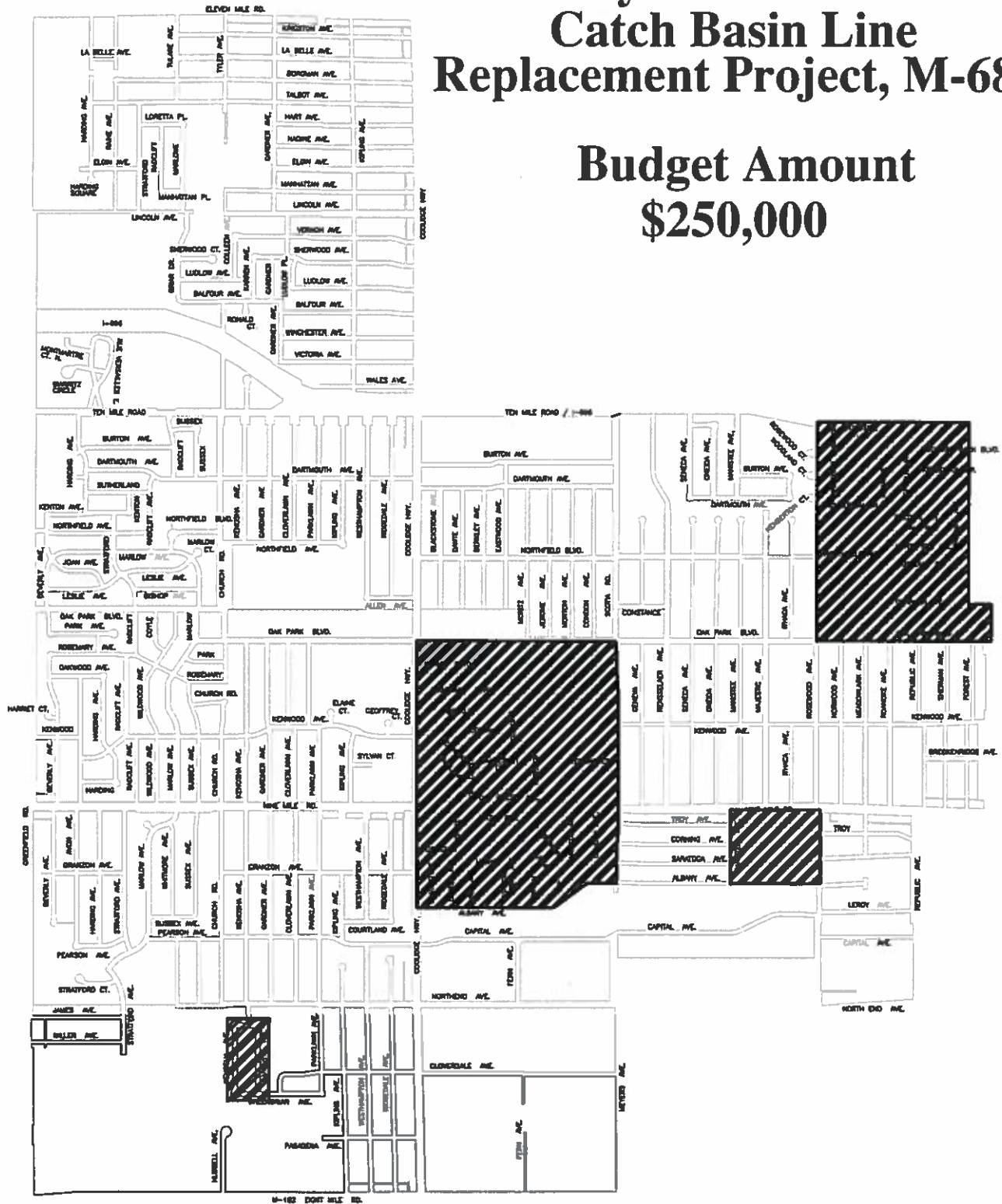
Department Director: _____

Director of Finance: _____

Budgeted: ☒**EXHIBITS:** Project Area Map

City of Oak Park Catch Basin Line Replacement Project, M-687

**Budget Amount
\$250,000**



**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** July 16, 2018**AGENDA #**

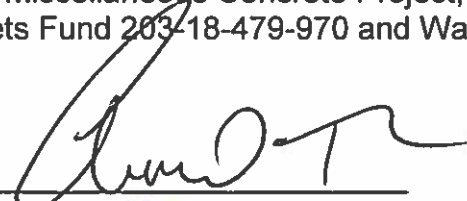
SUBJECT: Request authorization to advertise for bids for the 2018-2019 Miscellaneous Concrete Project, M-682.

DEPARTMENT: Technical & Planning/DPW – Engineering KJY / GWS

SUMMARY: Bid documents are nearly complete for the 2018-2019 Miscellaneous Concrete Project, M-682. This project will repair damaged concrete from water main breaks, sewer repairs, and other deteriorated sections throughout the City.

FINANCIAL STATEMENT: There is \$350,000 budgeted in the FY 2018-2019 budget for this expenditure.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the 2018-2019 Miscellaneous Concrete Project, M-682, be approved. Funding is available in the Local Streets Fund 203-18-479-970 and Water & Sewer Fund 592-18-538-970 for this project.

APPROVALS:City Manager: Department Director: Director of Finance: Budgeted: ☒**EXHIBITS:** None

MERCHANT'S LICENSES – JULY 16, 2018

(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
BARTON MALOW CO.	21101 FERN ST.	\$150.00	INDUSTRIAL CONSTRUCT.
DRIVE-ABLE LLC	25900 GREENFIELD STE 505	\$900.00	OFFICE
M. LAUNDERING LLC	13291 NORTHEND	\$150.00	WASHER/DRYER DISTRIBUTOR
GIGI'S BELLE HAIR BEAUTY SUPPLY	21700 GREENFIELD STE 108	\$600.00	BEAUTY SUPPLY

<u>RENEWALS</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
EMAGINATIONS	21700 GREENFIELD STE 123	\$225.00	SALON
BEST FRIENDS CHILD CARE	8440 NINE MILE	\$150.00	CHILD CARE
FRONT PAGE DELI	24810 GREENFIELD	\$225.00	DELI
OAK PARK DENTAL CENTER	13730 NINE MILE	\$225.00	DENTIST
WURTH BAER SUPPLY	13390 CLOVERDALE	\$150.00	WHOLESALE DISTRIBUTOR
LUXURY HOMES	20830 COOLIDGE	\$225.00	REAL ESTATE
GOLD STAR PRODUCTS	21680 COOLIDGE	\$187.50	RESTAURANT SUPPLIES
15160 EIGHT MILE VENTURES	15160 EIGHT MILE	\$150.00	STORAGE

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 497414**July 11, 2018**

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Saturday, June 30, 2018

\$12,083.34**Fee Total****Costs Advanced:**

Date	Description	Amount
06/07/18	Reproduction Charges 2 @ 0.15	0.30
06/08/18	Oakland County Assessor's Office, Register of Deeds - Property Search, Title Search.	14.00
06/11/18	Reproduction Charges 1 @ 0.15	0.15
06/12/18	Reproduction Charges 16 @ 0.15	2.40
06/19/18	Reproduction Charges 15 @ 0.15	2.25
06/22/18	Reproduction Charges 1 @ 0.15	0.15
06/25/18	Fee to 44th District Court for motion fee	20.00
06/25/18	Oakland County Register of Deeds Title Search, Copy of Warranty Deed.	6.00
06/26/18	Reproduction Charges 16 @ 0.15	2.40
	Total Costs Advanced	\$47.65

Total Fees and Disbursements: \$12,130.99

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

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 497415

July 11, 2018

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

*Re: Judy Kish and Joyce Bannon, et al v City of
Oak Park*

*Client 7406
Matter 31*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Saturday, June 30, 2018

\$8,006.50

Fee Total

Costs Advanced:

Date	Description	Amount
06/19/18	Reproduction Charges 76 @ 0.15	11.40
	Total Costs Advanced	\$11.40

Total Fees and Disbursements: \$8,017.90

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

**GARAN
LUCOW
MILLER P.C.**

GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 497416

July 11, 2018

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

*Re: Tina Polk and Richard Newton v City of Oak
Park, County of Oakland, et al.*

*Client 7406
Matter 24*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Saturday, June 30, 2018

\$1,274.00

Fee Total

Costs Advanced:

Date	Description	Amount
06/11/18	Reproduction Charges 18 @ 0.15	2.70
	Total Costs Advanced	\$2.70

Total Fees and Disbursements: \$1,276.70

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



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 16, 2018

AGENDA #

SUBJECT: Request from Taplin Group, LLC for a contract extension for the 2018 Sewer & Catch Basin Cleaning and Television Inspection Project, M-683.

DEPARTMENT: Technical & Planning/DPW – Engineering KJY / GWS

SUMMARY: Please find attached a request from Taplin Group, LLC, the contractor for the 2017 Sewer & Catch Basin Cleaning and Television Inspection Project. They have indicated that they would like to execute the second year extension of their unit prices from this project to perform the 2018 Sewer & Catch Basin Cleaning and Television Inspection Project, M-683. The contract allowed for up to a two (2) year extension.

FINANCIAL STATEMENT: There is \$250,000 budgeted in the FY 2018-2019 budget for this expenditure.

RECOMMENDED ACTION: It is recommended City Council approve the offer for the contract extension from Taplin Group, LLC for the 2018 Sewer & Catch Basin Cleaning and Television Inspection Project, M-683 for a total amount of \$215,930.85, be approved. Funding is available in the Water & Sewer Fund 592-18-550-930 for this project.

APPROVALS:

City Manager: _____

Department Director: _____

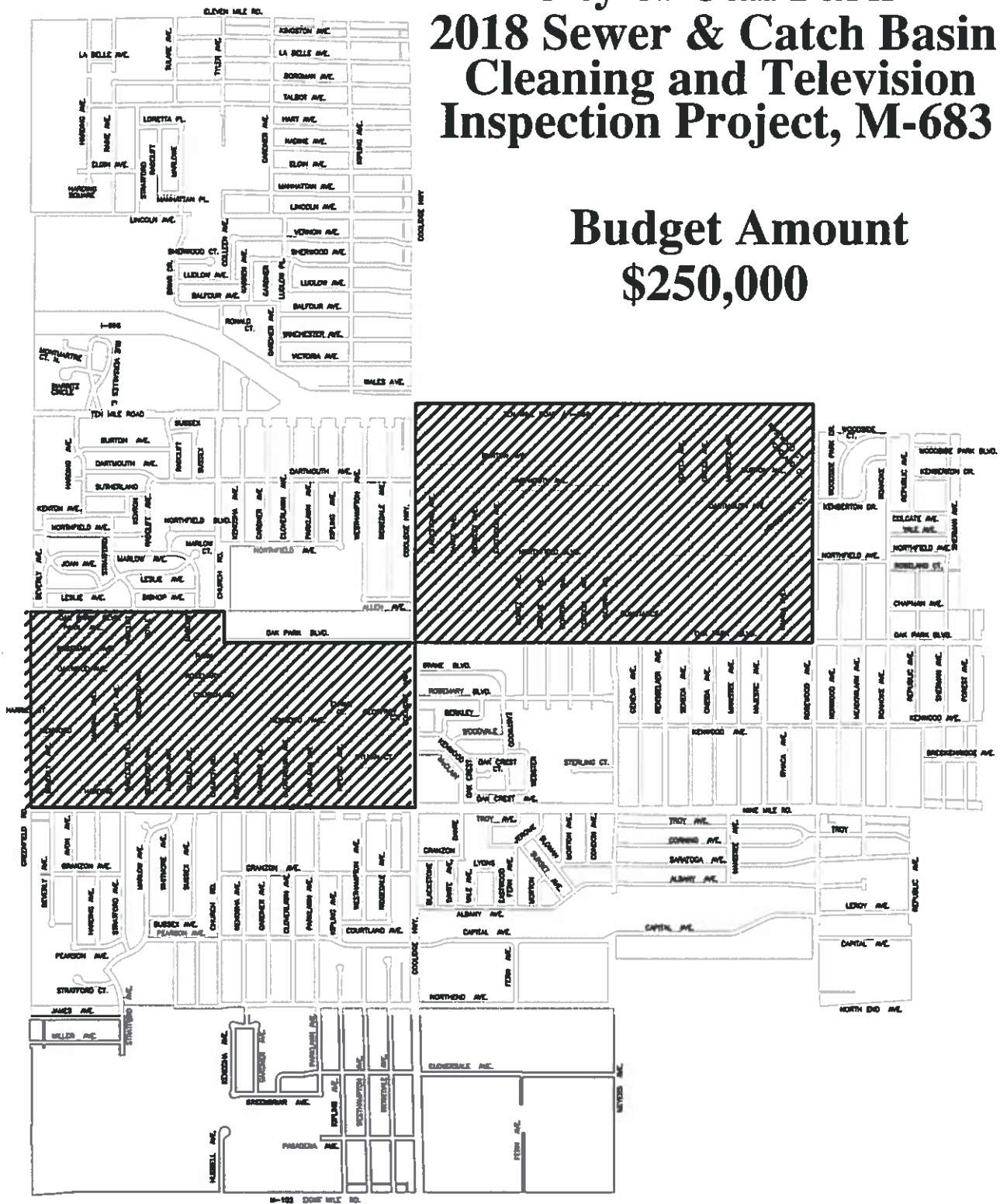
Director of Finance: _____

Budgeted: ☒

EXHIBITS: Project Area Map, Letter from Taplin Group, LLC, Project Estimate

City of Oak Park 2018 Sewer & Catch Basin Cleaning and Television Inspection Project, M-683

**Budget Amount
\$250,000**



TAPLIN
GROUP, LLC
Environmental Services

5140 West Michigan Avenue Kalamazoo, MI 49006

June 20, 2018

Danfred Samuel
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48237

Re: Extension of Contract Pricing

Dear Mr. Samuel,

Please accept this letter as acceptance of the City's intent to extend the current contract for sewer cleaning services.

Upon review of the proposed scope for 2018, the Taplin Group will honor the current contract prices under the city contract M-673 for 2017 Sewer & Catch Basin Cleaning and Television Inspection Project from 2017.

Please contact me with any questions or to advise of the next steps to finalize this agreement.

We appreciate the opportunity to continue our relationship with the City of Oak Park.

Sincerely,



David M. Balogh
Vice President, Underground Infrastructure Services

**2018 SEWER & CATCH BASIN CLEANING
AND TV INSPECTION PROJECT, M-683**

EXHIBIT A

**TAPLIN GROUP, LLC
5140 W. MICHIGAN AVE
KALAMAZOO, MI 49006**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANT.</u>	<u>U/M</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1	Medium 8" Sewer Cleaning & TV Inspection	7,000	LFT	\$ 1.15	\$ 8,050.00
2	Medium 10" Sewer Cleaning & TV Inspection	4,800	LFT	\$ 1.23	\$ 5,904.00
3	Medium 12" Sewer Cleaning & TV Inspection	30,600	LFT	\$ 1.35	\$ 41,310.00
4	Medium 15" Sewer Cleaning & TV Inspection	21,200	LFT	\$ 1.42	\$ 30,104.00
5	Medium 18" Sewer Cleaning & TV Inspection	12,300	LFT	\$ 1.48	\$ 18,204.00
6	Medium 21" Sewer Cleaning & TV Inspection	2,900	LFT	\$ 1.56	\$ 4,524.00
7	Medium 24" Sewer Cleaning & TV Inspection	4,300	LFT	\$ 1.60	\$ 6,880.00
8	Medium 27" Sewer Cleaning & TV Inspection	3,000	LFT	\$ 1.65	\$ 4,950.00
9	Medium 30" Sewer Cleaning & TV Inspection	2,900	LFT	\$ 1.75	\$ 5,075.00
10	Medium 33" Sewer Cleaning & TV Inspection	500	LFT	\$ 1.80	\$ 900.00
11	Medium 36" Sewer Cleaning & TV Inspection	3,800	LFT	\$ 1.91	\$ 7,258.00
12	Medium 48" Sewer Cleaning & TV Inspection	0	LFT	\$ 2.10	\$ -
13	Catch Basin Lead Cleaning & TV Inspection	15,900	LFT	\$ 3.08	\$ 48,972.00
14	Catch Basin Structure Cleaning	625	EA	\$ 51.90	\$ 32,437.50
15	Sewer Lateral Protruding Lead Cutting	5	EA	\$ 272.47	\$ 1,362.35

TOTAL COST \$ 215,930.85



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 16, 2018

AGENDA #

SUBJECT: Request from Insituform Technologies USA, LLC for a contract extension for the 2019 Sewer Lining Project, M-688.

DEPARTMENT: Technical & Planning/DPW – Engineering KJY / GWS

SUMMARY: Please find attached a request from Insituform Technologies USA, LLC, the contractor for the 2017-2018 Sewer Lining Project. They have indicated that they would like to execute the second year extension of their unit prices from this project to perform the 2019 Sewer Lining Project, M-688. The contract allowed for up to a two (2) year extension.

FINANCIAL STATEMENT: There is \$500,000 budgeted in the FY 2018-2019 budget for sewer lining and repairs.

RECOMMENDED ACTION: It is recommended City Council approve the offer for the contract extension from Insituform Technologies USA, LLC for the 2019 Sewer Lining Project, M-688 for the amount of \$248,066.90, be approved. Funding is available in the Water & Sewer Fund 592-18-550-970 for this project.

APPROVALS:

City Manager: _____

Department Director: _____

Director of Finance: _____

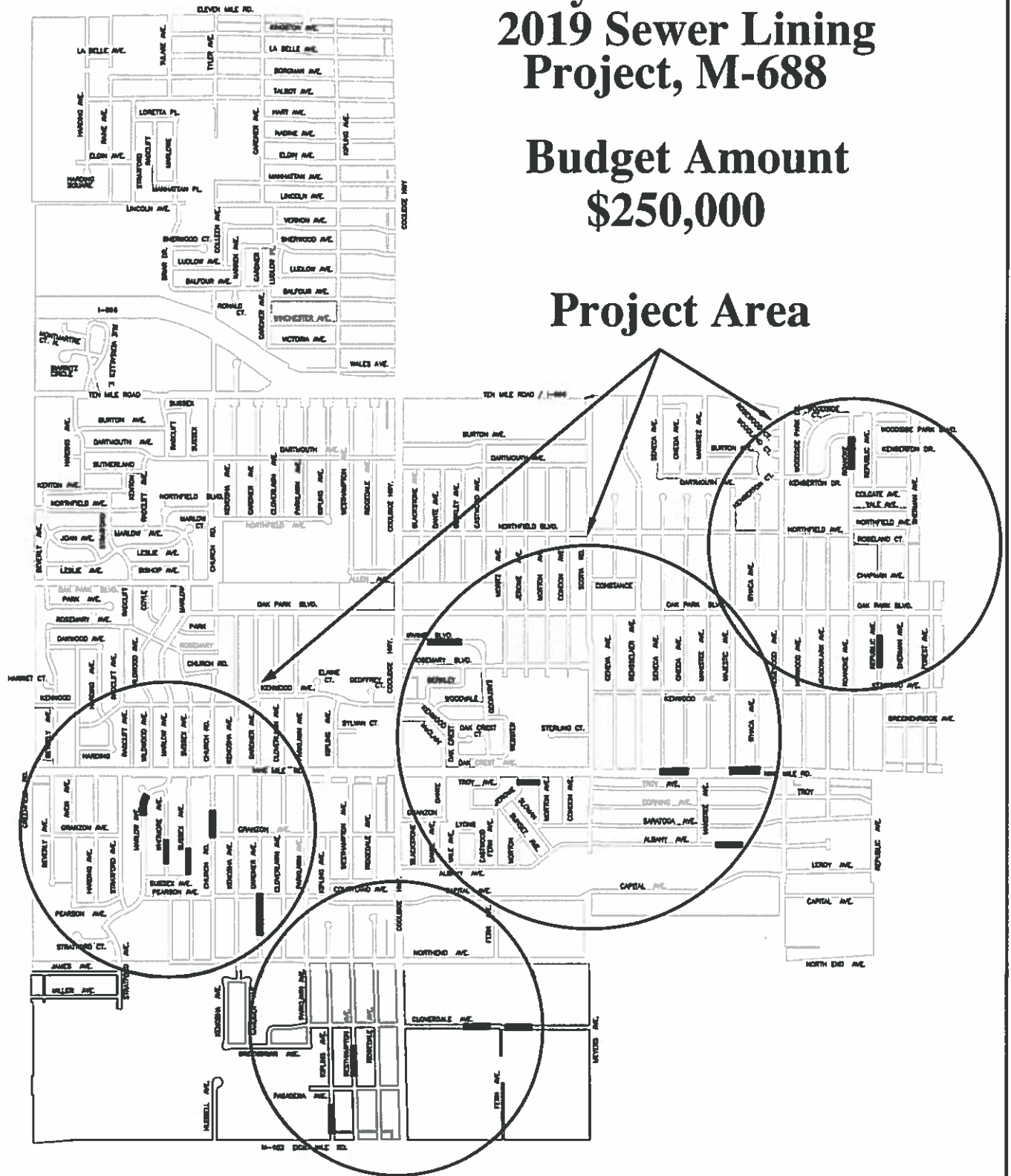
Budgeted: ☒

EXHIBITS: Project Area Map, Letter from Insituform Technologies USA, LLC, Project Estimate

City of Oak Park 2019 Sewer Lining Project, M-688

**Budget Amount
\$250,000**

Project Area





Stronger. Safer. Infrastructure.



Insituform Technologies USA, LLC
1088 Victory Dr.
Howell, MI 48843
Tel (517) 546-4107
Fax (517) 546-4282
www.insituform.com

June 26, 2018

Dan Samuel, Engineering Technician
City of Oak Park - Technical & Planning Department
14300 Oak Park Blvd.
Oak Park, MI 48237
Phone: (248) 691-7580
dsamuel@oakparkmi.gov

RE: 2017-2018 Sewer Lining Project M-677 – 2018-2019 Contract Extension

Dear Dan,

It is the intent of Insituform Technologies USA, LLC (ITUSA) to extend our contractual agreement to continue to service the City of Oak Park, MI under the above referenced contract. ITUSA proposes to hold the existing pricing shown below, submitted as a part of the bid opening dated December 19, 2017, until June 30, 2019, at which time these prices can be re-evaluated by both ITUSA and the City.

EXISTING PRICING

PAY ITEM	DESCRIPTION		U/M	UNIT PRICE
1	8-Inch Insituform® CIPP		LF	\$ 28.50
2	10-Inch Insituform® CIPP		LF	\$ 28.50
3	12-Inch Insituform® CIPP		LF	\$ 32.00
4	15-Inch Insituform® CIPP		LF	\$ 54.90
5	18-Inch Insituform® CIPP		LF	\$ 52.50
6	24-Inch Insituform® CIPP		LF	\$ 84.30
7	Lateral Reinstatement		EA	\$ 82.50
8	Protruding Tap Removal		EA	\$ 58.20
9	Minor Traffic Device		LS	\$ 967.50
10	Project Clean Up		LS	\$ 317.40
11	Inspection Crew Days		Day	\$ 320.00

We appreciate our long-term relationship with the City of Oak Park and we look forward to working with your community into the future. Please do not hesitate to contact either Duane Ginderske or myself with any questions.

Very Truly Yours,

INSITUFORM TECHNOLOGIES USA, LLC

Jay B. Ferguson

Jay B. Ferguson
Business Development Manager

2019 SEWER LINING PROJECT, M-688 EXHIBIT A				INSITUFORM TECHNOLOGIES USA 17988 EDISON AVE. CHESTERFIELD, MO 63005	
ITEM	DESCRIPTION	QUANTITY	U/M	UNIT PRICE	AMOUNT
1	8" Sewer Pipe Lining	0	LFT	\$28.50	\$0.00
2	10" Sewer Pipe Lining	0	LFT	\$28.50	\$0.00
3	12" Sewer Pipe Lining	1270	LFT	\$32.00	\$40,640.00
4	15" Sewer Pipe Lining	1735	LFT	\$54.90	\$95,251.50
5	18" Sewer Pipe Lining	1257	LFT	\$52.50	\$65,992.50
6	24" Sewer Pipe Lining	310	LFT	\$84.30	\$26,133.00
7	Reinstating Sewer Lateral	140	EA	\$82.50	\$11,550.00
8	Sewer Lateral Protruding Lead Cutting	25	EA	\$58.20	\$1,455.00
9	Minor Traffic Device	1	LSUM	\$967.50	\$967.50
10	Project Clean Up	1	LSUM	\$317.40	\$317.40
11	Inspection Crew Days	18	DAYS	\$320.00	\$5,760.00
				TOTAL COST	\$248,066.90



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: July 16, 2018

AGENDA #

SUBJECT: Approve a Pass Through Agreement with SEMCOG to accept the Multi Community Planning Grant

DEPARTMENT: Economic Development and Communications

SUMMARY: The Economic Development Department has been working with the cities of Huntington Woods and Berkley to jointly apply for a planning grant through SEMCOG to study the corridors of Eleven mile and Coolidge. The cost of the project is estimated at \$19,135.60. The grant will require a 20% match that will be split evenly across all three communities for a cost of roughly \$1,275.71 each. The funds are available in the Corridor Improvement Authority budget.

FINANCIAL STATEMENT: CIA Budget 251-00.000-818.000

RECOMMENDED ACTION: Authorize the City Manager to sign the Pass Through Agreement and all other documentation in reference to grant reporting, etc.

APPROVALS:

City Manager: _____

Director: _____

Director of Finance _____

Budgeted ☒

EXHIBITS:



Southeast Michigan Council of Governments

Developing Regional Solutions

SEMCOG Planning Assistance Program Multi-Community Planning - Application

Applicant Information

Agency Name: City of Oak Park - Huntington Woods - Berkley

Agency Type: City/Village



Contact Person:

Name Kimberly Marrone
Phone 248-691-7404
Email kmarrone@oakparkmi.gov

Chief Elected Official:

Name Mayor Marian McClellan
Phone 248-691-7402
Email mmcclellan@oakparkmi.gov

Sponsor (if applicable):

Name
Phone
Email

Project Information

Project Name: HOB Joint Planning Project

Project Type: Planning for additional green infrastructure, enhanced pedestrian crossings, and road diet feasibility.

Project Location and Limits (county, city/village/township, zip code, street name/cross streets, community building, school, park, etc.):

The project will study two corridors that run through all 3 communities of Oak Park, Berkley and Huntington Woods. The first Corridor is Eleven Mile Road which will be studied from Woodward west to Greenfield Road. The second corridor is Coolidge Highway which will be studied from 12 Mile Road south to 9 Mile Road. Please see map attachment highlighting the area in orange to be studied.

Project partners and/or communities (please list lead community, as well as all communities and partners involved in the project):

Lead Community: City of Oak Park

Partner Communities and Agencies:

City of Berkley, Berkley DDA, Oak Park CIA, City of Oak Park, Oak Park Planning Commission, City of Huntington Woods, Huntington Woods Planning Commission, Huntington Woods Environmental Advisory Committee

In a brief narrative, describe the proposed project and how the project will benefit the communities (attach additional sheets, if necessary):

The multi community planning grant will assist three local communities in a variety of ways. The communities of Berkley, Huntington Woods and Oak Park will study the effects and best locations to install green infrastructure along Coolidge Highway as well as the feasibility of a road diet, creating improved parking for commercial districts, installing streetscapes, and safe pedestrian crosswalks. SEMCOG shows traffic count on Coolidge Highway to range from 7,480 at 12 Mile Road to a high of 11,870 north of 10 Mile Road. The second corridor to be studied will be 11 Mile Road. SEMCOG traffic counts on 11 Mile show that the traffic from Woodward Avenue to Greenfield Road ranges from a high of 13,766 at Woodward Avenue to a low of 5,850 East of Greenfield Road. This five lane road appears to be a perfect candidate for a road diet that will allow for bike lanes, green infrastructure, as well as better pedestrian crosswalks to connect the communities together and create streetscape to provide an environment to spark additional economic development. Each aspect of the project is described in more detail in the attached file named Proposed Project and Benefits Narrative

Total Project Cost (\$50,000 Max) (attach budget detailing items of work): \$19,135.60

Local Match Amount: \$3,827.12

Percentage (minimum of 20%): \$3,827.12 Source(s): Oak Park CIA, Berkley DDA, City of Berkley, Huntington Woods

1001 Woodward, Suite 1400 • Detroit, Michigan 48226 • (313) 961-4266 • Fax (313) 961-4869 • semcog.org

Robert Clark
Chairperson
Mayor,
City of Monroe

Phil Welpert
First Vice Chair
Commissioner,
Oakland County

Chris Barnett
Vice Chairperson
Supervisor,
Orion Township

Donald Hubler
Vice Chairperson
Secretary,
Macomb ISD

Brenda Jones
Vice Chairperson
President,
Detroit City Council

Eric Sabree
Vice Chairperson
Treasurer,
Wayne County

Rodrick Green
Immediate Past Chair
Trustee,
Superior Township

Kathleen Lomako
Executive Director

Project Schedule (implementation dates and activity milestones):

RFP for Planning Assistance - June 2018
Hire Planning Consultant - July 2018
Public Outreach - August-September 2018
Research - July - October 2018

Preliminary design/report - October 2018
Present findings - November 2018
Finalize plan for approval - January 2019
Begin implementation of plan - February 2019

Explain any and all stakeholder engagement in the development of this project concept and what stakeholders were involved. How did this input help shape this project concept?

See attachment labeled stakeholder engagement attachment

Regional or State Plan which this project helps implement:

- | | |
|---|---|
| ☒ Southeast Michigan Traffic Safety Plan | ☒ Regional Transportation Plan for Southeast Michigan |
| ☒ Bicycle & Pedestrian Travel Plan for Southeast Michigan | ☒ Partnership for Prosperity: Economic Development Plan |
| ☒ Access to Core Services in Southeast Michigan | ☒ Green Infrastructure Vision for Southeast Michigan |
| ☐ Water Resources Plan for Southeast Michigan | ☒ Other (specify): |

Explain how this project is consistent with the above plan(s):

See attached narrative labeled consistency with SEMCOG Plans which describes the consistency with the following plans:

Southeast Michigan Traffic Safety Plan
Bicycle & Pedestrian Travel Plan for Southeast Michigan
Access to Core Services
Regional Transportation Plan for Southeast Michigan
Partnership for Prosperity: Economic Development Plan
Green Infrastructure Vision for Southeast Michigan
Oak Park Master Plan
Oak Park Strategic Economic Development Plan
Huntington Woods Master Plan
Berkley Master Plan
Berkley DDA Design Guidelines

Describe the process to implement recommended actions or how you will evaluate the effectiveness of the project:

Once the components of the plan are finalized, it will be important to present the final proposed ideas/designs to residents, Planning Commissions, City Councils/Commissions and other impacted stakeholder groups to gather additional input and feedback. Also critical to the process are identifying appropriate benchmarks before any action in order to evaluate the effectiveness of the projects. Possible benchmarks are: amount of stormwater expected to be diverted from the sewer system; reinvestment dollars along 11 Mile Road and Coolidge; home values; leasing rates; and accident data. Because of the expected cost of implementation, the cities would apply for a TAP grant for financial assistance in order to implement the recommended actions.

Other project considerations:

The project encompasses three cities with a history of collaborating to improve the region. One such example includes the TAP Grant we received in conjunction with working on a regional TAP Grant for bike routes, as well as a current application for bike share (MOGO) project.

Attach any other supporting documents (e.g., maps, photographs, letters of support, sponsorship agreement, etc.)

☒ I agree to the administrative requirements listed in the Frequently Asked Questions document, including the provision of the required 20 percent local match.

Signature of Chief Elected Official: _____ Date: 5/16/18

PASS THROUGH AGREEMENT BETWEEN
CITY OF OAK PARK AND
SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

THIS AGREEMENT, made and entered into this ____ day of _____ 2018 by and between CITY OF OAK PARK (here in after, together with its assignees and successors in interest, called the "GRANT RECIPIENT") and SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS - a Michigan Regional Planning Commission; 1001 Woodward - Suite 1400, Detroit, Michigan 48226 (hereinafter called SEMCOG). All terms and conditions of the prime contract **2018-0009**, between SEMCOG and the Michigan Department of Transportation are incorporated in this Agreement. In the event of a conflict between the terms and conditions of the subcontract and the prime contract, **2018-0009**, the prime contract prevails.

WITNESSETH:

WHEREAS, SEMCOG, in cooperation with MDOT, FHWA and the FTA, desires to enter into an agreement with the GRANT RECIPIENT;

NOW, THEREFORE, SEMCOG and GRANT RECIPIENT agree that:

GRANT RECIPIENT WILL:

1. GRANT SPECIFICATIONS

- a. The grant award was developed in response to SEMCOG's Planning Assistance Program and approved by the Regional Review Committee.
- b. **SCOPE OF WORK:** GRANT RECIPIENT shall do, perform and complete in a satisfactory manner, as determined by SEMCOG, the work described in the narrative and budget described in Section 27 of this agreement.
- c. **MODIFICATIONS:** Unless prior written approval of SEMCOG is obtained, the GRANT RECIPIENT may not modify or change the proposal, timeline, or budget.
- d. **METRICS and DELIVERABLES:** GRANT RECIPIENT is responsible for the metrics and deliverables proposed in their narrative.

2. ACCOUNTS AND RECORDS

- a. GRANT RECIPIENT will establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Agreement, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under this Agreement.
- b. GRANT RECIPIENT will maintain the RECORDS for at least three (3) years from the date of final payment made by SEMCOG under this Agreement. In the event of a dispute with regard to

the allowable expenses or any other issue under this Agreement, GRANT RECIPIENT will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. SEMCOG and MDOT or its representative may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.
- d. If any part of the work is subcontracted, GRANT RECIPIENT will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

3. AUDIT OF ACCOUNTS AND RECORDS

- a. The GRANT RECIPIENT will require audits to be made to determine, at a minimum, the fiscal integrity of financial transactions and reports and the compliance with laws, regulations, and administrative requirements. Audits will be scheduled in accordance with the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended.
- b. Audits are to be performed by an independent accounting firm and must conform to the regulations and procedures established by the federal Office of Management and Budget as set forth in 49 CFR Part 18, as amended, 2 CFR Part 200, as amended, and such other regulations and procedures established by MDOT, the FHWA, and the FTA. All such audits are subject to review and approval by MDOT, the FHWA, the FTA, and the Office of Inspector General.
- c. Audit and Inspection. The GRANT RECIPIENT will comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507), and the requirements of 2 CFR Part 200, including Subpart F – Audit Requirements, as amended, and the provisions of 1951 PA 51, MCL 247-660h, as applicable, that are in effect at the time of Agreement award with regard to audits.
 - i. Grant recipients expending a total of Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in federal funds from one or more funding sources in their fiscal year must have a single audit conducted for that year. The Seven Hundred Fifty Thousand Dollars (\$750,000.00) threshold represents all federal funding sources. This is in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200 Subpart F, as amended.
 - ii. Grant recipients expending less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in federal funds must submit a letter to MDOT advising that a single audit was not required. The letter will indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the MDOT federal programs, and the Catalog of Federal Domestic Assistance (CFDA) grant number(s).
 - iii. Grant recipients must complete their single audits electronically through the Federal Audit Clearinghouse website (<http://harvester.census.gov/fac/>). Users are instructed to create an online report ID and then to complete Form SF-SAC prior to submitting their reporting packages. The audit will be completed and submitted electronically within thirty (30) days after receipt of the agency's report(s) or within nine (9) months after the end of the agency's fiscal year, whichever is earlier.

- iv. Grant recipients will also comply with applicable state laws and regulations relative to audit requirements.
 - v. Grant recipients will not charge audit costs to MDOT's federal programs that are not in accordance with the aforementioned 2 CFR Part 200 requirements.
 - vi. All grant recipients are subject to the federally-required monitoring activities, which may include limited scope reviews and other on-site monitoring.
- d. The provisions set forth in subsections (a), (b), and (c) above will be included in all contracts and subcontracts relating to this Agreement.

4. BILLINGS AND PROGRESS REPORTS

Submit monthly billing and progress reports to SEMCOG on work accomplished based on the approved grant award narrative and budget. Progress reports will be in a form and manner acceptable to SEMCOG. A billing and progress report will be submitted not later than fifteen (15) days after the end of each billing period.

GRANT RECIPIENT agrees that the costs reported to SEMCOG for this Agreement will represent only those items that are properly chargeable in accordance with this Agreement. GRANT RECIPIENT also certifies that it has read the Agreement terms and has made itself aware of the applicable laws, regulations, and terms of this Agreement that apply to the reporting of costs incurred under the terms of this Agreement.

5. FINAL REPORT

Submit a final performance report covering the grant award accomplishments not later than ninety (90) days following the end of the grant award time period.

6. INDEMNIFY AND SAVE HARMLESS

In addition to the protection afforded by any policy of insurance, GRANT RECIPIENT agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, MDOT, FHWA, FTA, SEMCOG, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms or corporations for labor, services, materials, or supplies provided to GRANT RECIPIENT in connection with GRANT RECIPIENT performance under this Agreement; and
- b. From any and all claims for injuries to or death of any and all persons, for loss of or damage to property, for environmental damage or degradation, response and clean-up costs, and for attorney fees and related costs arising out of, under, or by reasons of GRANT RECIPIENT performance under this Agreement, except claims resulting from the sole negligence or willful acts or omissions of said indemnitee, its agents, or its employees; and
- c. Against all claims, suites, costs, damages, and expenses that the State of Michigan, the Michigan State Transportation Commission, MDOT, SEMCOG, FHWA, and/or the FTA may sustain by reason of any scandalous, libelous or unlawful matter obtained or alleged to be obtained in the work, or any infringement or violation by the work of any copyright or property right.

SEMCOG will not be subject to any obligations or liabilities by contractors of GRANT RECIPIENT or its GRANT RECIPIENTS or any other person not a party to the Agreement without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

It is expressly understood and agreed that GRANT RECIPIENT will take no action or conduct that arises either directly or indirectly out of its obligations, responsibilities, and duties under this Agreement that results in claims being asserted against or judgments being imposed against the State of Michigan, SEMCOG, MDOT, the Michigan State Transportation Commission, FHWA, and/or the FTA, as applicable.

In the event that the same occurs, it will be considered as a breach of this Agreement, thereby giving the State of Michigan, MDOT, SEMCOG, the Michigan State Transportation Commission, FHWA, and/or the FTA a right to seek and obtain any necessary relief or remedy, including, but not limited to, a judgment for money damages.

GRANT RECIPIENT will provide, at grant award cost, public liability, property damage, and workers' compensation insurance, insuring as they may appear all claims that may arise out of the GRANT RECIPIENT operations under this Agreement.

7. APPRAISAL OF GRANT AWARD

Through the SEMCOG staff representative, reserve the right to advise and recommend changes to each task and activity appearing in the narrative and the basic study methods, procedures, and analytical techniques to be applied in carrying out those portions of each portion of the narrative that, in total or in part, are financed with funds from FHWA, or the FTA.

8. STAFF REPRESENTATIVE

Provide a SEMCOG staff representative to assist or otherwise advise GRANT RECIPIENT in the performance of its transportation planning responsibilities as provided herein.

9. DOCUMENT APPROVAL

Develop and maintain appropriate procedures to reflect the various responsibilities of document review and approval at the state and federal levels.

10. REIMBURSABLE COSTS

Reimburse GRANT RECIPIENT for costs properly chargeable in accordance with this Agreement and eligible for federal reimbursement under the provisions of OMB Circular A-87. Reimbursements will be based on actual costs.

11. REIMBURSEMENT TO GRANT RECIPIENT FOR COSTS INCURRED

SEMCOG hereby agrees that payment to the GRANT RECIPIENT shall be made within (10) days of the receipt of payment from the State of Michigan.

12. AUDIT

In the event that an audit performed by or on behalf of SEMCOG indicates an adjustment to the costs reported under this Agreement or questions the allowability of an item of expense, SEMCOG will promptly submit to GRANT RECIPIENT a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to GRANT RECIPIENT at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, GRANT RECIPIENT will (a) respond in writing to SEMCOG indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT and SEMCOG a written explanation as to any questioned or no opinion expressed item of expense hereinafter referred to as the "RESPONSE." The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, GRANT RECIPIENT may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by SEMCOG and MDOT. The RESPONSE will refer to and apply the language of the Agreement. GRANT RECIPIENT agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes SEMCOG and MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT and SEMCOG will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If SEMCOG determines that an overpayment has been made to GRANT RECIPIENT, GRANT RECIPIENT will repay that amount to SEMCOG or reach agreement with SEMCOG on a repayment schedule within thirty (30) days after the date of an invoice. If GRANT RECIPIENT fails to repay the overpayment or reach agreement with SEMCOG on a repayment schedule within the thirty (30) day period, GRANT RECIPIENT agrees that SEMCOG will deduct all or a portion of the overpayment from any funds then or thereafter payable by SEMCOG, to GRANT RECIPIENT under this Agreement or any other agreement or payable to GRANT RECIPIENT under the terms of 1951 PA, as applicable. Interest will be assessed on any partial payments or repayments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by SEMCOG and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. GRANT RECIPIENT expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest SEMCOG's decision only as to any item of expense the disallowance of which was disputed by GRANT RECIPIENT in a timely filed RESPONSE.

13. PROMPT PAYMENT

GRANT RECIPIENT agrees to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment GRANT RECIPIENT receives from SEMCOG. This requirement is also applicable to all sub-tier GRANT RECIPIENTs and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a GRANT RECIPIENT against the SEMCOG or MDOT. This provision applies to both Disadvantaged Business Enterprise (DBE) and non-DBE GRANT RECIPIENTs.

GRANT RECIPIENT further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE GRANT RECIPIENT payments to MDOT semi-annually in the format set forth in Appendix D, dated July 2010, attached hereto and made a part hereof, or any other format acceptable to MDOT.

14. FHWA AND FTA PARTICIPATION

Certain funding under this Agreement is contingent on participation from year to year by FHWA or FTA. No obligations for such costs not reimbursable by FHWA or FTA will be knowingly entered into and billed to SEMCOG for reimbursement. Incurred costs that are not reimbursable by FHWA or FTA will be the sole responsibility of the GRANT RECIPIENT.

15. FEDERAL LAWS AND REGULATIONS

All applicable federal, state, and local laws, regulations, and ordinances are incorporated into and made a part of this Agreement, and the parties will comply therewith.

16. NONDISCRIMINATION, DBE, AND ENVIRONMENTAL REQUIREMENTS

GRANT RECIPIENT will comply with and will require any contractor or GRANT RECIPIENT to comply with the following:

- a. In connection with the performance of the Agreement, GRANT RECIPIENT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts," as set forth in Appendix A, dated March 2010, attached hereto and made a part hereof. This provision will be included in all subcontracts relating to this Agreement.
- b. During the performance of this Agreement, GRANT RECIPIENT, for itself, its assignees, and its successors in interest (hereinafter in Appendix B referred to as the "contractor"), agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR, Part 21) issued pursuant to said Act, including Appendix B, dated March 2010, attached hereto and made a part hereof.
- c. GRANT RECIPIENT will carry out the applicable requirements of the MDOT's Disadvantaged Business Enterprise (DBE) program and 49 CFR Part 26, including, but not limited to those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof, with respect to the UWP, said UWP allowing GRANT RECIPIENT to operate under the provisions of its own MDOT-approved DBE program.
- d. GRANT RECIPIENT will make achieving environmental justice a part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health or environmental affects of its programs, policies, and activities on minority populations and low income populations.
- e. GRANT RECIPIENT further certifies that it agrees to use the E-Verify system to verify that all persons hired during the contract term by the Contractor are legally present and authorized to work in the United States.

17. REPORT LANGUAGE

All reports published by GRANT RECIPIENT will contain the following statement in the credit line if MDOT or FHWA or FTA does not subscribe to the findings:

"The contents of this _____ (report) reflect the view of _____ (the author), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of _____ (the name of nonconcurring party.) This _____ (reports) does not constitute a standard, specification, or regulation."

18. OWNERSHIP OF DATA

Ownership of data collected hereunder will be vested in GRANT RECIPIENT with full rights of free access and use thereto guaranteed to SEMCOG, MDOT, FHWA and FTA, and/or all other participating agencies.

19. PATENT RIGHTS AND COPYRIGHTS

Patent rights and copyrights will be the property of GRANT RECIPIENT. GRANT RECIPIENT will obtain the written approval of the MDOT prior to submitting applications in the name of GRANT RECIPIENT for copyrights or patents on any papers, reports, forms, or other materials that are a part of the GRANT RECIPIENT work as above noted under this Agreement, said approval being necessary before, during, and after the performance of said work by GRANT RECIPIENT with respect to this Agreement. SEMCOG, MDOT, and FHWA and/or FTA reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the work for governmental purposes.

20. UNFAIR LABOR PRACTICES

In accordance with 1980 PA 278, MCL 423.321 *et seq.*; MSA 17.458(22) *et seq.*, GRANT RECIPIENT, in performance of this Agreement, will not enter into a contract with a GRANT RECIPIENT, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Agreement if the name of GRANT RECIPIENT or the name of a GRANT RECIPIENT, manufacturer, or supplier utilized by GRANT RECIPIENT in the performance of this Agreement subsequently appears in the register during the performance of this Agreement.

21. INDIVIDUALS WITH DISABILITIES

GRANT RECIPIENT agrees that not otherwise qualified individuals with disabilities in the United States, as defined in Section 1630.2 of the Americans with Disabilities Act, Title 42, USC 12101, will, solely by reason of their disabilities, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving benefits under this Agreement.

22. CERTIFICATION

GRANT RECIPIENT signature on this Agreement constitutes GRANT RECIPIENT certification of "status" under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification included as a part of this Agreement as Attachment A is Appendix A of 49 CFR Part 29 and applies to GRANT RECIPIENT (referred to in Appendix A as "the prospective primary participant").

GRANT RECIPIENT is responsible for obtaining the same certification from all GRANT RECIPIENTs under this Agreement by inserting the following paragraph in all subcontracts:

"The GRANT RECIPIENT's signature on this Agreement constitutes the GRANT RECIPIENT's certification of 'status' under penalty of perjury under the laws of the United States with respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification included as a part of this Agreement as Attachment B is Appendix B of 49 CFR Part 29."

This certification is required of all GRANT RECIPIENTs, testing laboratories, and other lower tier participants with which GRANT RECIPIENT enters into a written arrangement for the procurement of goods or services provided for in this Agreement.

23. APPROVALS, REVIEWS, AND INSPECTIONS

Any approvals, acceptances, reviews, and inspections of any nature by SEMCOG and MDOT will not be construed as a warranty or assumption of liability on the part of SEMCOG and MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and inspections are for the sole and exclusive purposes of SEMCOG and MDOT, which is acting in a governmental capacity under this Agreement, and that such approvals, acceptances, reviews, and inspections are a governmental function incidental to the performance of the UWP under this Agreement.

Any such approvals, acceptances, reviews, and inspections by SEMCOG and MDOT will not relieve GRANT RECIPIENT of its obligations hereunder, nor are such approvals, acceptances, reviews and inspections by SEMCOG and MDOT to be construed as a warranty as to the propriety of GRANT RECIPIENT performance but are undertaken for the sole use and information of SEMCOG and MDOT.

24. TERMINATION

SEMCOG may terminate this Agreement for convenience or cause, as set forth below, before the services are completed. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed in accordance with the following:

a. Termination for Convenience:

If SEMCOG terminates this Agreement for convenience, SEMCOG will give GRANT RECIPIENT written notice of such termination thirty (30) days prior to the date of such termination, and GRANT RECIPIENT will be reimbursed for all costs incurred for work

accomplished on the UWP up to receipt of the notice of termination. Such reimbursement will be as set forth in Section 16, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of services exceed the amount GRANT RECIPIENT would have received had the services been completed.

b. Termination for Cause:

In the event GRANT RECIPIENT fails to complete any of the services in a manner satisfactory to SEMCOG, SEMCOG may terminate this Agreement. Written notice of termination will be sent to GRANT RECIPIENT. GRANT RECIPIENT will be reimbursed as follows:

GRANT RECIPIENT will be reimbursed for all costs incurred for work accomplished based upon the grant award narrative and budget up to receipt of the notice of termination. SEMCOG may pay a proportional share for a partially completed work product. The value of such partially completed work product will be determined by SEMCOG based on actual cost incurred up to the estimated value of the work product received by SEMCOG, as determined by SEMCOG. Such actual costs will be as set forth in Section 10 and 11, but not to exceed the amount set forth in the grant award. SEMCOG will receive the work product produced by GRANT RECIPIENT under this Agreement up to the time of termination, prior to GRANT RECIPIENT being reimbursed. In no case will the compensation paid to GRANT RECIPIENT for partial completion of the services exceed the amount GRANT RECIPIENT would have received had the services been completed.

In the event that termination by SEMCOG is necessitated by any wrongful breach, failure, default, or omission by GRANT RECIPIENT, SEMCOG will be entitled to pursue whatever remedy is available to it, including, but not limited to, withholding funds or off-setting against funds owed to GRANT RECIPIENT under this Agreement, as well as any other existing or future contracts or agreements between GRANT RECIPIENT and SEMCOG, for any and all damages and costs incurred or sustained by SEMCOG as a result of its termination of this Agreement due to the wrongful breach, failure, default, or omission by the GRANT RECIPIENT. In the event of termination of this Agreement, SEMCOG may procure the professional services from other sources and hold GRANT RECIPIENT responsible for any damages or excess costs occasioned thereby.

25. ASSIGNMENT OF ANTITRUST RIGHTS

With regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement, GRANT RECIPIENT hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT and SEMCOG due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan.

GRANT RECIPIENT shall require any GRANT RECIPIENTS to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan MDOT and SEMCOG with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to SEMCOG under this Agreement due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - .788, excluding Section 4a, to the State of Michigan as a third-party beneficiary.

GRANT RECIPIENT shall notify MDOT and SEMCOG if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the GRANT RECIPIENT obligation to MDOT and SEMCOG under this Agreement may have occurred or is threatened to occur. GRANT RECIPIENT shall also notify MDOT and SEMCOG if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet GRANT RECIPIENT obligation to SEMCOG under this Agreement.

26. TERM OF AGREEMENT

Upon award, this Agreement will be in effect from 07/01/18 through 06/30/19 for amount not to exceed \$20,000 as budgeted in the 2018-2019 Unified Work Program. Reimbursements will be based on actual costs.

Pass-Through Grant Recipient Information:

	Total Funds	Federal Funds	Local Match
FHWA PL 112 Funds CFDA #20.205	\$20,000	\$16,370	\$3,630

Federal Award: July 1, 2018

Federal Award Identification Number (FAIN):

SEMCOG Grant: Consolidated Planning Grant (CPG19)

SEMCOG Project: Local & Public Capacity Billing (19314)

This agreement hereby certifies and guarantees that the local match of **\$3,630** for the Multi-Community Planning Grant award of **\$20,000** from the SEMCOG Planning Assistance Program, which is funded in the 2018-2019 Unified Work Program for Southeast Michigan, has been properly appropriated and provided by **City of Oak Park**.

The funds herein provided shall be utilized for transportation planning activities carried out by the hereinafter named authority in accordance with the 2018-2019 Unified Work Program. These are not R&D funds.

27. NARRATIVE AND BUDGET

Project Name: **Joint Corridor Planning Project**

Narrative

Under the Planning Assistance Program, the communities of Berkley, Huntington Woods and Oak Park will study the effects and best locations to install green infrastructure along Coolidge Highway as well as the feasibility of a road diet, creating improved parking for commercial districts, installing streetscapes, and locating sites for safe pedestrian crosswalks. The second corridor to be studied is 11 Mile Road. This five lane road appears to be a perfect candidate for a road diet that will allow for bike lanes, green infrastructure as well as better pedestrian crosswalks to connect the communities together and create a streetscape to spark additional economic development. The concept of a road diet is compelling to all three cities based on SEMCOG traffic counts. SEMCOG shows traffic counts on Coolidge Highway range from 7,480 at 12 Mile Road to a high of 11,860 north of 10 Mile Road. Traffic counts on 11 Mile show that the traffic from Woodward Avenue to Greenfield Road ranges from a high of 13,766 at

Woodward to a low of 5,850 east of Greenfield. This grant will provide an opportunity to explore the feasibility and gather input from residents on the road diet concept.

Each portion of the project is described below in more detail.

- Identify Green Infrastructure Opportunities - the proposed area for the project contains two major thoroughfares shared by Huntington Woods, Oak Park and Berkley. This grant provides an opportunity to study what green infrastructure projects are appropriate for the right-of-ways on Coolidge Highway and 11 Mile Road. These projects are in line with SEMCOG's "Green Infrastructure Vision for Southeast Michigan".
- Identify Pedestrian Crossing Locations - all three communities are considered very walkable but safe pedestrian crossing between cities is limited to the intersection of Coolidge & 11 Mile and Coolidge & Lincoln. As part of this planning grant, the cities will explore where additional and enhanced safe pedestrian crossings are most effective and beneficial to our residents. This action supports SEMCOG's "Bicycle and Pedestrian Travel Plan for Southeast Michigan".
- Feasibility of Road Diet to Create Dedicated Bike Lanes - in addition to studying opportunities for green infrastructure, the three communities want to explore the concept of a "road diet" on 11 Mile Road and on Coolidge Highway from 9 Mile Road to 12 Mile Road. Decreasing the number of vehicular lanes increases safety by creating protected bike lanes, safer crosswalks and better on-street parking options. This concept is consistent with SEMCOG's "Southeast Michigan Traffic Safety Plan."

Budget

Hiring a qualified consultant to carry out development of each of the three main aspects of the project: identification of green infrastructure opportunities; identification of preferred pedestrian crossing locations; and feasibility study of 11 Mile Rd and Coolidge Hwy for a road	\$20,000
TOTAL	\$20,000

28. AWARD

The Agreement will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of GRANT RECIPIENT and SEMCOG and upon adoption of a resolution approving said Agreement and authorizing the signature(s) thereto of the respective representative(s) of GRANT RECIPIENT, a certified copy of which resolution will be sent to SEMCOG with this Agreement, as applicable.

IN WITNESS WHEREOF, the parties have caused this Agreement to be awarded.

SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS

By: _____
Title: Executive Director

CITY OF OAK PARK

By: _____
Title: _____
Entity Identifier (DUNS#) _____

APPENDIX A PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

The Michigan Department of Transportation has a responsibility to ensure that contractors comply with federal contracting requirements, including equal opportunity requirements, and to assist in and cooperate with Federal Highway Administration (FHWA) programs to ensure that equal opportunity is afforded to all. In connection with the performance of work under this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract.

In accordance with Public act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

Furthermore, on any federally-assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D—Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation --Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964 (Title VII), Public Act 220 of 1976, and Public Act 453 of 1976.

2. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employments; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
3. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
4. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
5. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

6. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each GRANT RECIPIENT, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
7. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
8. The contractor agrees to cooperate with the Department's Project Manager or designee and the Department's Equal Employment Opportunity Officer to resolve any complaints brought against the contractor or any GRANT RECIPIENT on any federally assisted project or program by an employee, applicant for employment, or employee of the Department, regardless of whether or not the employee is employed by the contractor, GRANT RECIPIENT, or the Department, or is an applicant for employment, alleging prohibited discrimination. Prohibited discrimination includes, but is not limited to, sexual harassment, racial discrimination, and other protected categories set forth under Title VII and Public Act 453 of 1976.
9. The contractor shall comply with 23 CFR Subpart D and Executive Order 11246, and as such, the contractor or GRANT RECIPIENT shall conduct a prompt, thorough, and fair investigation of all complaints brought forward under Title VII and Public Act 453 of 1976, in cooperation with the Department's Equal Employment Opportunity Officer.
10. The contractor shall provide a written report detailing the findings of the investigation to the Department's Project Manager and Equal Employment Opportunity Officer when the complaint made against the contractor is by a Department employee or by an applicant for employment. The Department's Equal Employment Opportunity Officer shall review the report for compliance with 23 CFR Subpart D. It is the Department's intent to correct any current acts and prevent any future acts of discrimination arising out of a Title VII or Public Act 453 of 1976 complaint. Title VI complaints will be addressed through the Contractor Compliance Section in the Department's Office of Business Development.
11. The contractor shall include or incorporate by reference the provisions of all applicable covenants set forth in Sections 1 through 10 above in all subcontracts and purchase orders unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each GRANT RECIPIENT or supplier.

Application:

1. On any federally assisted contract, the contractor and GRANT RECIPIENT agree to comply with the equal employment opportunity provisions of 23 CFR Subpart D, 49 CFR Part 21, Executive Order 11246, Title VII, Public Act 220 of 1976, and Public Act 453 of 1976.
2. FHWA responsibilities under 23 CFR Part 230.405: The FHWA has the responsibility to ensure that contractors meet contractual equal opportunity requirements under Title 23 USC and to provide guidance and direction to states in the development and implementation of a program to ensure compliance with equal employment opportunity requirements.
3. FHWA Order 4710.8 clarifies that the Office of Federal Contract Compliance Programs of the Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and its implementing regulations.
4. Failure of the Department to discharge the responsibilities set forth in 23 CFR Part 230.405(b)(1) may result in the U.S. Department of Transportation taking any or all of the following actions (see 23 CFR Part 630, Subpart C, Appendix A):
 - i) canceling, terminating, or suspending the federal aid project agreement in whole or in part;
 - ii) refraining from extending any further assistance to the Department for the program under which the failure or refusal occurred until satisfactory assurance of compliance is received from the Department; and
 - iii) referring the case to the appropriate federal agency for legal proceedings.

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

Furthermore, on any federally assisted contract, the contractor and GRANT RECIPIENT shall comply with the equal employment opportunity provisions of 23 CFR Subpart D--Construction Contract Equal Employment Opportunity Compliance Procedures, 49 CFR Part 21--Non-Discrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act of 1964, Executive Order 11246, Title VII of the Civil Rights Act of 1964, Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), and Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act).

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

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

Revised March 2010

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

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

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

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

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

Appendix D

Prime Consultant Statement of DBE Sub-Consultant Payments

Information required in accordance with 49 CFR §26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs.

PRIME CONSULTANT			☐ CHECK IF PRIME IS MDOT-DBE CERTIFIED		AUTHORIZATION NO.		CONTRACT NO.	
BILLING PERIOD:			Check if Final Payment ☐		JOB NO.			
CERTIFIED DBE SUBCONSUL TANT	SERVICES WORK PERFORMED	TOTAL CONTRA CT AMOUN T	CUMULAT IVE DOLLAR VALUE OF SERVICES COMPLET ED	DEDUCTI ONS	ACTUAL AMOUNT PAID TO DATE	ACTUAL AMOUNT PAID DURING THIS REPORTING PERIOD	DBE AUTHORI ZED SIGNATU RE (Final Payment Report Only)	DATE

As the authorized representative of the above prime consultant, I state that, to the best of my knowledge, this information is true and accurate		
PRIME CONSULTANTS AUTHORIZED REPRESENTATIVE (signature)	TITLE	DATE/MDO

COMMENTS:

SPECIAL NOTE: “Prime Consultant or Authorized Representative” refers to recipients of federal funds as defined at 49 Code of Federal Regulations Part 26

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MDOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the GRANT RECIPIENT for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
PO Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free 1-866-DBE-1264

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
**Certification Regarding Debarment, Suspension, and Other
Responsibility Matters – Primary Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not

required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of
 - c. federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - d. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - e. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[60 FR 33042, 33064, June 26, 1995]

ATTACHMENT B

[This is a reproduction of Appendix B of 49 CFR Part 29]
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion--Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

[Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.]

March 9, 1989