



AGENDA
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
MARCH 4, 2024
7:00 PM

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

5. CONSENT AGENDA

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

- A. Regular City Council Meeting Minutes for February 19, 2024
- B. Special City Council Meeting Minutes for February 19, 2024
- C. Beautification Advisory Commission Meeting Minutes for September 19, 2023
- D. Recycling and Environmental Conservation Commission Meeting Minutes for January 18, 2024
- E. Library Board Meeting Minutes for December 19, 2023 and January 16, 2024
- F. Request to advertise for bids for the 2024 Sidewalk Replacement Project, M-762
- G. Request authorization to dispose of surplus vehicles and equipment.
- H. Request to approve Payment Application No. 5 for the 2023 Block Pruning Project, M-748, to Urban Tree Trimming of Detroit MI in the amount of \$2,710.00
- I. Request authorization to bid the 2024 Onsite Fuel Services Contract
- J. Request to approve an agreement with the Berkley School District to collect their 2024 property tax levy and transfer the collected funds as required by State Statute.
- K. Licenses New and Renewals for March 4, 2024

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS

- A. Special Retirement Recognition for Public Safety Officer Marlon Benson
- B. Proclamation declaring March 10-17, 2024 as Multiple Sclerosis Awareness Week in the City of Oak Park

8. BIDS

- A. Request to award the bid for the 2024 Water Main Replacement Project, M-764 to Aielli Construction Company Inc. of Shelby Township, MI for the total amount of \$1,637,240.20

9. CITY MANAGER

A. Administration

- 1. Resolution of support to negotiate an Intergovernmental Agreement with Berkley Schools for improvements to Tyler Park

B. Municipal Services

- 1. Proposals for professional services for material testing for the 2024-25 Engineering Construction Projects.

C. Public Safety

- 1. Request to approve Traffic Control Order 160 Sec 1.33 authorizing No Parking on the west side of Republic for the period commencing March 18, 2024 thru April 15, 2024

D. Department of Public Works

- 1. Proposal for professional services for a Construction Manager on the Event Hub and Municipal Services Buildout
- 2. Request authorization to purchase two vehicles to be assigned to the Public Safety Department.

10. 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.

11. CALL TO THE COUNCIL

12. ADJOURNMENT

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



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
40th OAK PARK CITY COUNCIL
January 22, 2024
7:00 PM**

MINUTES

The meeting was called to order at 7:00 p.m. 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 Edgar, Council Member Whitehead

ABSENT: Council Member Radner, Mayor Pro Tem Burns

OTHERS

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

APPROVAL OF AGENDA:

**CM-02-038-24 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS AMENDED
– APPROVED**

Motion by Whitehead, seconded by Edgar, CARRIED UNANIMOUSLY, to approve the agenda with the following change:

- Add Item #11F - Consideration of Letters of Understanding regarding collective bargaining Units.

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-02-039-24 (AGENDA ITEM #5A-I) CONSENT AGENDA - APPROVED

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

- A. City Council Meeting Minutes for 2-5-24 **CM-02-040-24**
- B. Special City Council Meeting Minutes for 2-5-24 **CM-02-041-24**
- C. Municipal Services Fee Schedule Additions **CM-02-042-24**
- D. Request to approve Final Payment Application No. 4 for the 2021-2022 Miscellaneous Concrete Project, M-727 to Mattioli Cement Company of Fenton, MI for \$5,000.00 **CM-02-043-24**
- E. Request to approve Final Payment Application No. 4 for the 2022-2023 Miscellaneous Concrete Project, M-745 to Mattioli Cement Company of Fenton, MI for \$5,000.00 **CM-02-044-24**

- F. Request to approve Payment Application No. 3 and Change Order No. 1 for the Nine Mile Connector Park Project, M-746 to DMC Consultants Inc. of Detroit, MI for \$185,184.45 and \$1,650.00, respectively. **(Removed from the Consent Agenda by Mayor McClellan)**
- G. Resolution in Support of Oak Park joining the Clinton River Watershed Council's WaterTowns Initiative **CM-02-045-24**
- H. Arts and Cultural Diversity Commission Meeting Minutes for September 14, 2023, November 9, 2023, December 14, 2023, and January 11, 2024 **CM-02-046-24**
- I. Licenses New and Renewals submitted for February 19, 2024 **CM-02-047-24**

**MERCHANT'S LICENSES – February 19, 2024
(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
APEX TAX TITANS	13730 W EIGHT MILE RD	\$150.00	TAX SERVICES
INES AND MARIE EVENTS LLC	10400 W NINE MILE RD	\$150.00	EVENT PLANNING
<u>RENEWALS (/2024)</u>	<u>ADDRESS</u>	<u>FEE</u>	
MURRAY'S WORLDWIDE INC	8750 CAPITAL AVE	\$150.00	MANUFACTURER
M. BESHARA INC	10020 CAPITAL AVE	\$150.00	PRINTING COMPANY
SECURITY CENTRAL PROTECT	12821 CAPITAL AVE	\$150.00	PROFESSIONAL SERVICES
SFT FOODS LLC	12930 CAPITAL AVE	\$150.00	MANUFACTURER
IGORS AUTO REPAIR LLC	13350 CAPITAL AVE	\$150.00	AUTOMOTIVE
PARTS PLUS	13202 CLOVERDALE AVE	\$150.00	AUTOMOTIVE
WURTH BAER SUPPLY CO	13390 CLOVERDALE AVE	\$150.00	DISTRIBUTOR
US PRINTING AND PACKAGING LLC	21350 COOLIDGE HWY	\$150.00	RETAIL
HONOROE HOLDINGS LLC	21400 COOLIDGE HWY	\$150.00	OFFICE
UNIQUE GIFTS BY ANGELLETTIA	22101 COOLIDGE	\$150.00	RETAIL
MOTOR CITY TAX PROFESSIONALS	22128 COOLIDGE HWY	\$150.00	OFFICE
VALUE WORLD INC	22130 COOLIDGE HWY	\$150.00	RETAIL
LITTLE CAESARS	24756 COOLIDGE	\$150.00	RESTAURANT
TODAY'S SMILE	25101 COOLIDGE HWY	\$150.00	MEDICAL OFFICE
COOLIDGE CYCLE	25909 COOLIDGE HWY	\$150.00	RETAIL
7-ELEVEN #13458	26641 COOLIDGE HWY	\$187.50	RETAIL
FARS FILL UP INC	13500 W EIGHT MILE RD	\$150.00	GAS STATION
FORGOTTEN HARVEST INC	15000 W EIGHT MILE RD	\$150.00	CHARITY
PENNZOIL 10 MINUTE OIL	13601 W ELEVEN MILE	\$150.00	AUTOMOTIVE
THE BLOUSE HOUSE	21700 GREENFIELD # 112	\$150.00	RETAIL
CREATIVE STROKES ART CO	21700 GREENFIELD # LL6	\$150.00	ART STUDIO
STARBUCKS COFFEE #11879	24840 GREENFIELD RD	\$150.00	RESTAURANT
COMERICA BANK INC	25192 GREENFIELD RD	\$150.00	FINANCIAL INSTITUTION
BORENSTEINS	25242 GREENFIELD RD	\$150.00	RETAIL
CONSULTANTS IN OPHTHALMOLOGY	25900 GREENFIELD 239	\$150.00	MEDICAL OFFICE
A-LIST HEALTHCARE TRAINING ACADEMY	25900 GREENFIELD # 380	\$150.00	MEDICAL OFFICE
JEWISH FAMILY SERVICE	25900 GREENFIELD # 405	\$150.00	OFFICE
EDDIES GOURMET	25920 GREENFIELD RD	\$150.00	RESTAURANT
DOLLAR CASTLE	26096 GREENFIELD RD	\$150.00	RETAIL
ALDI #88	26300 GREENFIELD RD	\$150.00	GROCERY
ENTERPRISE RENT-A-CAR	26520 GREENFIELD RD	\$150.00	RENTAL CARS
PIE SCI	8150 W NINE MILE RD	\$150.00	PIZZERIA
THE WORK PLACE	10450 NINE MILE RD B	\$150.00	OFFICE
LISAS LITTLE ANGELS CHRISTIAN CHILD	10460 NINE MILE RD	\$150.00	DAYCARE

DOLLAR GENERAL #9565	12720 W NINE MILE RD	\$150.00	RETAIL
VALVOLINE INSTANT OIL	13300 W NINE MILE RD	\$150.00	AUTOMOTIVE
WALGREENS #5425	13550 W NINE MILE RD	\$150.00	PHARMACY
FALLOU'S AFRICAN HAIR BRAIDING	13721 W NINE MILE RD	\$150.00	HAIR SALON
PETEETS FAMOUS CHEESECAKES	13835 W NINE MILE RD	\$150.00	BAKERY
CRESCENT PATTERN CO.	8720 NORTHEAST	\$150.00	R&D
SHOE RACK OUTLET	13291 TEN MILE	\$150.00	RETAIL
UNIQUE FURNITURE	21820 WYOMING PL	\$150.00	RETAIL

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

MOTION DECLARED ADOPTED

**CM-02-048-24 (AGENDA ITEM #5.F) REQUEST TO APPROVE PAYMENT
APPLICATION NO. 3 AND CHANGE ORDER NO. 1 FOR THE NINE
MILE CONNECTOR PARK PROJECT, M-746 TO DMC
CONSULTANTS INC. OF DETROIT, MI FOR \$185,184.45 AND
\$1,650.00, RESPECTIVELY - APPROVED**

Motion by Whitehead, seconded by Edgar, CARRIED UNANIMOUSLY, to approve Payment Application No. 3 and Change Order No. 1 for the Nine Mile Connector Park Project, M-746 to DMC Consultants Inc. of Detroit, MI for \$185,184.45 and \$1,650.00, respectively.

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7.A.1&2) Annual Audit Presentation.

Finance Consultant Johnson from the City of Oak Park and Daniel Clark from Rehmann Robson presented the City of Oak Park financial audit. A complete copy is on file with the City Clerk.

(AGENDA ITEM #7.B) Oakland County Presentation on Shepherd Park Improvements.

Donna Folland from Oakland County Parks presented a "Healthy Communities Park and Outdoor Recreation Investment Plan" regarding improvements the County is making in Shepherd Park.

COMMUNICATIONS:

(AGENDA ITEM #8.A) Mayor McClellan read a communication from the Oakland County Treasurer regarding foreclosure prevention.

PUBLIC HEARINGS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS:

**CM-02-049-24 (AGENDA ITEM #9.A) APPROVAL FOR PAYMENT OF INVOICES
SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL
SERVICES IN THE TOTAL AMOUNT OF \$18,051.33 - APPROVED**

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to approve payment of invoices #621050, 621051, 621052, and 621053 to Garan, Lucow, Miller P.C., for legal services rendered through January 30, 2024, in the total amount of \$18,051.33.

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

MOTION DECLARED ADOPTED

BIDS: None

ORDINANCES: None

CITY ATTORNEY:

**CM-02-050-24 (AGENDA ITEM #10.A) RESOLUTION TO APPROVE REQUEST
FROM CROWN CASTLE FIBER FOR EXTENSION OF METRO ACT
RIGHT OF WAY PERMIT – APPROVED**

Motion by Edgar, Seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the following resolution to approve request from Crown Castle Fiber for extension of Metro Act Right of Way Permit:

**CITY OF OAK PARK
RESOLUTION TO APPROVE REQUEST FROM
CROWN CASTLE FIBER, LLC (PREVIOUSLY KNOWN AS FIBER TECHNOLOGIES NETWORKS,
LLC) FOR EXTENSION OF METRO ACT RIGHT OF WAY PERMIT**

WHEREAS, on or about April 22, 2014, the City of Oak Park initially issued a METRO Act Right-of-Way Telecommunications Permit (“Permit”) to Crown Castle Fiber, L.L.C., previously known as Fiber Technologies Networks, L.L.C. (“Crown Castle”) which was first extended on January 7, 2019; and

WHEREAS, the term of the Permit was five years and shall expire on May 1, 2024; and

WHEREAS, Crown Castle has submitted a request to extend the Permit for an additional five-year term to expire on May 1, 2029; and

WHEREAS, the City is aware of no reason to deny the request to extend the Permit for five years.

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

1. The request by Crown Castle for an extension of their METRO Act Permit through May 1, 2029, is hereby approved.

2. The City Manager is authorized and directed to execute the Permit Extension, in substantially the form attached hereto.
3. All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency

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

MOTION DECLARED ADOPTED

CITY MANAGER:

Administration

CM-02-051-24 (AGENDA ITEM #11.A.1) REQUEST TO APPROVE "OAK PARK WOODS AT SHEPHERD PARK" AS THE NAME OF OAKLAND COUNTY'S SECTION OF SHEPHERD PARK – APPROVED

Motion by Edgar, Seconded by Whitehead, CARRIED UNANIMOUSLY, to approve "Oak Park Woods at Shepherd Park" as the name of Oakland County's section of Shepherd Park.

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

MOTION DECLARED ADOPTED

CM-02-052-24 (AGENDA ITEM #11.A.2) REQUEST TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH DICKINSON WRIGHT FOR BOND COUNSEL – APPROVED

Motion by Edgar, Seconded by Whitehead, CARRIED UNANIMOUSLY, to approve a professional services contract with Dickinson Wright subject to review and approval by the city attorney before execution.

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

MOTION DECLARED ADOPTED

City Manager Tungate stated that in December 2023, a request for proposals was sent to Public Service Legal firms. An RFP selection team was created to evaluate and review each of the four (4) proposal submissions. The team evaluated the proposals based on criteria such as prior experience, project team, project fees and incidentals. This review led to a top proposal submitted by Dickinson Wright. Funding is available through bond proceeds.

Municipal Services

CM-02-053-24 (AGENDA ITEM #11.B.1) REQUEST TO APPROVE A FAÇADE GRANT FOR 25651 COOLIDGE FOR 50% OF THE PROJECT COSTS UP TO \$2,500 – APPROVED

Motion by Edgar, Seconded by Whitehead, CARRIED UNANIMOUSLY, to approve a façade grant for property located at 25651 Coolidge for 50% of the project costs up to \$2,500.

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

MOTION DECLARED ADOPTED

Municipal Services Director Marrone summarized the application submitted for a Façade Improvement Grant from Kehal Rina Utefilah for a building located at 25651 Coolidge. The project consists of replacing the windows and door on the front facade. The project specifications meet city guidelines for the program with the condition that the windows cannot have permanent coverings and blinds must remain open during hours the facility is not in operation. This condition will allow them to meet the zoning ordinance requirements that require 40% fenestration on the front facade. The owner has received two quotes for the work as required and attached along with pictures of the building now. The property owner/contractor will be required to pull all required permits.

CM-02-054-24 (AGENDA ITEM #11.B.2) REQUEST TO APPROVE A PROPOSAL FROM OHM TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE NINE MILE REHABILITATION PROJECT, GREENFIELD ROAD TO CLOVERLAWN AVE. FOR THE HOURLY, NOT TO EXCEED, COST OF \$95,000.00 – APPROVED

Motion by Edgar, Seconded by Whitehead, CARRIED UNANIMOUSLY, to approve a proposal from OHM to provide Engineering Design Services for the Nine Mile Rehabilitation Project, Greenfield Road to Cloverlawn Ave. for the hourly, not to exceed, cost of \$95,000.00.

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

MOTION DECLARED ADOPTED

City Engineer Grissamer indicated that in December of 2021, the City applied for and was granted FY 2025 funds from the Federal Aid Committee to complete a rehabilitation project on Nine Mile Road from Greenfield to Cloverlawn Ave. The awarded funds from the Federal Aid Committee are \$695,031.48, with the City paying for the balance of the project estimated at \$1,325,000 with the major street funds. The proposal from OHM is to complete the design phase of this project this year, so it will be ready to be bid and awarded for construction in 2025. OHM previously worked on the design of the Nine Mile project in this area in 2008, so they have much of the required information about the road already.

Finance/Assessing

CM-02-055-24 (AGENDA ITEM #11.C.1) REQUEST TO AUTHORIZE THE FINANCE DIRECTOR TO TERMINATE ITS CONTRACT WITH ACI PAYMENTS, INC. AND ENTER INTO AN AGREEMENT WITH POINT & PAY UPON APPROVAL OF THE CONTRACT BY THE CITY ATTORNEY – APPROVED

Motion by Edgar, Seconded by Whitehead, CARRIED UNANIMOUSLY, to authorize the Finance Director to terminate its contract with ACI Payments, Inc. and enter into an agreement with Point & Pay upon approval of the contract by the city attorney.

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

MOTION DECLARED ADOPTED

Deputy Finance Director Johnson indicated the city's current payment processor for credit and debit card payments is ACI Payments, Inc. This 3rd party vendor is no longer being supported by our software provider BS&A. The unsupported process has been challenging for our IT department and Finance department. We conducted a search of the 3rd party vendors that our software provider does support and found two companies, Invoice Cloud and Point and Pay. Point & Pay has the lowest cost to the users and the City, in which there are no monthly fees or set up fee. The Finance Department is recommending Point & Pay.

City Clerk

(AGENDA ITEM #11.D) 2024 Presidential Primary Update.

City Clerk Norris provided information about the voting process for the Presidential Primary scheduled for February 27, 2024.

Elevate Oak Park Project Update

City Manager Tungate provided an update on bonding for the new recreation center and the funding status for the event hub project.

Union Letters of Agreement (Added to the Agenda)

CM-02-056-24 (AGENDA ITEM #11.F.1) REQUEST TO APPROVE A LETTER OF AGREEMENT WITH THE POLC REPRESENTING THE COMMAND OFFICERS ASSOCIATION (COAM) – APPROVED

Motion by Edgar, Seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the following Letter of Agreement with the POLC representing the Command Officers Association (COAM):

LETTER OF AGREEMENT
between
THE CITY OF OAK PARK (Employer)
and
Command Officers Association of MI (Union)

This Letter of Agreement is made on this _____ day of February, 2024 between the POLC representing the Command Officers Association of Michigan (COAM) (“Union”), and City of Oak Park (“City”), and collectively will be referred to as the “Parties.”

Effective as of the date of this Agreement, the Parties hereto agree to the following:

Whereas, Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2024 – June 30, 2026:

Whereas, The Parties wish to amend the conditions of the Collective Bargaining agreement.

Whereas, The conditions of the Collective Bargaining Agreement will be amended as specified below.

Now Therefore Be It Resolved, the City and the Union agree to the following:

1. Provided that the parties agree to remove the condition of the wage reopener on July 1, 2025. Base wage percentage increases shall be paid only as follows:

March 1, 2024: 1%

July 1, 2024: 2%

July 1, 2025: 0%

This agreement shall fully satisfy the 2025 wage reopener.

2. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force until the expiration date contained in this Agreement.

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

MOTION DECLARED ADOPTED

CM-02-051-24 (AGENDA ITEM #11.F.2) REQUEST TO APPROVE A LETTER OF AGREEMENT WITH THE PATROL OFFICERS ASSOCIATION OF MICHIGAN – DISPATCHERS (POAM DISPATCHERS) – APPROVED

Motion by Whitehead, Seconded by Edgar, CARRIED UNANIMOUSLY, to approve the following Letter of Agreement with the Patrol Officers Association of Michigan – Dispatchers (POAM Dispatchers):

LETTER OF AGREEMENT
between
THE CITY OF OAK PARK (Employer)
and
POAM Dispatchers (Union)

This Letter of Agreement is made on this _____ day of February, 2024 between the Police Officers Association of Michigan – Oak Park Dispatchers (POAM Dispatchers) (“Union”), and City of Oak Park (“City”), and collectively will be referred to as the “Parties.”

Effective as of the date of this Agreement, the Parties hereto agree to the following:

Whereas, Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2024 – June 30, 2026:

Whereas, The Parties wish to amend the conditions of the Collective Bargaining agreement.

Whereas, The conditions of the Collective Bargaining Agreement will be amended as specified below.

Now Therefore Be It Resolved, the City and the Union agree to the following:

2. Provided that the parties agree to remove the condition of the wage reopener on July 1, 2025. Base wage percentage increases shall be paid only as follows:

March 1, 2024: 1%

July 1, 2024: 2% (In place of the increase of 1.5%)

July 1, 2025: 0%

This agreement shall fully satisfy the 2025 wage reopener.

2. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force until the expiration date contained in this Agreement.

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

MOTION DECLARED ADOPTED

CM-02-052-24 (AGENDA ITEM #11.F.3) REQUEST TO APPROVE A LETTER OF AGREEMENT WITH THE TECHNICAL, PROFESSIONAL, AND OFFICEWORKERS ASSOCIATION OF MI (TPOAM) – APPROVED

Motion by Edgar, Seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the following Letter of Agreement with the Technical, Professional, and Officeworkers Association of MI (TPOAM):

LETTER OF AGREEMENT
between
THE CITY OF OAK PARK (Employer)
and
Technical, Professional and Officeworkers Association of MI (Union)

This Letter of Agreement is made on this ____ day of February, 2024 between the TPOAM (“Union”), and City of Oak Park (“City”), and collectively will be referred to as the “Parties.”

Effective as of the date of this Agreement, the Parties hereto agree to the following:

Whereas, Presently the City and the Union are parties to a Collective Bargaining Agreement for the period of July 1, 2024 – June 30, 2026:

Whereas, The Parties wish to amend the conditions of the Collective Bargaining agreement.

Whereas, The conditions of the Collective Bargaining Agreement will be amended as specified below.

Now Therefore Be It Resolved, the City and the Union agree to the following:

3. Provided that the parties agree to remove the condition of the wage reopener on July 1, 2025. Base wage percentage increases shall be paid only as follows:

March 1, 2024: 1%

July 1, 2024: 2% (In place of the increase of 1.5%)

July 1, 2025: 0%

This agreement shall fully satisfy the 2025 wage reopener.

2. The Parties acknowledge that all other provisions of the Collective Bargaining Agreement shall remain in force until the expiration date contained in this Agreement.

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Ken Sherman, 23840 Jerome, spoke to voting in the Presidential Primary. He also claimed there is not City Council representation that regularly attends the Recycling Committee meetings. He asked the City Manager, City Clerk and City Council to address his concern.

PeeGee Gerald- presented a donation check to be used for the Oak Park Juneteenth Jubilee.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 8:20 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
February 19, 2023
6:00 PM**

MINUTES

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

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

ABSENT: Council Member Burns, Council Member Radner

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Duff, Deputy City Manager VanVleck, DPW Director DeCoster, Recreation Director Stasiak, and Human Resources Director Allen

SPECIAL BUSINESS:

(AGENDA ITEM 3A) Interview candidates for City Boards and Commissions

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

John Stuyvenberg	Kelly Ann Porter
Carly Silverman	Florence Piernas

(AGENDA ITEM 3B) Consider reappointments to City Boards and Commissions.

SCM-02-036-24 REAPPOINTMENT OF MEMBERS TO BOARDS AND COMMISSIONS – APPROVED

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

APPOINTEE	BOARD	NEW TERM TO EXPIRE
Steven Chudnow	Election Commission	January 2025
Sarah Sherman	Election Commission	January 2025
Mattie Boykin	Beautification Advisory Commission	February 2027
Santhia Guinn	Beautification Advisory Commission	February 2027
Clarence Johns	BRA/EDC	February 2030
Steven Gold	Local Officers Compensation Commission	February 2031
Zakiya Hollifield	Local Officers Compensation Commission	February 2031
Gwendolyn Henderson	Local Officers Compensation Commission	February 2031

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

MOTION DECLARED ADOPTED

(AGENDA ITEM 3C) Consider new appointments to City Boards and Commissions

**SCM-02-037-24 NEW APPOINTMENT TO CITY BOARDS AND COMMISSIONS
 – APPROVED**

Motion by Edgar, seconded by Radner, CARRIED UNANIMOUSLY, to authorize the following appointment to city boards and commissions:

Appointments to City Boards and Commissions:

APPOINTEE	BOARD	NEW TERM TO EXPIRE
Carly Silverman	Parks and Recreation Commission	August 2027

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

MOTION DECLARED ADOPTED

Candidates Stuyvenberg, Porter and Piernas expressed interest in Boards or Commissions without current openings and will be contacted when any become available.

CALL TO THE AUDIENCE:

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

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:55 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

**CITY OF OAK PARK
BEAUTIFICATION ADVISORY COMMISSION
MEETING MINUTES - SEPTEMBER 19, 2023**

I. CALL TO ORDER

Meeting called to order at 7:02 pm

II. ROLL CALL

Present: Commissioners Chrystal Wagner, Deborah Williamson, Lonnie Tabb-Upshaw, Idella Bailey, Santhia Guinn, DPW Director Dave DeCoster, DPW Administrative Clerk II Tiffany Brown.

Absent: City Council Member Carolyn Burns, Commissioner Michella Perry

Guest: None

III. APPROVAL OF MINUTES: June 20, 2023

MOTION BY Santhia Guinn, SECONDED by Idella Bailey to approve the Beautification Advisory Commission meeting minutes of June 20, 2023, as submitted.

YES: ALL

NO: NONE

Motion carried.

IV. CITY LIAISON/CITY COUNCIL COMMUNICATION

DPW Director Dave DeCoster briefly went over city beautification updates.

- The Economic Development Department opened up bids to plant flowers at city welcome signs. Four to five signs have been awarded for the bid and the process will begin this fall. The city is looking to get a new landscaper for city beds and planter boxes.

V. OLD BUSINESS

Chairperson Tabb-Upshaw held a discussion regarding the following details with regards to the upcoming BAC Awards Ceremony:

- Commissioner Task List
- Run of Show
- Guest Speaker

A discussion was held regarding other upcoming events such as the:

- 2024 Floral Tea
- 2024 Flower Exchange

VI. ACKNOWLEDGEMENT OF VISITORS

No guests were present today

VII. ADJOURNMENT

Meeting adjourned at 8:00 pm

**CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
January 18, 2024**

Meeting held at the Community Center at 7:00pm in Room two

- **THE MEETING WAS CALLED TO ORDER AT 7:02 PM**

- **ROLL CALL:**

PRESENT: Chairperson Leslie Ellis, Vice Chairperson Jonathan Nachman

Commission members: Al Lewis, Ken Sherman, Natalie Sturm, Richard
Readus, Edna Rubin, Steven gold, Clarissa Clemons.

ABSENT: Solomon Radner

OTHERS PRESENT:

- **APPROVAL OF THE AGENDA**

Moved by Edna Rubin, seconded by Ken Sherman to approve amended agenda.

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

- **APPROVAL OF MINUTES:**

Motion to approve the minutes of January 18, 2024. by Jonathan Nachman, seconded by
Ken Sherman.

Vote: Yes: All

No: None

MOTION DECLARED ADOPTED

- **CONSIDERATION OF OLD BUSINESS**

1. Rain Barrel seminar

- Leslie has been checking other vendors.
- Scott will check with Kara for Oakland County vendor.

2. SOCRRA Update:

CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
January 18, 2024

- Scott gave SOCRRA updates.

- **NEW BUSINESS**

A. Ken Sherman made a motion to approve \$144.50 budget for the Library Earth Day project, seconded by Leslie Ellis

Vote: Yes: All

No: None

MOTION APPROVED

- Leslie talked about an Earth Day partnership with the library.
- Edna brought in a book from Book Beat the Gorilla Gardner and talked about the educational lessons in the book and a project she did with her students.

B. Chairperson led discussion on new topics.

C. Communications report.

- No new report from Leslie she is waiting for dates from Courtney.
- Leslie advised the group to get info early for communications.

D. Winterfest

- Leslie made a motion to approve pinecones, seconded by Edna Rubin

Vote: Yes: All

No: None

MOTION APPROVED

- Natalie, Edna, Al, and Ken volunteered to work Winterfest.

- **PUBLIC COMMENTS**

- No public comments

- **COMMISSIONER COMMENTS**

No commissioner comments.

- **ADJOURNMENT**

Motion by Jonathan Nachman, seconded by Edna Rubin to adjourn the meeting at 8:15pm.

Vote: Yes: All

**CITY OF OAK PARK
RECYCLING AND ENVIRONMENTAL CONSERVATION COMMISSION
MEETING MINUTES
January 18, 2024**

No: None

MOTION DECLARED ADOPTED

Minutes prepared by Scott LeMarbe

Oak Park Public Library - Board Meeting

01/16/2024

- 1) Call to Order at 6:30
- 2) Roll Call
 - a) Zakiya Hollifield - Present
 - b) Cheryl Daniel - Present
 - c) Noson Daitchman - Present
 - d) Hilery Cash – Not Present
 - e) Leslye Richie – Present
 - f) Kenneth Sherman – Present
 - g) Shaun Whitehead – Not Present
- 3) Approval of Agenda
 - a) Noson moves for approval of agenda with a corrected date of Jan 16 2024. 2nd by Ken.
 - i) Motion passes unanimously.
- 4) Approval of Minutes
 - a) Noson moves for approval of December Minutes. 2nd by Leslye.
 - i) Motion passes unanimously.
- 5) Library Director Report
 - a) Bills
 - i) Noson moves to approve bills of \$8,207.90. 2nd by Cheryl.
 - (1) Zakiya Hollifield - Yes
 - (2) Cheryl Daniel - Yes
 - (3) Noson Daitchman - Yes
 - (4) Leslye Richie – Yes
 - (5) Kenneth Sherman – Yes
 - b) Events/Library Happenings
 - i) Events
 - (1) Upcoming Events
 - a. String Concert
 - b. Baseball Hall of Fame, Norman Stearns book talk
 - c. Planetarium partnership
 - d. Middle School Craft Project
 - (2) Past Events
 - a. Cat Castle
 - b. Puzzle Tournament
 - ii) Happenings
 - (1) Alexis Ford promoted to PT Librarian after for position
 - (2) Clerk, Sarah Henry-Boggs, received MLS degree and will be helping out more in place of Alexis.
 - (3) Two clerk positions open. Interviews underway.
 - (4) \$17,000 Legal Center Grant Obtained.

- (5) Public notification of Re-Design kicked off with City Council presentation Jan 3. Will continue with East Oak Park neighborhood presentation on Feb 1.
 - (6) Current hotspots taken back by the grant who gave them. New hotspots obtained to continue program.
 - iii) Safety/Security
 - (1) 2 Incidents of violence
 - (2) 2 incidents of disruption
 - (3) Public safety called 3 times
 - (4) One suspension: On December 12, 2023, there was a physical assault against another patron. A police report was filed against the assailant. The person was suspended from the library for six months.
 - c) Statistics
 - i) Library Director went over statistics for the month of December 2023
 - (1) Cheryl asks if the library is participating in Winterfest. The Library Director says yes.
- 6) Old Business
 - a) Capital Improvement – Library Redesign Marketing
 - i) Library getting ready for Redesign
 - ii) Still waiting on Capital Improvement grant
 - b) Library Mural Update
 - i) Library Director met with Deputy City Manager to talk about Library Mural. We will create a subcommittee or Arts and Cultural board with members of Arts and Culture and Library Board.
- 7) New Business
 - a) 2nd Quarter Budget Update
 - i) 38% of total budget used so far (43% not including Capital Outlay). Library Director believes we are on track of where we should be.
 - b) Legal Center Grant
 - i) Library got \$17,000 grant for Legal Center (already mentioned in Library Happenings)
 - c) Collection Development Policy Review
 - i) Library Director wants to have a discussion about the Collection Development Policy in February with the hope of coming back with any revisions to the Policy in March.
 - d) Misc
 - i) Kenneth has two questions
 - (1) When school closes and we don't have a need for security do we still have security? Library Director says we already set a schedule and cannot change on a day-by-day basis.
 - (2) Ken wanted to clarify whether public comment is 2 or 3 minutes?
- 8) Friend of the Library Report
 - a) Bag sale January 21-26
 - b) Asking people to renew memberships

- c) New members will get a free book bag and 2 free books
- 9) Public Comment
 - a) Will Sears is part of the Concerned Citizens Watch Group for Oak Park and decided to attend the library meeting. Will asks a clarification of adult book collection. Will also asks about the presence of library programs that encourage quality reading.
- 10) Adjournment
 - a) Noson moves to adjourn at 7:37. 2nd by Leslye.
 - i) Motion passes unanimously.

Oak Park Public Library - Board Meeting

12/19/2023

- 1) Call to Order at 6:30
- 2) Roll Call
 - a) Zakiya Hollifield - Present
 - b) Cheryl Daniel - Present
 - c) Noson Daitchman - Present
 - d) Hilery Cash – Present
 - e) Leslye Richie – Present
 - f) Kenneth Sherman – Present
 - g) Shaun Whitehead – Present
- 3) Approval of Agenda
 - a) Kim asks to add B. Book Review under New Business
 - b) Ken asks to add C. Webinars under New Business
 - c) Noson moves for approval of agenda with additions from Kim and Ken. 2nd by Ken.
 - i) Motion passes unanimously.
- 4) Approval of Minutes
 - a) Ken moves for approval of November Minutes. 2nd by Noson.
 - i) Motion passes unanimously.
- 5) Library Director Report
 - a) Bills
 - i) Noson moves to approve bills of \$25466.11. 2nd by Leslye.
 - (1) Zakiya Hollifield - Yes
 - (2) Cheryl Daniel - Yes
 - (3) Noson Daitchman - Yes
 - (4) Hilery Cash – Yes
 - (5) Leslye Richie – Yes
 - (6) Kenneth Sherman – Yes
 - (7) Shaun Whitehead - Yes
 - b) Events/Library Happenings
 - i) Events
 - (1) Pepper Elementary School Visit on Dec 20
 - (2) Will participate in Winter Blast
 - (3) Will partner with Environmental Conservation Commission
 - (4) Friends of the Library sponsoring Puzzle Contest in January
 - ii) Happenings
 - (1) Friends of the Library sponsored another year of the magazine, Book Page
 - (2) Words on Wheels now has 19 customers (added 2 in Nov.)
 - iii) Safety/Security
 - (1) Security is reduced to one person now through March, which is due to lower attendance and cost savings.
 - c) Statistics

- i) Library Director went over November statistics.
- 6) Old Business
 - a) Capital Improvement – Library Redesign Marketing
 - i) Finalizing Marketing Plan. Kick off marketing of this with introduction to City Council.
 - ii) Library Director showed some materials that will be presented and displayed to the public.
- 7) New Business
 - a) Mural Subcommittee Volunteers
 - i) Eric suggested putting mural on side of building facing City Hall. City said they would pay for it. We would probably want a subcommittee to oversee this made up of members from Library Board and Arts and Culture Board.
 - b) Book Review
 - i) Library Director presented book called I’m Unvaccinated and That’s OK! That was donated to the Library. We discussed whether to include it in the collection.
 - c) MLA Webinar
 - i) Ken attended a Webinar
- 8) Friend of the Library Report
 - a) Friends sponsored Book Page and Puzzle Contest.
 - b) May be a book sale this January
- 9) Public Comment
- 10) Adjournment
 - a) Noson moves to adjourn at 7:56. 2nd by Hilery.
 - i) Motion passes unanimously.



CITY OF OAK PARK, MI STAFF REPORT

5.F

AGENDA FOR: March 4, 2024

SUBJECT: Request to advertise for bids for the 2024 Sidewalk Replacement Project, M-762

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Plans and specifications are complete for the 2024 Sidewalk Replacement Project, M-762. Attached is a map indicating the area for proposed sidewalk repairs. The 2024 Sidewalk Replacement Project, M-762 is part of the City of Oak Park's continual effort to improve the safety of pedestrian walkways.

FINANCIAL STATEMENT: There is \$600,000 in the FY 2024-25 budget for this expenditure. Funding is available in the Sidewalk Program Capital Improvement Fund, No. 451-71-442-970

RECOMMENDED ACTION: It is recommended that the request to advertise for bids in the 2024 Sidewalk Replacement Project, M-762 be approved. .

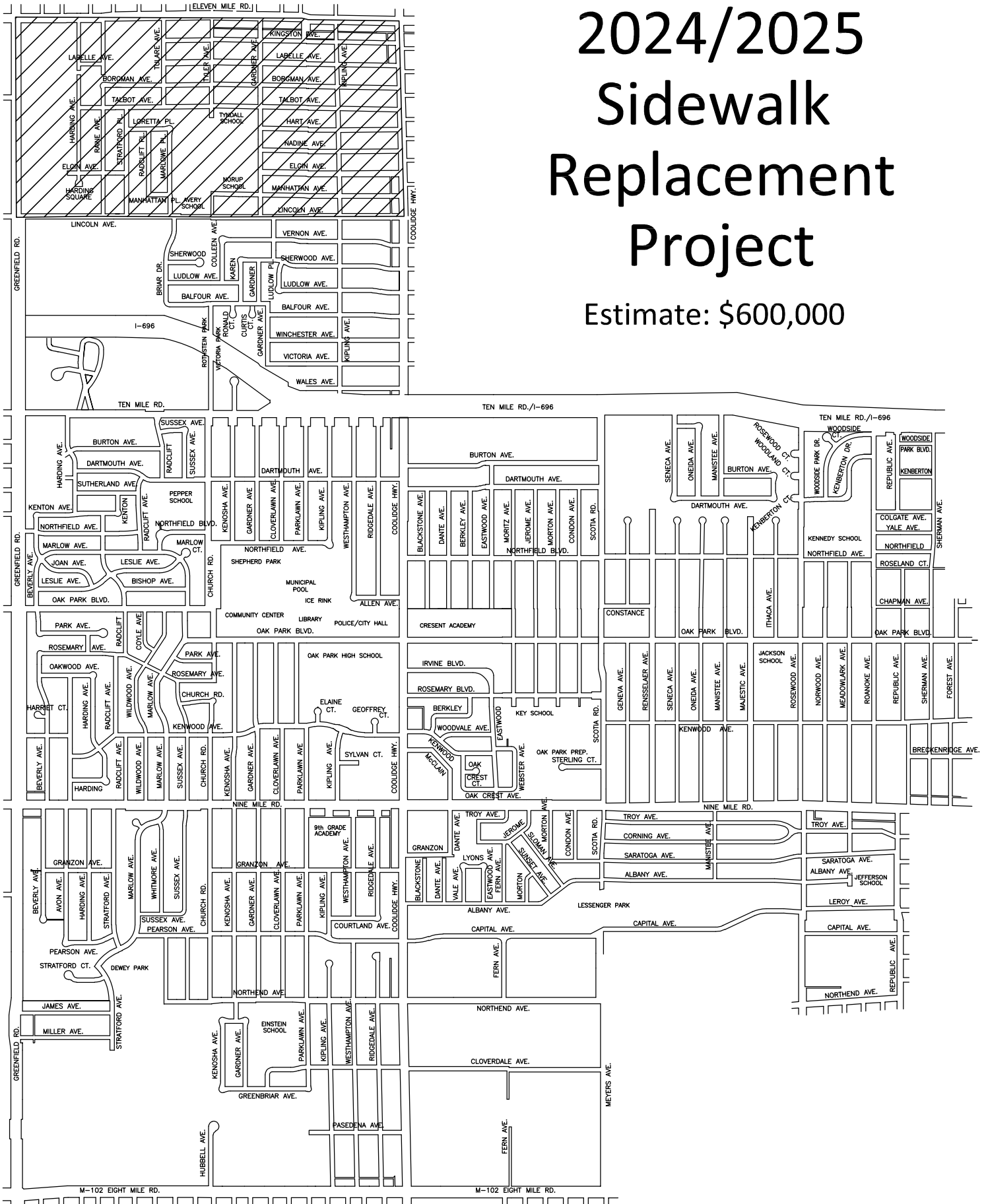
EXHIBITS:

1. Project Map

City of Oak Park

2024/2025 Sidewalk Replacement Project

Estimate: \$600,000





CITY OF OAK PARK, MI STAFF REPORT

5.G

AGENDA FOR: March 4, 2024

SUBJECT: Request authorization to dispose of surplus vehicles and equipment.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: The Public Works Department is requesting authorization to have the following vehicles / equipment declared surplus and sold or disposed of in the best interest of the City.

<u>Vehicle</u>	<u>Year</u>	<u>Description</u>	<u>VIN / Serial No.</u>
105	2006	Pontiac Grand Prix	2G2WP552261184632
450	2002	GMC 1500 Utility Van	1GTFG15M721155925
500	1996	International Dump Truck	1HTGHAAT3TH389599
501	2000	Sterling L7501 Dump Truck	2FZHAJBB91AB77520
533	2005	Chevrolet K3500 - Small Dump	1GBJK34U55E263452
622	2006	GMC 2500HD Pick Up	1GTHK24U76E175444
633	1996	Silva Utility Trailer	W6968
634	1991	General Landscape Trailer	1S9SFS1225T1184026

FINANCIAL STATEMENT: Any funds received would be deposited in account number 402-00.000-673.000 (Sale of Fixed Assets) of the 2023-2024 Budget.

RECOMMENDED ACTION: It is recommended that City Council declare the listed vehicles / equipment surplus and sold by sealed bid, public auction, or disposal at the lowest expense to the City in accordance with City policy.

EXHIBITS:

None



CITY OF OAK PARK, MI STAFF REPORT

5.H

AGENDA FOR: March 4, 2024

SUBJECT: Request to approve Payment Application No. 5 for the 2023 Block Pruning Project, M-748, to Urban Tree Trimming of Detroit MI in the amount of \$2,710.00

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Payment Application No. 5 for the 2023 Block Pruning Project, M-748.

FINANCIAL STATEMENT: Attached is Payment Application No. 5 for the 2023 Block Pruning Project, M-748. This project includes the trimming, removal, and stumping of select trees around the City of Oak Park. This project is currently 58% complete.

RECOMMENDED ACTION: It is recommended that Payment Application No. 5 for the 2023 Block Pruning Project, M-748, to Urban Tree Trimming of Detroit MI, be approved in the amount of \$2,710.00. Funding is available in the Major Streets (202-18.479-801) and Local Streets (203-18.479-801) funds for this expenditure.

EXHIBITS:

1. Payment No. 5

PAYMENT APPLICATION

PROJECT: 2023 Block Pruning Project

JOB NUMBER: M-748

OWNER: City of Oak Park, MI

APPLICATION NO.: 5

CONTRACTOR: Urban Tree Trimming
5671 Trumbull
Detroit, MI 48208

PERIOD ENDING: February 29, 2024

ITEM NO.	ITEM DESCRIPTION	UNIT	BID PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Traditional Block Pruning (Raising)	Per Tree	\$70.00	3.00	\$210.00	7.00	\$490.00
2	Crown Cleaning	Per Tree	\$125.00	20.00	\$2,500.00	184.00	\$23,000.00
3	Tree Removals, 8" to 19" DBH	Per Tree	\$375.00	0.00	\$0.00	50.00	\$18,750.00
4	Tree Removals, 20" to 27" DBH	Per Tree	\$675.00	0.00	\$0.00	4.00	\$2,700.00
5	Tree Removals, 28" to 35" DBH	Per Tree	\$1,250.00	0.00	\$0.00	2.00	\$2,500.00
6	Tree Removals, 36" to 43" DBH	Per Tree	\$2,275.00	0.00	\$0.00	1.00	\$2,275.00
7	Tree Removals, 44" and over DBH	Per Tree	\$3,255.00	0.00	\$0.00	0.00	\$0.00
8	Stump Removal, 8" to 19" DBH	Per Tree	\$100.00	0.00	\$0.00	50.00	\$5,000.00
9	Stump Removal, 20" to 27" DBH	Per Tree	\$175.00	0.00	\$0.00	1.00	\$175.00
10	Stump Removals, 28" to 35" DBH	Per Tree	\$220.00	0.00	\$0.00	0.00	\$0.00
11	Stump Removal, 36" to 43" DBH	Per Tree	\$310.00	0.00	\$0.00	1.00	\$310.00
12	Stump Removals, 44" and over DBH	Per Tree	\$425.00	0.00	\$0.00	0.00	\$0.00

Period Amount:	\$2,710.00	Total Amount:	\$55,200.00
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Original Contract Amount: \$90,000.00

Earnings This Period: \$2,710.00

Total Earnings to Date: \$55,200.00

Deductions: \$0.00

Payments to Date: \$52,490.00

Amount Due to Urban Tree Trimming: \$2,710.00



CITY OF OAK PARK, MI STAFF REPORT

5.I

AGENDA FOR: March 4, 2024

SUBJECT: Request authorization to bid the 2024 Onsite Fuel Services Contract

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Information is being gathered to bid the 2024 Onsite Fuel Services Contract. This contract will select a vendor to project onsite fuel tanks at both the Department of Public Works facility and the Public Safety Building.

FINANCIAL STATEMENT: Funding is available in the FY 2023-24 Motor Pool (654-18.875-860) for this expenditure.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the 2024 Onsite Fuel Services Contract be approved. Funding is available in the Motor Pool fund for this expenditure.

EXHIBITS:

None



CITY OF OAK PARK, MI STAFF REPORT

5.J

AGENDA FOR: March 4, 2024

SUBJECT: Request to approve an agreement with the Berkley School District to collect their 2024 property tax levy and transfer the collected funds as required by State Statute.

DEPARTMENT: Finance

FROM: Saundra Crawford, Director of Finance

SUMMARY: The City of Oak Park annually enters into an agreement with the Berkley School District to collect their property taxes. A one percent (1%) fee is collected for this service.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Approve the agreement with the Berkley School District to collect their 2024 property tax levy and transfer the collected funds as required by State Statute.

EXHIBITS:

1. Oak Park 1



BERKLEY SCHOOLS

ENGAGE INSPIRE ACHIEVE
WWW.BERKLEYSCHOOLS.ORG

February 20, 2024

Ms. Marian McClellan, Mayor
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

Dear Mayor McClellan:

As in previous years, the Berkley School District wishes to collect summer property taxes for the 2024 levy. Authority to levy summer taxes was established via Board action in 1983 and continues by this action until revoked by the Board of Education. It is the intent to levy summer taxes for the upcoming year to continue a tax collection process that has served the District well for some time. Please accept this communication as a request on behalf of the Berkley School District for the City of Oak Park to facilitate the collection and payment of summer taxes for the 2024 levy. The City's cooperation in this matter greatly assists the school district in efficiently and effectively collecting a material amount of budgeted revenues.

In an effort to coordinate this arrangement for the 2024 levy, attached you will find a proposed agreement between the school district and the City with terms and conditions similar to last year's contents. Please have the appropriate city official execute this agreement and return a signed copy for District records. Should you have any questions or concerns on this matter, please contact me at katherine.konon@berkleyschools.org or (248)837-8029.

This communication is necessary to comply with relevant legal requirements. You should be aware that, according to law, if the parties are unable to reach agreement within 30 days of the date of this letter, other collection measures would have to be negotiated with the County Treasurer. Thank you for your cooperation and attention to this matter.

Sincerely,

Katherine Konon

Assistant Superintendent
Finance, Facilities and Operations

c: Scott Francis, Superintendent
Erik Tungate, City Manager
Saundra Crawford, Finance Director
Steve Lukasik, Deputy Treasurer

Berkley School District Tax Collection Agreement

THIS AGREEMENT made on _____, 2024 by and between the BERKLEY SCHOOL DISTRICT and the CITY OF OAK PARK.

WHEREAS, 1982 Public Act 333 authorizes a school district to impose and collect a summer property tax levy; and

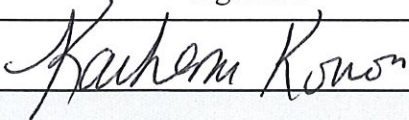
WHEREAS, in a resolution dated January 10, 1983, the Board of Education of the Berkley School District determined to impose a summer property tax levy throughout the School District, including that portion of the School District situated in the City of Oak Park until revoked; and

WHEREAS, the City of Oak Park is willing to collect the School District's 2024 summer tax levy in the City of Oak Park upon the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions hereinafter expressed, the parties hereto agree as follows:

605143496. The City of Oak Park will collect the 2024 summer property tax levy for the Berkley School District in the City of Oak Park at no direct cost to the School District. The school taxes shall, however, be subject to penalties, late payment interest, and collection charges, including a property tax administration fee, pursuant to applicable State laws.

605143497. The City of Oak Park will transfer collected school tax funds to the school district at least ten (10) business days after every 1st and 15th of the month as required by State Statute, Section 43(3)(a) [MCL 211.43(3)(a)] of the General Property Tax Act

Berkley School District	Signature	Date
By: Katherine Konon		02-20-2024
City of Oak Park		
By:		

**Berkley School District
Berkley, Michigan**

Resolution for Summer Tax Collection

At the Organizational Meeting of the Berkley School District Board of Education, Oakland County, Michigan (hereinafter called Board) duly called and held on the 16th day of January, 2024, the Trustees

Roger Blake, Mike Tripp, Sarah Mountain, Keith Logsdon, Ron Justice,

Jason Deneau, Barrie Frankel

constituting a quorum, being present, the following Preamble and Resolution were adopted:

WHEREAS, the Board, on January 10, 1983 adopted a Resolution to impose a summer property tax levy throughout the entire school district, which Resolution remains in effect, and,

WHEREAS, it is necessary that a suitable collection arrangement be negotiated with the cities of Berkley, Huntington Woods, Oak Park and Royal Oak,

NOW, THEREFORE BE IT RESOLVED that the Board reaffirm its intentions to collect the 2024-25 tax levy in the summer of 2024.

FURTHER, RESOLVED that collection arrangements be negotiated and entered into with each municipality to collect the summer tax levy.

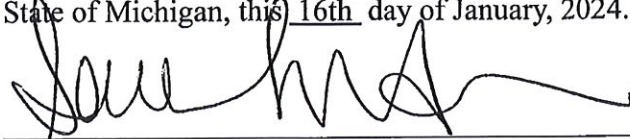
FURTHER, RESOLVED that the Assistant Superintendent of Finance, Facilities and Operations shall forward a copy of this Resolution to the cities of Berkley, Huntington Woods, Oak Park and Royal Oak and request that the local units agree to collect the summer tax levy for the Berkley School District.

FURTHER, RESOLVED that, failing to reach agreement with the local municipalities, alternate means necessary to secure summer tax collection throughout the entire school district as set forth in 1982 Public Act No. 333, as amended, be pursued.

I,  _____, Secretary of the Berkley School District Board of Education, Oakland County, Michigan, have compared the following Preamble and Resolution with the original thereof as recorded in the Meeting Minutes of said Board and do certify that the same is a correct and true transcript thereof and of the whole

of said original Preamble and Resolution which were adopted by said Board at a meeting hereof held on the date specified above.

Given under my hand and seal of the Berkley School District in the County of Oakland in the State of Michigan, this 16th day of January, 2024.

A handwritten signature in black ink, appearing to read "J. Smith", written over a horizontal line.

Secretary, Berkley Board of Education

MERCHANT'S LICENSES - MARCH 4, 2024

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
RENEWALS (2024)	ADDRESS	FEES	BUSINESS TYPE
QUALITY RESTAURANT EQUIPMENT MASTERS	8700 CAPITAL AVE	\$ 150.00	COMMERCIAL
PERSONAL UNIFORM SERVICE	10100 CAPITAL AVE	\$ 150.00	LAUNDRY
THE COLLECTIVE MUSIC GROUP	13305 CAPITAL AVE # 100	\$ 225.00	STUDIO
MOTOWN AUTOMOTIVE DISTRIBUTING CO	13380 CAPITAL AVE	\$ 150.00	WHOLESALE
KERR PUMP AND SUPPLY	12880 CLOVERDALE AVE	\$ 150.00	MANUFACTURER
TURF TENDERS	13100 CLOVERDALE AVE	\$ 150.00	LANDSCAPING
GLORY SUPER MARKET	22150 COOLIDGE HWY	\$ 150.00	GROCERY STORE
STAR BAKERY	26031 COOLIDGE HWY	\$ 225.00	BAKERY
7-ELEVEN #13458-E	26641 COOLIDGE HWY	\$ 225.00	RETAIL
H O TRERICE CO	12950 W EIGHT MILE RD	\$ 150.00	MANUFACTURER
GONZALEZ PRODUCTION SYSTEMS	13200 W EIGHT MILE RD	\$ 150.00	WHOLESALE
LUXOR JEWELRY CO LLC	21700 GREENFIELD RD # 301	\$ 150.00	JEWELER
BUILDING TECHNOLOGY ASSOCIATES	21850 GREENFIELD RD	\$ 150.00	ROOF CONSULTANT
AUTOZONE #4365	22150 GREENFIELD RD	\$ 150.00	RETAIL
PIZZA CAT	25298 GREENFIELD RD	\$ 187.50	RESTAURANT
OXFORD HILL PARTNERS LLC	25900 GREENFIELD RD # 232	\$ 150.00	MARKETING
MEDICAL WEIGHT LOSS CLINIC	26048 GREENFIELD RD	\$ 150.00	WEIGHT LOSS
METRO BY TMOBILE	26102 GREENFIELD RD	\$ 150.00	RETAIL
LM STUDIO	8104 W NINE MILE RD	\$ 150.00	GRAPHIC DESIGN
TREND EXPRESS MARKET	8580 W NINE MILE RD	\$ 150.00	RETAIL
BOSS BABES LLC	8970 W NINE MILE RD	\$ 225.00	RETAIL & MAKEUP
KNIGHT LIGHT CANDLE COMPANY LLC	10332 W NINE MILE RD	\$ 150.00	RETAIL
HAPPYS PIZZA #7	13700 W NINE MILE RD	\$ 150.00	RESTAURANT
MOTOR WORKS LTD	13350 NORTHEND AVE	\$ 225.00	AUTO REPAIR
HENRY FORD OPTIMEYES	13155 TEN MILE	\$ 150.00	OPTOMETRY
MURAYS WORLDWIDE INC	21930 WYOMING	\$ 150.00	WHOLESALE

City of Oak Park

OAK PARK CITY COUNCIL

Proclamation

Multiple Sclerosis Awareness Week

March 10 – 17, 2024

WHEREAS, Multiple Sclerosis (MS) is a chronic, often debilitating disease of the central nervous system that afflicts nearly one million people in the United States; and

WHEREAS, it typically strikes young people between the ages of 20 and 40, affecting twice as many women as men; and

WHEREAS, symptoms of MS vary from person to person and may include blurred vision, loss of balance, poor coordination, slurred speech, tremors, numbness, extreme fatigue, problems with memory and concentration, paralysis, depression, and more; and

WHEREAS, the exact cause of Multiple Sclerosis is unknown, and there is no known cure; and

WHEREAS, Multiple Sclerosis Awareness Week provides an opportunity to increase awareness of this disease to assist individuals in leading more productive and satisfying lives for the benefit of themselves, their caregivers, their families, and the entire community; and

WHEREAS, with increased awareness we hope to one day find a cure; and

NOW, THEREFORE, BE IT RESOLVED, that I, Marian McClellan, Mayor of the City of Oak Park, Michigan, on behalf of the Oak Park City Council and Administration, proclaim March 10-17, 2024, as **MULTIPLE SCLEROSIS AWARENESS WEEK** in the City of Oak Park, Michigan, and will call this observance to the attention of our citizens.

TESTIMONY WHEREOF, I have officially signed my name, and caused the seal of the City of Oak Park, Michigan, to be affixed this 4th day of March 2024.

Marian McClellan, Mayor



CITY OF OAK PARK, MI STAFF REPORT

8.A

AGENDA FOR: March 4, 2024

SUBJECT: Request to award the bid for the 2024 Water Main Replacement Project, M-764 to Aielli Construction Company Inc. of Shelby Township, MI for the total amount of \$1,637,240.20

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: At the January 3, 2024 regular meeting of the Oak Park City Council, the request to bid the 2024 Water Main Replacement Project, M-764, was approved. The project was advertised and ninety five (95) contractors viewed the documents. On February 19, 2024, ten (10) bids were received and opened. The low bidder, Aielli Construction Company Inc. of Shelby Township, MI submitted a bid of \$1,637,240.20 for the water main project. This project will replace the water mains in the areas shown on the attached maps. We have worked with Aielli previously on successful projects.

FINANCIAL STATEMENT: This project is budgeted in the Water/Sewer Fund (592-18-538-970) and the Major Streets Fund (202-18-479-970). The low bid was also under the Engineer's estimate. Finance confirmed that we have sufficient funds available to complete the project.

RECOMMENDED ACTION: It is recommended City Council award the bid for the 2024 Water Main Replacement Project, M-764 to Aielli Construction Company Inc. of Shelby Township, MI for the total amount of \$1,637,240.20. Funding is available in the Water/Sewer Fund and the Major Streets Fund.

EXHIBITS:

1. BID TAB
2. Project Info
3. OPB Location Map
4. Lincoln Location Map

BID TABULATION

2024 WATER MAIN & PAVING PROJECT, M-764 BID OPENING DATE MONDAY FEBRUARY 19, 2024 2:00 PM				AIELLI CONSTRUCTION COMPANY, INC 47742 VANDYKE SHELBY TWP., MI 48317 586-792-1890		FDM CONTRACTING INC. 49156 VANDYKE SHELBY TWP., MI 48317 586-739-8400		PAMAR ENTERPRISES, INC 31604 PAMAR COURT NEW HAVEN, MI 48048 586-749-8593	
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization, Max 5%	1.00	LSUM	\$ 16,453.14	\$ 16,453.14	\$ 85,000.00	\$ 85,000.00	\$ 98,000.00	\$ 98,000.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$ 8,600.92	\$ 8,600.92	\$ 20,000.00	\$ 20,000.00	\$ 31,000.00	\$ 31,000.00
3	Pavement Removal, Modified SP	5,295	SYD	\$ 5.66	\$ 29,969.70	\$ 10.00	\$ 52,950.00	\$ 18.00	\$ 95,310.00
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	27	EACH	\$ 94.61	\$ 2,554.47	\$ 150.00	\$ 4,050.00	\$ 140.00	\$ 3,780.00
5	Project Cleanup	1.00	LSUM	\$ 4,551.82	\$ 4,551.82	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	3,400	SYD	\$ 9.39	\$ 31,926.00	\$ 15.00	\$ 51,000.00	\$ 30.00	\$ 102,000.00
7	Gate Well, 1040C frame and cover	16	EACH	\$ 730.30	\$ 11,684.80	\$ 750.00	\$ 12,000.00	\$ 690.00	\$ 11,040.00
8	Sanitary Manhole 1040A frame and cover	2	EACH	\$ 730.30	\$ 1,460.60	\$ 900.00	\$ 1,800.00	\$ 710.00	\$ 1,420.00
9	Catch Basin 5080M3 6 hole frame & cover	2	EACH	\$ 730.30	\$ 1,460.60	\$ 800.00	\$ 1,600.00	\$ 710.00	\$ 1,420.00
10	Underdrain Subgrade, Open Graded 6", Modified SP	25	LFT	\$ 38.15	\$ 953.75	\$ 40.00	\$ 1,000.00	\$ 44.00	\$ 1,100.00
11	Conc. Pavt., 24" Curb and Gutter Section Non-Reinf. 7", Modified SP	28	LFT	\$ 37.72	\$ 1,056.16	\$ 28.00	\$ 784.00	\$ 40.00	\$ 1,120.00
12	Conc. Pavement, With Integral Curb Non-Reinf. 9 inch., Modified SP	3,150	SYD	\$ 85.16	\$ 268,254.00	\$ 70.00	\$ 220,500.00	\$ 75.00	\$ 236,250.00
13	Conc. Pavement, With Integral Curb Non-Reinf. 7 inch., Modified SP	250	SYD	\$ 71.15	\$ 17,787.50	\$ 70.00	\$ 17,500.00	\$ 65.00	\$ 16,250.00
14	Sidewalk Conc.- NonReinf. Modified SP 4" Concrete sidewalk	8,820	SFT	\$ 7.86	\$ 69,325.20	\$ 4.75	\$ 41,895.00	\$ 7.00	\$ 61,740.00
	Sidewalk Conc.- NonReinf. Modified SP 6" Conc. Sidewalk/DR.	8,230	SFT						
15	Approach			\$ 9.02	\$ 74,234.60	\$ 6.00	\$ 49,380.00	\$ 8.00	\$ 65,840.00
16	Sidewalk Curb Wall	20	LFT	\$ 65.58	\$ 1,311.60	\$ 25.00	\$ 500.00	\$ 60.00	\$ 1,200.00
17	Class A Sodding, Modified SP	2,450	SYD	\$ 12.66	\$ 31,017.00	\$ 16.00	\$ 39,200.00	\$ 13.40	\$ 32,830.00
18	Water Main D.I CL 54 8 Inch Trench Detail "B" Modified	4,700	LFT	\$ 133.59	\$ 627,873.00	\$ 150.00	\$ 705,000.00	\$ 148.00	\$ 695,600.00
	Oak Park Blvd. Water Main Connection "A" Oak Park Blvd. @								
19	Greenfield	1	LSUM	\$ 7,656.58	\$ 7,656.58	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00
	Oak Park Blvd. Water Main Connection "B" Oak Park Blvd. @ Beverly								
20	Ave. (North Side)	1	LSUM	\$ 5,593.68	\$ 5,593.68	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Oak Park Blvd. Water Main Connection "C" Oak Park Blvd. @ Beverly								
21	Ave. (South Side)	1	LSUM	\$ 5,593.68	\$ 5,593.68	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Oak Park Blvd. Water Main Connection "D" Oak Park Blvd. @ Stratford								
22	Ave.	1	LSUM	\$ 5,593.68	\$ 5,593.68	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Oak Park Blvd. Water Main Connection "E" Oak Park Blvd. @ Radcliff								
23	Ave.	1	LSUM	\$ 5,593.68	\$ 5,593.68	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Oak Park Blvd. Water Main Connection "F" Oak Park Blvd. @ Coyle								
24	Ave.	1	LSUM	\$ 4,651.62	\$ 4,651.62	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Oak Park Blvd. Water Main Connection "G" Oak Park Blvd. @								
25	Wildwood Ave.	1	LSUM	\$ 4,651.62	\$ 4,651.62	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Oak Park Blvd. Water Main Connection "H" Oak Park Blvd. @ Marlow								
26	Ave. (North Side)	1	LSUM	\$ 4,651.62	\$ 4,651.62	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Oak Park Blvd. Water Main Connection "I" Oak Park Blvd. @ Marlow								
27	Ave. (South Side)	1	LSUM	\$ 5,593.68	\$ 5,593.68	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Oak Park Blvd. Water Main Connection "J" Oak Park Blvd. @ Church								
28	St. (North Side)	1	LSUM	\$ 5,593.68	\$ 5,593.68	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Oak Park Blvd. Water Main Connection "K" Oak Park Blvd. @ Church								
29	St. (South Side)	1	LSUM	\$ 5,593.68	\$ 5,593.68	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Lincoln Ave. Water Main Connection "L" Lincoln Ave. @ 14060 Lincoln								
30	Ave.	1	LSUM	\$ 5,593.68	\$ 5,593.68	\$ 5,500.00	\$ 5,500.00	\$ 6,500.00	\$ 6,500.00
	Lincoln Ave. Water Main Connection "M" Lincoln Ave. @ Coolidge								
31	Hwy.	1	LSUM	\$ 10,430.08	\$ 10,430.08	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00
32	Install Fire Hydrant. EJIW 5BR-250	12	EACH	\$ 6,480.74	\$ 77,768.88	\$ 8,500.00	\$ 102,000.00	\$ 9,800.00	\$ 117,600.00
33	Install 8" Gate Valve and Well	16	EACH	\$ 5,465.61	\$ 87,449.76	\$ 7,800.00	\$ 124,800.00	\$ 9,750.00	\$ 156,000.00
34	Remove & Replace Service Curb Box 3/4 inch to 2 Inch	18	EACH	\$ 927.47	\$ 16,694.46	\$ 500.00	\$ 9,000.00	\$ 750.00	\$ 13,500.00
35	Service Transfers	71	EACH	\$ 667.33	\$ 47,380.43	\$ 1,000.00	\$ 71,000.00	\$ 750.00	\$ 53,250.00
36	3/4" to 2" Diameter Type K Copper	485	LFT	\$ 41.05	\$ 19,909.25	\$ 45.00	\$ 21,825.00	\$ 40.00	\$ 19,400.00
37	Remove Existing Fire Hydrant	6	EACH	\$ 311.28	\$ 1,867.68	\$ 800.00	\$ 4,800.00	\$ 1,000.00	\$ 6,000.00
38	Remove Existing Gate Valve and Well	12	EACH	\$ 378.75	\$ 4,545.00	\$ 1,000.00	\$ 12,000.00	\$ 1,000.00	\$ 12,000.00
39	Drainage Structure Adjust	4	EACH	\$ 266.55	\$ 1,066.20	\$ 1,000.00	\$ 4,000.00	\$ 990.00	\$ 3,960.00
40	Crossing Existing Watermain, Sewer, and Sewer Leads	20	EACH	\$ 695.19	\$ 13,903.80	\$ 100.00	\$ 2,000.00	\$ 550.00	\$ 11,000.00
41	Cast in Place Detectable, Tactile Warning Surfaces 5X2	460	SFT	\$ 39.78	\$ 18,298.80	\$ 23.00	\$ 10,580.00	\$ 40.00	\$ 18,400.00
42	Abandon Existing Oak Park Blvd. Water Main	1	LSUM	\$ 20,910.80	\$ 20,910.80	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00
43	Abandon Existing Lincoln Ave. Water Main	1	LSUM	\$ 10,753.12	\$ 10,753.12	\$ 1,000.00	\$ 1,000.00	\$ 250.00	\$ 250.00
44	Maintenance Gravel, Modified SP	1,000	TON	\$ 28.16	\$ 28,160.00	\$ 35.00	\$ 35,000.00	\$ 15.00	\$ 15,000.00
45	Salvage Sign, Modified SP	10	EACH	\$ 105.32	\$ 1,053.20	\$ 200.00	\$ 2,000.00	\$ 100.00	\$ 1,000.00
46	Unidentified Irrigation System Repairs - Spinkler lines	500	LFT	\$ 6.45	\$ 3,225.00	\$ 1.00	\$ 500.00	\$ 8.50	\$ 4,250.00
47	Unidentified Irrigation System Repairs - Sprinkler Heads	100	EACH	\$ 69.88	\$ 6,988.00	\$ 10.00	\$ 1,000.00	\$ 95.00	\$ 9,500.00
TOTAL COST				\$ 1,637,240.20		\$ 1,788,164.00		\$ 1,989,010.00	

Other Bidders:	
D'Angelo Brothers Inc	\$2,009,463.00
Verdeterre Contracting Inc.	\$2,051,748.50
Major Contracting Group Inc.	\$2,080,334.00
HMC LLC	\$2,084,147.50
Bidigare Contractors	\$2,117,985.00
Inner City Contracting, LLC	\$2,164,794.45
Diponio Contracting	\$2,445,863.50

Project Technician:

J WILSON

Date:

2/20/2024

PROJECT INFORMATION

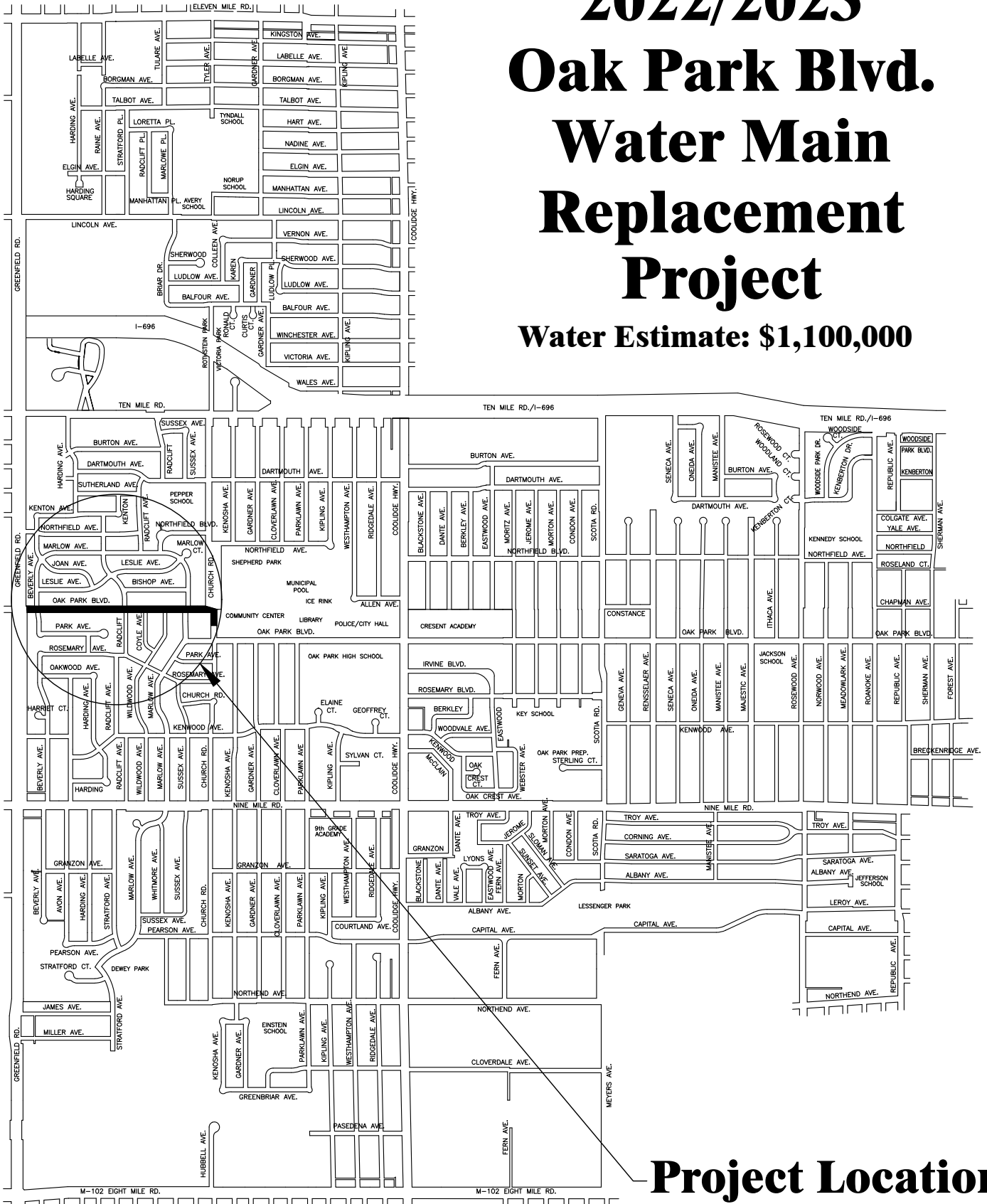
Project Name:	2024 WATER MAIN REPLACEMENT PROJECT
Project M#:	M-764
Budget Year:	2023-2024
Budget Amount:	
Bid Amount:	\$1,637,240.20
Apparent Low Bidder:	AIELLI CONSTRUCTION CO. INC.
Total Project Views:	95
Total Bids Submitted:	10
References Checked:	yes
Expected Start of Const.	15-Apr-24
Expected Comp. Date	FALL 2024
Additional Information:	BID WAS UNDER ENGINEERS ESTIMATE

City of Oak Park

2022/2023

Oak Park Blvd. Water Main Replacement Project

Water Estimate: \$1,100,000

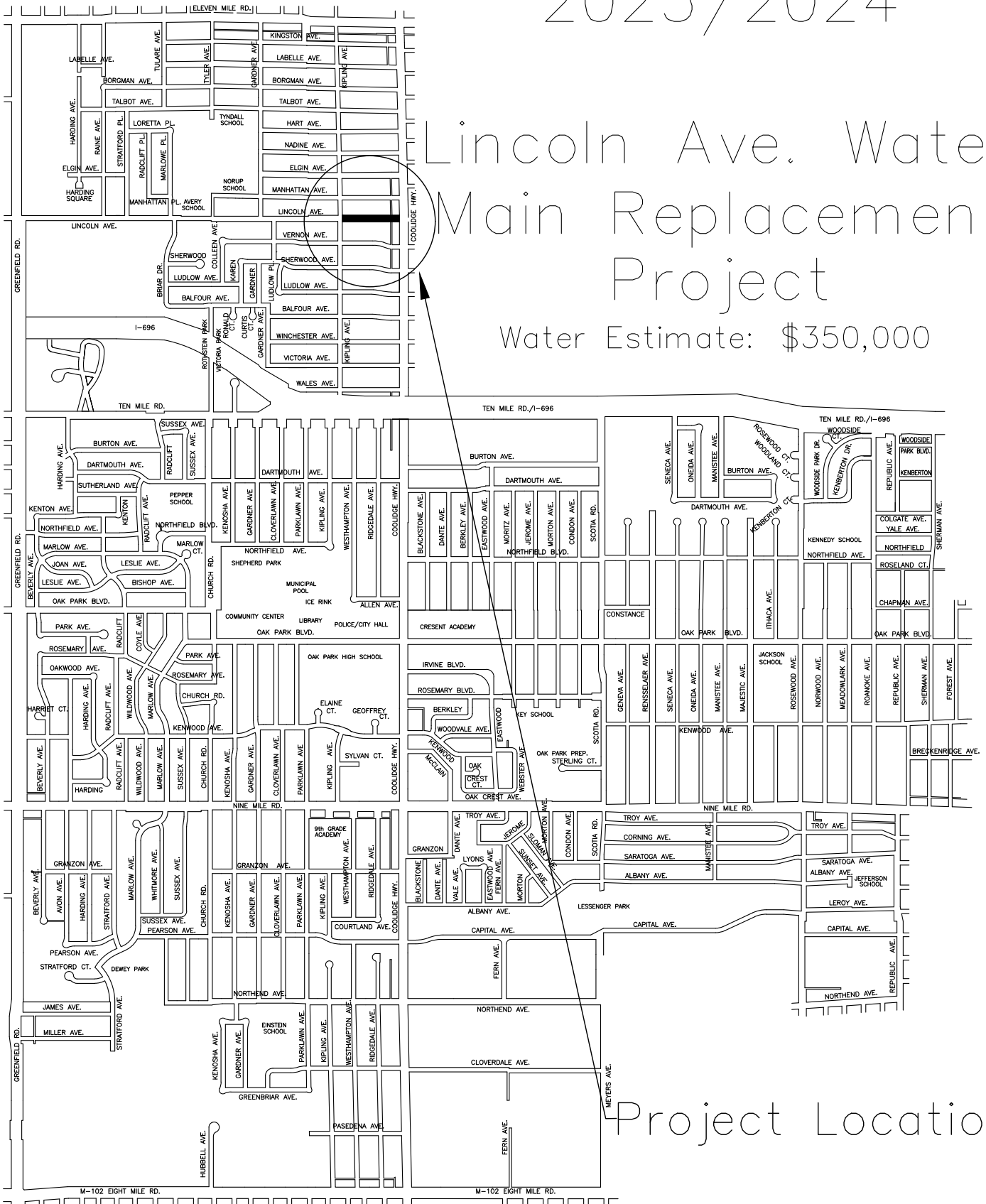


City of Oak Park

2023/2024

Lincoln Ave. Water Main Replacement Project

Water Estimate: \$350,000



Project Location



CITY OF OAK PARK, MI STAFF REPORT

9.A.1

AGENDA FOR: March 4, 2024

SUBJECT: Resolution of support to negotiate an Intergovernmental Agreement with Berkley Schools for improvements to Tyler Park

DEPARTMENT: Administration

FROM: Crystal VanVleck, Deputy City Manager

SUMMARY: Request Council to approve Resolution of Support to negotiate an interlocal agreement with the Berkley School District that provides a framework to invest in improvements in Tyler Park together.

FINANCIAL STATEMENT: A financial commitment will be outlined in the interlocal agreement. This resolution does not commit us to financial obligations. Investments in Tyler Park have been included in the Capital Improvement Plan for Fiscal Years 2027 and 2028.

RECOMMENDED ACTION: It is recommended that Council approve the Resolution of Support

EXHIBITS:

1. Resolution of Support

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

RESOLUTION NO. CM-XX-XXX-XX

**SUPPORT FOR THE CITY OF OAK PARK TO NEGOTIATE AN AGREEMENT WITH THE
BERKLEY SCHOOL DISTRICT FOR IMPROVEMENTS TO TYLER PARK**

March 4, 2024

WHEREAS, the Berkley School District is the owner of a parcel of land adjacent to its Tyndall Center located in the City of Oak Park, Oakland County, Michigan, and commonly known as 14501 Talbot, Oak Park Michigan 48237 (the “School Property”); and

WHEREAS, the City also is the owner of a parcel of land adjacent to the School Property located in the City of Oak Park, Oakland County, Michigan, and commonly known as Tyler Park, 14700 Lincoln Street, Oak Park, Michigan 48237 (the “City Property”); and

WHEREAS, the Berkley School District is planning a large investment in Tyndall and Tyler Park; and

WHEREAS, the City of Oak Park identified Tyler Park as a priority park in the Parks and Recreation Master Plan, and listed investments to Tyler Park in our Capital Improvement Plan in Fiscal Years 2027 and 2028; and

WHEREAS, the City of Oak Park’s Recreation Master Plan lists “Improve equitable access to parks and amenities to encourage participation and active lifestyles for all age groups and abilities;” and

WHEREAS, the City of Oak Park’s Strategic Plan lists “identify the best uses for City property to ensure equitable access to quality public spaces” and “Partner with neighboring jurisdictions, as appropriate, to accomplish common goals and maximize efficiencies;” as objectives and

WHEREAS, the City of Oak Park and the Berkley School District each realize the benefit in completing improvements to Tyndall and Tyler Park as a combined project;

BE IT HEREBY RESOLVED, that the Oak Park City Council support the negotiation of an intergovernmental agreement to carry out improvements to the Tyndall and Tyler Park in partnership.

Yeas:

Nays:

Absent:

Abstained:

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and acting City Clerk of the City of Oak Park, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Oak Park at a duly called meeting held on March 4, 2024, the original of which is on file in my office.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this 4th day of March,
2024.

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

9.B.1

AGENDA FOR: March 4, 2024

SUBJECT: Proposals for professional services for material testing for the 2024-25 Engineering Construction Projects.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: The City sent a request for proposal to eight (8) local engineering consultants to provide construction materials testing services. Five (5) proposals were returned to us by the February 9, 2024 deadline. The proposal covers sampling and testing of the construction materials for the 2024 Catch Basin Line Replacement Project, the 2024-2025 Sidewalk Repair Project, and the 2024 Water Main Replacement Project. The lowest proposal we received was from Intertek-PSI for the not-to-exceed value of \$62,400.00.

FINANCIAL STATEMENT: This project is budgeted in the Water and Sewer Fund (592-18-538-970) and the Major Streets Fund (202-18-479-970).

RECOMMENDED ACTION: It is recommended City Council approve the attached proposal from Intertek-PSI of Plymouth, MI for the not-to-exceed amount of \$62,400.00. Funding is provided in the above accounts. It is further recommended to allow the City Manager to execute the contract on behalf of the City.

EXHIBITS:

1. PSI Proposal
2. BIDTAB

Professional Service Industries, Inc.
45000 Helm Street, Suite 200, Plymouth, MI 48170
Phone: (248) 957-9911

Mr. Dan Samuel
Engineering Technician II
City of Oak Park – Municipal Services
14300 Oak Park Blvd
Oak Park, Michigan 48237

RE: Construction Materials Testing and Observation Services
City of Oak Park – 2024 RFP for Catch Basin, Sidewalk, Watermain & Pavement Replacement Projects
Oak Park, Michigan, 48237
PSI Proposal No: 0379-417083

Dear Mr. Samuel.

Thank you for giving us this opportunity to propose our services to you. PSI (Professional Service Industries, Inc.), an Intertek company, is pleased to submit this proposal to provide construction materials testing and observation services for the referenced project. Based upon the City of Oak Park's RFP dated January 18, 2024, we understand that the proposed work will consist of the following:

- 1. 2024 CATCH BASIN LINE REPLACEMENT PROJECT, M-761** consists of replacing storm/sewer pipe in various locations throughout the city.
 - a. The following are included in this project and must be part of proposal:
 - i. Obtain a sample of the Class II backfill material and perform sieve analysis and modified proctors for the material.
 - ii. Monitor placement and compaction of backfill material. Perform nuclear density test to ensure the specified proper compaction.
- 2. 2024 SIDEWALK REPLACEMENT PROJECT, M-762**
 - a. The following are included in this project and must be part of the proposal:
 - i. Concrete testing will be required for this project.
 1. Review and approve mix designs per our specifications for both concrete and asphalt mixes to be used.
 2. Review and certify that the contractor is complying with testing requirements for MDOT's HIGH PERFORMANCE PORTLAND CEMENT CONCRETE GRADE P1 (MODIFIED). MDOT's intermediate, fine, and course aggregate classification.
 3. Complete concrete field testing per project specifications, molding:
 - a. One 3-day break
 - b. One 7-day break
 - c. Two 28-day breaks
 - d. Two hold cylinders



3. 2024 WATER MAIN REPLACEMENT PROJECT, M-764 (OAK PARK BLVD. FROM CHURCH STREET TO GREENFIELD ROAD) (LINCOLN AVE. FROM COOLIDGE HWY TO WEST OF KIPLING STREET) consists of water main, storm pipe, and structures as well as the reconstruction of part of the roadway.

- a. The following are included in this project and must be part of the proposal:
 - i. Obtain a sample of the Class II backfill material, and 21AA limestone base material. Perform a sieve analysis and modified proctors for the material.
 - ii. Monitor placement and compaction of the backfill material. Perform nuclear density test to ensure the specified proper compaction.
 - iii. Concrete testing will be required for this project.
 1. Review and approve mix designs per our specifications for both concrete and asphalt mixes to be used.
 2. Review and certify that the contractor is complying with testing requirements for MDOT's HIGH PERFORMANCE PORTLAND CEMENT CONCRETE GRADE P1 (MODIFIED). MDOT's intermediate, fine, and course aggregate classification.
 3. Complete concrete field testing per project specifications, molding:
 - a. One 3-day break
 - b. One 7-day break
 - c. Two 28-day breaks
 - d. Two hold cylinders

PSI has detailed the proposed specific construction materials testing and observation services as described in our Project Estimate Spreadsheet. The categories of services included in our estimate consist of the following:

- Classification of Fill Soils – Sieve Analysis and Modified Proctor(s)
- Engineered Grading and/or Filling Observation – In-place Soil Density Testing
- Placement of Concrete – Concrete Field Testing and Observation
- Asphalt (Bituminous Concrete) Paving Testing and Observation
- Monitor placement and compaction of backfill material. Perform nuclear density testing to ensure specified proper compaction.

PSI proposes to provide the described services on an hourly and unit-price basis as indicated on the Project Estimate Spreadsheet shown on Page 6 of this proposal. Total fees will be determined by the actual amount of technical time expended for this project (not to exceed 26 weeks or 1,040 hours) and the actual quantity of laboratory tests performed. The work performed by PSI will depend on the actual construction schedule. All work will be performed at the direction of your representative on an "on-call" basis. In order to set-up material testing and observation services, we kindly request that your representative contact our office 24 Hours in advance to schedule at 248-957-9911. Prior to starting work on the project, it would be beneficial to meet and discuss a detailed schedule of your testing needs after which we can more accurately determine the total project testing budgets.



ALL-INCLUSIVE PROPOSED FEES

PSI has provided an all-inclusive per daily rate for our technicians to provide the requisite field-testing services. These rates are inclusive of **FIELD AND LABORATORY COORDINATION ACTIVITIES, REPORT REVIEW, FIELD EQUIPMENT USAGE, VEHICLE COSTS, AND ADMINISTRATIVE SERVICES**. Not included are engineering consultation and engineering site visits. No cancellation charge will be billed, unless work for the day is cancelled by the contractor without notice. Minimum “cancellation charges” will be limited to half day rates:

- For observing concrete placement, earthwork, asphalt, and to perform the necessary field testing by an experienced Engineering Technician for up to 8 hours. Special trips to retrieve concrete test cylinders/soil samples will be invoiced at the applicable hourly rate of **\$100 per hour** (minimum 2 hours):
 - **Hourly Rate of \$60 per hour, for work performed 1-8 hours.**
 - **Overtime Rate after 8 Hours of \$90.00 per Hour**

PSI proposes to accomplish the work on a unit price basis in accordance with the attached Project Estimate Sheet, and that the work will be performed pursuant to the PSI General Conditions. Copies of the Project Estimate Sheet and General Conditions are enclosed and incorporated into this proposal. Our fees would be determined by the actual amount of technical time expended for each project on a portal-to-portal basis. The quantity and frequency of testing will be performed as outlined in the project specifications at the request and direction of our client.

Please note that our services do not include supervision or direction of the actual work. Also, please be aware that neither the presence of our field representative nor the observation and testing by our firm shall imply PSI's responsibility for defects discovered in the construction work. It is understood that our firm will not be responsible for job or site safety on this project except for that of PSI's employees. Job site safety will be the sole responsibility of others.

Under the scope of work covered by this proposal, the words "inspection" and "verify" are used to mean observation of the work and the conducting of tests by PSI to determine substantial compliance with plans, specifications, and design concepts. The term “continuous” as stated herein, shall mean the Technician/Inspector is on the site and in the general work area during the activity requiring observation and testing.

PSI's fees will be determined on the time and materials expended and the number of requests for field and laboratory services performed for this project. PSI's estimate assumes all work will be completed Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. Overtime is not estimated and will be billed additionally. This project will be serviced from our Plymouth, Michigan office.

The total fee for our services is dependent on many factors, including duration of the project, actual hours worked, weather conditions, and subsurface conditions encountered. The above factors will also affect the amount of time that the project manager will be involved in the project.

We understand that less than full-time services may be required at various times on this project. Accordingly, we will only charge for the actual services provided.



AUTHORIZATION

If this proposal is acceptable to you, PSI will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of authorization. Prior to initiating our services, Intertek-PSI should be provided a complete set of the construction plans and specifications with addenda, as well project contacts, approved mix designs and approved shop drawings, along with access to all revisions, updates, and design changes affecting the scope covered by these services.

PSI appreciates the opportunity to provide construction materials testing, inspection and engineering services for your project and looks forward to working with you. Intertek-PSI provides additional consulting services, which include environmental services, geotechnical engineering and consulting, roof and building envelope consulting and inspection services, pavement and asphalt testing services and specialty engineering.

The PSI Michigan offices and its full-service laboratories are located in Detroit, Plymouth, Lansing, Saginaw, and Macomb Township. If you have any questions, please feel free to call us at 248-957-9911 to discuss this proposal or any of the services listed above.

Respectfully submitted,

PROFESSIONAL SERVICE INDUSTRIES, INC.

Abdulkareem Kuaryouti
Regional Director

George D. Melistas
Project Manager

Joel Walter, PE
Principal Consultant

Attachments: Project Estimate Sheet, Remarks (pages 6 and 7 of 11)

General Conditions (pages 8 and 9 of 11)



PROPOSAL ACCEPTANCE:

AGREED TO, THIS	_____	DAY OF	_____	, 2024.
BY (please print):	_____			
TITLE:	_____			
COMPANY:	_____			
SIGNATURE:	_____			

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

Name	Company	E-mail address

7. Invoicing Address: _____

Attn: _____

8. Other Pertinent Information Or Previous Subsurface Information Available:



Project Estimate Sheet

Item Quoted: **Construction Observation and Material Testing Services**
Quoted to: **Mr. Dan Samuel, Engineering Technician II**
Project Information: **2024 Catch Basin, Sidewalk, Water Main and Pavement Replacement Projects**
Oak Park, Michigan 48237

<u>Item</u>	<u>Quantity</u>		<u>Unit</u>	<u>Rate</u>	<u>Totals</u>
Soils and Earthwork Observation and Testing					
Engineering Field Technician	600 Hours	at	Hours	\$ 60.00	\$ 36,000.00
					\$ 36,000.00
Cast-in-Place Concrete/Slab-On Grade					
Engineering Field Technician	370 Hours	at	Hours	\$ 60.00	\$ 22,200.00
					\$ 22,200.00
Bituminous (Asphalt) Paving Observation					
Engineering Field Technician	70 Hours	at	Hours	\$ 60.00	\$ 4,200.00
					\$ 4,200.00
Review and Approval of Concrete and Asphalt Mix Designs					
Project Engineer	4		Each	\$ 150.00	\$ 600.00
					\$ 600.00
Project Setup Fee	3		Each Project	\$ 300.00	\$ 300.00
					\$ 300.00
Laboratory Tests					
Moisture/Density Relationship (ASTM D1557)	3		each	\$ 245.00	\$ 735.00
Sieve Analysis (ASTM C136)	3		each	\$ 120.00	\$ 360.00
Concrete Compressive Strength (ASTM C39)	250		each	\$ 20.00	\$ 5,000.00
Asphalt Extraction/Gradation**	2		each	\$ 300.00	\$ 600.00
					\$ 6,695.00
SUB TOTAL					\$ 69,995.00



REMARKS

- All rates are billed on a portal-to-portal basis.
 - Unit prices/rates are in effect for 12 months from the date of this proposal and are subject to change without notice thereafter.
 - Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 8:00 AM or after 5:00 PM, and for all hours worked on Saturdays, Sundays, and holidays. The overtime rate is 1.5 times the applicable hourly rate, unless otherwise stated in the proposal.
 - A minimum charge of 4 or 8 hours applies to field testing and observation services, other than cylinder or sample retrieval, unless otherwise stated in proposal and estimate.
 - 24-hour notice is required for all scheduling. PSI will try to provide a technician when scheduled the same day but cannot guarantee that a technician will be available.
 - For all PSI services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports. Concrete compression testing will be charged 0.2 hour of review time for a set of cylinders.
 - The minimum billing increment for time is one half-hour.
 - Services and fees not listed on this schedule may be quoted on request.
 - Invoices will be submitted once a month for services performed during the prior month. Payment will be due within thirty (30) days of receipt of invoice. Interest will be added to delinquent accounts at the rate of one and one-half (1-1/2) percent for each month of delinquency.
 - The above unit prices are subject to six (6) percent increase one (1) year from the date of this proposal.
 - Less than 24-hour notice for laboratory testing may result in “rush” charges of 1.5 times the regular rate.
 - Miscellaneous materials and supplies, not normally provided such as tapes, rules, survey ribbon, photographic film, patching materials, etc., required to complete the assigned tasks will be charged to the client at cost + 15%.
 - Please note that PSI reserves the right to withhold all reports until such time as we receive a signed Contract Acceptance Order or other written authorization to proceed with the work as outlined.
 - Issuance of Final Reports is subject to full payment of outstanding invoices.
- ** Our Saginaw office will be providing the laboratory services for HMA extraction and gradation. Delivery of samples to the laboratory will be billed separately in accordance with proposal rates.**



GENERAL CONDITIONS

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.



GENERAL CONDITIONS

10. ALLOCATION OF RISK: CLIENT AGREES THAT PSI'S SERVICES WILL NOT SUBJECT PSI'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LIABILITY, AND THAT NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CLIENT AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY SHALL BE TO DIRECT OR ASSERT ANY CLAIM, DEMAND, OR SUIT ONLY AGAINST PSI.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

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As a leader in providing comprehensive solutions to industries around the globe, Intertek-PSI prides itself on bringing the expertise and services necessary for our clients to meet all of their needs across their entire operation. **Our Assurance, Testing, Inspection, and Certification (A.T.I.C.)** suite of services ensures that whatever your needs may be – assurance, testing, inspection, certification, or all of the above, that those needs will be met by Intertek-PSI.



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A diverse range of services from geotechnical investigations, due diligence, industrial hygiene, and site surveys, for your building environment.



Design Phase

Our expertise offers engineering, consulting, evaluation, and peer review to ensure a well designed project.



Building Product & Construction Materials

The most comprehensive suite of testing and certification services for construction materials and building products.



Construction Project

Vital services throughout the construction process including inspection, testing, monitoring, mock-ups, and consulting.



Building Maintenance

Evaluation of a building's condition through inspection and testing, investigation, and remediation plan development.



Decommissioning & Transfer

Services that expedite and ensure compliance of the transfer or decommissioning of property or building.



REQUEST FOR PROPOSAL TABULATION

Proposal Due Date:

February 9, 2024 @ 4:00 PM

2024 Construction Projects Testing RFP		Intertek PSI 45000 Helm Street Suite 200 Plymouth, MI 48170 (248)957-9911	Testing Engineers & Consultants, Inc. 1343 Rochester Road Troy, MI 48099 (248) 588-6200	ATLAS 46555 Humboldt Drive Suite 100 Novi, MI 48377 (248) 669-5140
ITEM	DESCRIPTION	TOTAL AMOUNT	TOTAL AMOUNT	TOTAL AMOUNT
1	Monitor and test the onsite compaction of materials, perform analysis for material approvals, testing for the placement of stone base for concrete. Concrete testing.	\$62,400.00	\$66,560.00	\$67,600.00

OTHER BIDDERS

Materials Testing Consultants	\$78,000
McDowell & Associates	\$88,400



CITY OF OAK PARK, MI STAFF REPORT

9.C.1

AGENDA FOR: March 4, 2024

SUBJECT: Request to approve Traffic Control Order 160 Sec 1.33 authorizing No Parking on the west side of Republic for the period commencing March 18, 2024 thru April 15, 2024

DEPARTMENT: Public Safety

FROM: Steve Cooper, Director of Public Safety

SUMMARY: I spoke City Engineer, Kara Grismer regarding the full depth concrete replacement project that would be taking place in the City of Ferndale. The project is set to begin on March 18, 2024 through April 15, 2024. The project will take place on Republic Street between Leroy and Northend. During this period, there will only be access for southbound vehicular traffic. The City of Ferndale has asked that we allow no parking on the west side of Republic between Leroy and Northend until the project has been completed.

FINANCIAL STATEMENT: NA

RECOMMENDED ACTION: City Council to approve Traffic Control Order 160 Sec 1.33

EXHIBITS:

None



CITY OF OAK PARK, MI STAFF REPORT

9.D.1

AGENDA FOR: March 4, 2024

SUBJECT: Proposal for professional services for a Construction Manager on the Event Hub and Municipal Services Buildout

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Enclosed is a copy of the proposal from Frank Rewold and Sons, Inc. to perform Construction Manager services for the Event Hub and Municipal Services Buildout. This proposal includes pre-construction support in the form of budget / quality control, scheduling, bidding assistance, as well as contractor selection. The city has worked with Frank Rewold on multiple projects, such as the City Hall / Public Safety construction and the 45th District Court Renovation projects.

FINANCIAL STATEMENT: This lump sum not-to-exceed proposal is for a total cost of \$13,000. While the funding for the Municipal Services portion of this project is budgeted in the General Fund, a budget amendment will be required to appropriate the amount related to the Event Hub in the Parks and Recreation Improvement Fund.

RECOMMENDED ACTION: It is recommended that the City Council approve the professional services contract with Frank Rewold and Sons for the total not-to-exceed price of \$13,000 (\$1,600 Event Hub / \$11,400 Municipal Services). It is further recommended that a budget amendment be approved to appropriate the amount related to the Event Hub in the Parks and Recreation Improvement Fund. Finally, it is recommended to allow the City Manager to execute the contract on behalf of the City once approved by the City Attorney.

EXHIBITS:

1. FRS - Pre-Construction Proposal Page

FRS is pleased to offer the following cost proposal for the New City Event Hub & Municipal Services Office Build-Out

Utilizing the framework of the Oakland County contract sets the stage for a very successful project, and continued long-term relationship with the City of Oak Park.

All price points are based on the Oakland County Annual Contract (valid through 10/31/2025)

PRECONSTRUCTION SERVICES
\$9,500 - A not-to-exceed cost based on the Oakland County contract hourly schedule.
<i>Full involvement in the preconstruction phase is where FRS will bring real value to the project. FRS will assist the project team with budget control, quality control, and direct the schedule for the success of the project</i>

PROJECT BIDDING
\$3,500 - A not-to-exceed cost based on the Oakland County contract hourly schedule.
<i>FRS will provide a well-planned and public bidding strategy that will provide for high quality, apples-to-apples, competitive bids, as well as vet post-bids and offer contract recommendations in order to establish the best contractor team for the project.</i>

PROJECT MANAGEMENT AND SUPERVISION
TBD - These costs will be based on the labor rates included in the Oakland County contract, and based on final contract schedule.
<i>FRS will provide daily on-site oversight of the project to ensure quality and safety, to manage the costs, and to deliver the project on schedule. Communication with the project team will be paramount during this phase.</i>

CLOSEOUT AND WARRANTY
FRS will be there not only through the end of construction but beyond. <i>We will make sure the project is 100% closed out to your satisfaction and will be there afterwards to manage any warranty issues and assist with any questions or issues that may arise.</i>

PROJECT FEE PERCENTAGE RANGE (FINAL PROJECT COST WILL DETERMINE FEE PERCENTAGE)
Project Cost:
Less than \$750,000 - <u>3.9%* + .5% for General Liability Insurance</u>
\$750,000 - \$2,000,000 - <u>3.3%* + .5% for General Liability Insurance</u>
\$2,000,000 - \$5,000,000 - <u>3.1%* + .5% for General Liability Insurance</u>
Greater than \$5,000,000 - <u>2.8%* + .5% for General Liability Insurance</u>
<i>*If a performance labor and material bond is required, add another 1.1%</i>
<i>*All fees per Oakland County Contract, "Exhibit A" Rates & Fees</i>

For any questions regarding the nature or use of the Oakland County contract, please feel free to reach out to **Joan Daniels, CPPB at Oakland County at 248.858.5481 or danielsj@oakgov.com.**



CITY OF OAK PARK, MI STAFF REPORT

9.D.2

AGENDA FOR: March 4, 2024

SUBJECT: Request authorization to purchase two vehicles to be assigned to the Public Safety Department.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: The Public Works Department is requesting authorization to purchase the following vehicles from the State of Michigan (MiDeal) pre-bid contract. These vehicles are a much-needed addition to our fleet. Our original order for this FY was canceled as the manufacturer could not supply us with a vehicle. If authorization for these purchases is approved, we can expect delivery of both vehicles by approx. June 2024. If we wait to order the second Tahoe after the start of the next FY, we could see up to an additional 4–5 month delay after ordering. Approving the advance purchase of a second vehicle would allow us to take delivery sooner as well as lock in the current pricing.

Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account
2024 Chevrolet Tahoe	Public Safety	\$51,989.00 (MiDeal Contract)	Motor Pool: 654-18.875-970 Drug Forfeiture Fund Balance FY 2023-24
2024 Chevrolet Tahoe	Public Safety	\$51,989.00 (MiDeal Contract)	Motor Pool: 654-18.875-970 FY 2024-25

FINANCIAL STATEMENT: The pricing for the Chevrolet Tahoe's have come in over budget. For the first vehicle, funding is available in the Motor Pool Fund and the use of the Drug Forfeiture Fund Balance in FY 2023-24. The purchase of the second vehicle will require a budget amendment to move Motor Pool funding ahead from FY 2024-25 to the current FY budget.

RECOMMENDED ACTION: It is recommended to authorize use of the Drug Forfeiture Fund Balance in FY 2023-24 and to allow the Finance Department to perform a budget amendment to move for the Motor Pool funding (\$80,000) in FY 2024-25 to FY 2023-24 for the purchase of a 2024 Chevrolet Tahoe. It is further recommended that City Council authorize the Public Works

Department to participate in the State of Michigan (MiDeal) pre-bid contract for these vehicle purchases totaling \$103,978.00.

EXHIBITS:

None