Oak Park

City Council Agenda

April 3, 2023

AGENDA
REGULAR CITY COUNCIL MEETING
39th CITY COUNCIL
OAK PARK, MICHIGAN
April 3, 2023
7:00 PM

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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 March 20, 2023
B. Special City Council Meeting Minutes for March 20, 2023
C. Library Commission Meeting Minutes for December 20, 2022, January 17, 2023, and February 21, 2023
D. Request to advertise for bids for CDBG Program Year 2022 Yard Services, M-757
E. Resolution designating David DeCoster as the agent for the City of Oak Park regarding the Oakland County West Nile Virus Reimbursement Program
F. Request to approve payment of an invoice from OHM Advisors for GIS DWAM Grant and Fern St. Survey for the total amount of $5,533.00
G. Request to approve payment application No. 6 for the 2021 Sewer & Catch Basin Cleaning and TV Inspection Project to DVM Utilities of Sterling Heights, MI for $57,145.87
H. Request to approve payment application No. 3 for the 2021 Greenfield Fence Project to Michigan Fence Outlet of Macomb, MI for $182,195.91 subject to final review by the city attorney
I. Request to approve the invoice from SmithGroup for the Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract in the amount of $7,373.50
J. Licenses New and Renewals submitted for April 3, 2023

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS: None

8. PUBLIC HEARINGS:

A. Public hearing and adoption of Special Assessment Resolutions to confirm the rolls and set the due date of May 17, 2023 together with penalty of ten percent (10%) for Special Assessment Districts #704 Delinquent Utilities, #705 False Alarms, #706 Property Blight, #707 Sidewalk Replacement

B. Public Hearing to receive public comments on the reprogramming of the 2022 Community Development Block Grant (CDBG) funds

C. Resolution approving the reprogramming of the 2022 Community Development Block Grant funds and to authorize the mayor to sign the application and sub-recipient agreement on behalf of the city

9. COMMUNICATIONS: None

10. SPECIAL LICENSES:

A. Request for a Special Event License and waiver of fee submitted by the Arts and Cultural Diversity Commission for the annual World Dance Day Event to be held April 29, 2023

11. ACCOUNTING REPORTS: None

12. BIDS:

A. Request to approve the proposal from Testing Engineers & Consultants (TEC) of Troy, MI to provide the construction testing and geotechnical engineering consulting for the not-to-exceed amount of $60,380.00

13. ORDINANCES: None

14. CITY ATTORNEY:

15. CITY MANAGER:

Economic Development and Planning

A. Tax Foreclosure 2022 update

Administration

B. Request to approve the final Terms of Engagement with the Kaplan Law Firm for City Prosecutorial Services

Department of Public Works

C. Request to approve a one-year lease extension for 13650 Oak Park Blvd., Suite A to Hatzalah subject to review by the city attorney

Engineering

D. Request to approve a contract with Forgotten Harvest for reimbursement for the widening of the Hubbell Ave. intersection with Eight Mile Road

E. Request to approve a contract with MDOT for the widening of the Hubbell Ave. intersection with Eight Mile Road

16. CALL TO THE AUDIENCE

Each speaker's remarks are a matter of public record; the speaker, alone, is responsible for his or her comments and the City of Oak Park does not, by permitting such remarks, support, endorse or accept the content thereof, as being true or accurate. "Any person while being heard at a City Council Meeting may be called to order by the Chair, or any Council Member for failure to be germane to the business of the city, vulgarity, or personal attacks on persons or institutions." There is a three-minute time limit per speaker.

17. CALL TO THE COUNCIL

18. ADJOURNMENT

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

CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
39th OAK PARK CITY COUNCIL
March 20, 2023
7:00 PM

MINUTES

The meeting was called to order at 7:03 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, Mayor Pro Tem Edgar, Council Member Radner, Council Member Burns, Council Member Whitehead

ABSENT: None

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

APPROVAL OF AGENDA:

CM-03-081-23 **(AGENDA ITEM #4) ADOPTION OF THE AGENDA AS PRESENTED – APPROVED**

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-03-082-23 **(AGENDA ITEM #5A-C) CONSENT AGENDA - APPROVED**

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

A. Regular City Council Meeting Minutes for March 8, 2023 **CM-03-083-23**
B. Request to approve payment of an invoice from OHM Advisors for Leslie Water Main Topo for the total amount of $3,529.00 **CM-03-084-23**
C. Licenses New and Renewals submitted for March 20, 2023 **CM-03-085-23**

MERCHANT'S LICENSES – March 20, 2023
(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEE	BUSINESS TYPE
I TUTOR TODAY	22180 PARKLAWN	$150.00	TUTOR SERVICES

RENEWALS (2023)	ADDRESS	FEE	
EATON STEEL CORPORATION	10221 CAPITAL AVE	$150.00	MANUFACTURING
PRO WHEELS INC	12720 CAPITAL AVE	$225.00	AUTO REPAIR
REB RESEARCH CONSULTING	12851 CAPITAL AVE	$187.50	RESEARCH AND CONSULTING
CLOSEOUTS RR US, INC	13240 CAPITAL AVE B	$225.00	RETAIL
PARTS PLUS	13202 CLOVERDALE AVE	$225.00	AUTO PARTS PLUS
PUCK HCKY. LLC	21340 COOLIDGE HWY	$225.00	OFFICE
CVS PHARMACY #8106	23001 COOLIDGE HWY	$150.00	PHARMACY
FAMILY DOLLAR #32718	23105 COOLIDGE HWY	$150.00	RETAIL
TRVFIT BERKLEY	14661 W ELEVEN MILE 800	$225.00	FITNESS STUDIO
FRONT PAGE DELI	24810 GREENFIELD RD	$225.00	RESTAURANT
MOOKEY'S BEANS GREEN	26076 GREENFIELD RD	$225.00	RESTAURANT
JAMES TAILORING	8236 W NINE MILE RD	$150.00	ALTERATIONS
CREATED PERFORMANCE	8740 NORTHEND AVE	$225.00	AUTO SERVICE
ACCESS & VASCULAR CARE	10861 TEN MILE	$187.50	MEDICAL OFFICE
SHOE RACK OUTLET	13291 TEN MILE	$150.00	RETAIL

D. (Added to the Agenda) Request to conduct a public hearing at the April 3, 2023 City Council Meeting to receive comments on the possible reprogramming of CDBG funds for the Program Year 2022. **CM-03-086-23**

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS: None

PUBLIC HEARINGS: None

COMMUNICATIONS: None

SPECIAL LICENSES: None

ACCOUNTING REPORTS:

CM-03-087-23 **(AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF INVOICES SUBMITTED BY GARAN, LUCOW, MILLER, P.C. FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF $14,514.59 - APPROVED**

Motion by Whitehead, seconded by Edgar, CARRIED UNANIMOUSLY, to approve payment of invoices #603928 by Garan, Lucow, Miller P.C., for legal services rendered through February 28, 2023 in the total amount of $14,514.59.

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

MOTION DECLARED ADOPTED

BIDS:

CM-03-088-23 **(AGENDA ITEM #12A) REQUEST TO AWARD THE REGULAR BID FOR THE 2023 CATCH BASIN LINE REPLACEMENT PROJECT, M-752 TO MIDWEST EXCAVATING OF DEARBORN, MI FOR THE TOTAL AMOUNT OF $196,616.00 - APPROVED**

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to award the regular bid for the 2023 Catch Basin Line Replacement Project, M-752 to Midwest Excavating of Dearborn, MI for the total amount of $196,616.00.

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

MOTION DECLARED ADOPTED

City Engineer Grisamer indicated the request to bid the 2023 Catch Basin Line Replacement Project, M-752 was approved at the February 6, 2023 regular meeting of the Oak Park City Council. The project was advertised, and forty-five (45) contractors viewed the documents. On February 27, 2023, five (5) bids were received and opened. The low bidder, Midwest Excavating of Dearborn, MI submitted a bid of $196,616.00 for the catch basin project. This project will replace storm pipes that are in poor condition throughout specific areas of the city. References were checked and all had positive responses.

ORDINANCES: None

CITY ATTORNEY: No Report

CITY MANAGER:

City Clerk

(AGENDA ITEM #15A) Local Officers Compensation Commission - Salary determination for local elected officials.

CM-03-089-23 **(AGENDA ITEM #15A) MOTION TO ACCEPT THE LOCAL OFFICERS' COMPENSATION COMMISSION'S DETERMINATION OF A 3% INCREASE FOR THE ANNUAL SALARIES OF THE MAYOR, MAYOR PROTEM, AND COUNCIL MEMBERS - APPROVED**

Motion by Radner, seconded by Burns, FAILED, to accept the Local Officer's Compensation Commission's determination of a 3% increase for the annual salaries of the Mayor, Mayor ProTem, and Council Members.

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

MOTION FAILED

Finance

CM-03-090-23 **(AGENDA ITEM #15B) RESOLUTION AUTHORIZING THE CITY ASSESSOR TO PREPARE SPECIAL ASSESSMENT ROLLS, ASSESSING UNPAID CHARGES TOGETHER WITH A 10% PENALTY ON PRIVATE PROPERTY FOR DELINQUENT UTILITIES - $261,009.76; FALSE ALARMS - $2,398.00; PROPERTY BLIGHT - $21,423.52; AND SIDEWALK REPLACEMENT - $211,195.54 - APPROVED**

Motion by Whitehead, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following resolution authorizing the City Assessor to prepare Special Assessment Rolls, assessing unpaid charges together with a 10% penalty on private property for Delinquent Utilities - $261,009.76; False Alarms - $2,398.00; Property Blight - $21,423.52; and Sidewalk Replacement - $211,195.54:

PROPOSAL FOR
SPECIAL ASSESSMENT DISTRICTS

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

THEREFORE, BE IT RESOLVED, in accordance with Section 12.14 of the City Charter, that the Assessor of the City is hereby authorized and directed to make Special Assessment Rolls for said expenses incurred, together with a penalty of ten percent (10%), and to assess the lands in the Special Assessment Districts therefore according to the benefits derived in the sum of $496,026.82:

Delinquent Utilities	$261,009.76
False Alarms	$2,398.00
Property Blight	$21,423.52, and
Sidewalk Replacements	$211,195.54

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

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

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

MOTION DECLARED ADOPTED

CM-03-091-23 **(AGENDA ITEM #15C) RESOLUTION RECEIVING SPECIAL ASSESSMENT ROLLS ESTABLISHING APRIL 3, 2023 AS THE DATE FOR THE PUBLIC HEARING ON THE ROLLS FOR UNPAID CHARGES FOR CITY EXPENSES INCURRED ON PRIVATE PREMISES FOR DELINQUENT UTILITIES #704, FALSE ALARMS #705, PROPERTY BLIGHT #706, AND SIDEWALK REPLACEMENT #707 - APPROVED**

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to approve the following resolution receiving Special Assessment Rolls establishing April 3, 2023 as the date for the Public Hearing on the rolls for unpaid charges for city expenses incurred on private premises for Delinquent Utilities #704, False Alarms #705, Property Blight #706, and Sidewalk Replacement #707:

SPECIAL ASSESSMENT RESOLUTION

DISTRICT NO. 704, 705, 706 and 707

Meeting of the City Council held March 20, 2023, at 7:00 P.M.

The Assessor reported Special Assessment Rolls No. 704, 705, 706 and 707 to the City Council. Attached to said Special Assessment Roll was the certificate of the City Assessor in form as required in Chapter XII of the City Charter.

BE IT RESOLVED, that Special Assessment Rolls No. 704, 705, 706 and 707 this day submitted to the City Council by the City Assessor, be filed in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council and the City Assessor shall meet in the City Council room in the City of Oak Park, Michigan, on the 3rd day of April, 2023 at 7:00 P.M. Eastern Standard Time, for the purpose of reviewing the assessment contained in said Special Assessment Rolls.

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

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

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

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Lori Leasey encouraged everyone to give blood at the Oak Park Community Center on April 10, 2023.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:40 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
March 20, 2023
6:00 PM

MINUTES

Mayor McClellan called the special meeting to order at 6:05 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 Radner

ABSENT: Council Member Whitehead, Council Member Burns

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

SPECIAL BUSINESS:

(AGENDA ITEM A) Discuss Recreation Plan funding.

City Manager Tungate and Deputy City Manager VanVleck presented options that would help fund proposed amenities identified as priorities in the Recreation Master Plan. A copy of the presentation is on file with the City Clerk.

There was consensus from the council members present to continue the funding discussion and possible determination at the next meeting when all members may be present.

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

Oak Park Public Library - Board Meeting

12/20/2022

1) Call to Order at 6:30
2) Roll Call
    a) Zakiya Hollifeld - Present
    b) Cheryl Daniel - Present
    c) Noson Daitchman - Present
    d) Hilery Cash - Present
    e) Leslye Richie - Present
    f) Kenneth Sherman - Present
    g) Shaun Whitehead - Absent
3) Approval of Agenda
    a) Noson moves for approval of agenda. 2nd by Kenneth.
        i) Motion passes unanimously.
4) Approval of Minutes
    a) Noson moves for approval of November Minutes. 2nd by Hilery.
        i) Motion passes unanimously.
5) Library Director Report
    a) Bills
        i) Noson moves to approve bills of $12,644.54. 2nd by Ken.
            (1) Zakiya Hollifeld - Yes
            (2) Cheryl Daniel - Yes
            (3) Noson Daitchman - Yes
            (4) Hilery Cash - Yes
            (5) Leslye Richie - Yes
            (6) Kenneth Sherman - Yes
    b) Events/Library Happenings
        i) New Youth Librarian. She has been actively working with the schools and kids.
        ii) We are working with TLN and the city to do updates to our network. New firewalls installed. New laptops will be available for in library checkout soon.
        iii) Still working on website.
        iv) Mid November 150 kids came from Lessenger to learn about the library.
        v) We had a magician family event that had over 100 in attendance.
        vi) ESports has been going well.
        vii) Offering English Language learning group in partnership with a non-profit literacy group (Sierra Literacy).
        viii) Irina has been offering computer classes every-other Thursday AM
        ix) Storytime is done and will return in January.
        x) Book delivery is going well.
    c) Statistics
        i) Library Director went over November statistics.
6) Old Business
    a) Afterschool Update

i) Patrons feel the security guard is doing a good job. No new updates for closure.

b) Recreation Assessment - Impact on Library: Capital Outlay/Planning

i) Library Director met with city and city officials and talked about recreation building. They would like to focus on getting the green space between City Hall and the Library for a space for a farmer's market.

7) New Business

a) Meeting Dates: Jan 17 and June 20 / Location Change (West Conference Room)

i) Location change on these dates because of city council meeting

b) Boards/ Commissions Dinner – March 14/ 6-8PM @ Great Lakes Culinary Center

i) Dinner for Board Members

c) Call for Officers / Voting Jan 17

i) We missed voting in November so we will hold vote in January

d) Budget Approvals (re: Capital Outlay)

i) We had set aside money for security. We need to put money into the right account. So $10,000 will be transferred from Capital Outlay account to Contract Services

ii) Noson moves to transfer $10,000 from Capital Outlay account to Contract Services. 2nd by Leslye.

(1) Zakiya Hollifeld - Yes
(2) Cheryl Daniel - Yes
(3) Noson Daitchman - Yes
(4) Hilery Cash - Yes
(5) Leslye Richie - Yes
(6) Kenneth Sherman – Yes

iii) Library Director would like to use capital outlay to replace computers. Library Director would like to see if we can get Library Design to come in and give advice.

8) Friend of the Library Report

a) Book Sale went well. Some people were interested in another bag sale. Raised almost $750.

b) Elections next month

9) Public Comment

10) Adjournment

a) Noson moves to adjourn at 7:32. 2nd by Ken.

i) Motion passes unanimously.

Oak Park Public Library - Board Meeting

01/17/2022

1) Call to Order at 6:33
2) Roll Call
    a) Zakiya Hollifeld - 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 until 7pm (Concurrent City Council Meeting)
3) Approval of Agenda
    a) Ken moves for approval of agenda. 2nd by Hilery.
        i) Motion passes unanimously.
4) Approval of Minutes
    a) Noson moves for approval of December Minutes. 2nd by Cheryl.
        i) Motion passes unanimously.
5) Library Director Report
    a) Bills
        i) Noson moves to approve bills of $11,758.50. 2nd by Ken.
            (1) Zakiya Hollifeld - 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) Completed annual state aid report
        ii) Storytimes are back and are doing well.
        iii) Pepper Elementary came and did a classroom visit for storytime.
        iv) Plans for library to be represented at Winterfest.
        v) Expected turnout of 70 people for business financial program
        vi) Joined Oak Park Youth Assistance Board
        vii) Working with OPHS and NOVA to assist them with a work-based learning program for teens.
    c) Statistics
        i) Library Director went over November statistics.
6) Old Business
    a) Afterschool Update
        i) Nothing new to update.
    b) Recreation Assessment

i) Recreation renovation is on 10 year plan. Library Director talked to City manager so that plans could be coordinated with the library.

7) New Business
    a) Voting on Officers
        i) Noson nominates Zakiya for President. 2nd by Leslye
        ii) Noson nominates Cheryl for Vice President. 2nd by Leslye
        iii) Noson nominates Noson for Secretary. 2nd by Cheryl
        iv) Noson nominates Kenneth for Treasurer. 2nd by Leslye
        v) Noson moves to appoint Zakiya as President, Cheryl as Vice President, Noson as Secretary and Kenneth as Treasurer.
            (1) Zakiya Hollifeld - Yes
            (2) Cheryl Daniel - Yes
            (3) Noson Daitchman - Yes
            (4) Hilery Cash - Yes
            (5) Leslye Richie - Yes
            (6) Kenneth Sherman – Yes
    b) Capital Improvement discussion – Library Design visit summary
        i) Library Director had Library Design come in and advise on the design of the library. Library Director went over some of the suggestions of the consultant.
        ii) Library Director would like to have Library Design create a plan for Oak Park Library after gaining input from public. Hilery suggests visiting other libraries to get ideas.
        iii) Library Director would like to discuss library needs with the city manager.
    c) Recognition of Memorial Donation by Ken Sherman for Duster
8) Friend of the Library Report
    a) Friends of Library had elections.
    b) Sponsored a speaker Audrey Allison in February for black history month.
9) Public Comment
    a) Ken noticed that there is only one AED in the library. Ken would like to get another one particularly in a more public area. Library Director will talk to city manager.
10) Adjournment
    a) Noson moves to adjourn at 7:50. 2nd by Hilery.
        i) Motion passes unanimously.

Oak Park Public Library Board Meeting

02/21/2022

1) Call to Order at 6:34
2) Roll Call
    a) Zakiya Hollifeld - 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 – Late Arrival (Arrived 6:39)
3) Approval of Agenda
    a) Noson moves for approval of agenda. 2nd by Cheryl.
        i) Motion passes unanimously.
4) Approval of Minutes
    a) Ken moves for approval of December Minutes. 2nd by Leslye.
        i) Motion passes unanimously.
5) Library Director Report
    a) Bills
        i) Ken moves to approve bills of $14,908.38. 2nd by Cheryl.
            (1) Zakiya Hollifeld - Yes
            (2) Cheryl Daniel - Yes
            (3) Noson Daitchman - Yes
            (4) Leslye Richie - Yes
            (5) Kenneth Sherman – Yes
            (6) Shaun Whitehead - Yes
    b) Events/Library Happenings
        i) PT Teen Librarian Position open
        ii) Winterblast was success
        iii) Laptops will soon be available for in-library checkout
        iv) Defribilator can be moved if necessary. 2nd will not be purchased due to lack of funds.
        v) African Storyteller Feb 26
        vi) March is reading month
        vii) Oak Park Library was chosen for a Michigan Notable Book Author event location.
        viii) Friends of library are having bag of books sale $3 a bag.
        ix) We've become partner of Oakland County Historical Commission's poster education program.
6) Old Business
    a) Capital Improvement Discussion
        i) Library Director showed contract details regarding library consultation.

ii) Noson moves to approve the contract with Library Design Associates with the amount of $8,750 for consulting and planning. 2nd by Ken.
    (1) Zakiya Hollifeld - Yes
    (2) Cheryl Daniel - Yes
    (3) Noson Daitchman - Yes
    (4) Leslye Richie - Yes
    (5) Kenneth Sherman – Yes
    (6) Shaun Whitehead - Yes

7) New Business
    a) Technology Policy Adoption
        i) Library Director showed policy for Laptop Circulation Policy and Acceptable Use Policy for Technology and Network.
        ii) Noson move to approve Laptop Circulation Policy and Acceptable Use Policy for Technology and Network as written.
    b) Budget Summary
        i) Library Director went over budget. We are on par for where we should be at this point in the year.
    c) Juneteenth
        i) Library wants to host art show for Juneteenth (on Sunday June 18).
    d) Director Annual Review
        i) Ken suggested that we should plan ahead for Library Director's Annual Review
    e) Boards and Commissions Dinner Invitation
        i) Library Director reminded Board about Boards and Commissions Dinner.
8) Friend of the Library Report
    a) Bag Sale coming up on Feb 26.
    b) Another Bag Sale is coming in April.
9) Public Comment
10) Adjournment
    a) Noson moves to adjourn at 7:35. 2nd by Leslye.
        i) Motion passes unanimously.

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA #**

SUBJECT: The Municipal Services Department is requesting authorization to advertise for bids for CDBG Program Year 2022 Senior Yard Services, M-757.

DEPARTMENT: Technical & Planning – RMB

SUMMARY: To provide grass cutting and snow removal for pre-qualified resident senior applicants.

FINANCIAL STATEMENT: The Senior Yard Service Program is funded through the Community Development Block Grant, CDBG. $40,000 has been allocated (from re-programming) for program year 2022, with $3,500 being paid to OLHSA for Applicant Pre-Qualification. Therefore $36,500 is allocated for lawn mowing and snow removal contracting.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for Program Year 2022 Yard Services, M-757, be approved. Fuding is available in the CDBG fund for this expenditure.

APPROVALS:

Department Director: KM_____

Director of Finance: _____SC_____

Budgeted: ☐

Legal: ____CK_____

EXHIBITS: none

5E

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA #**

SUBJECT: Request authorization to enter into the West Nile Virus Fund Expense Reimbursement Program available from Oakland County.

DEPARTMENT: Public Works - *DED*

SUMMARY: The Public Works Department requests that Director David DeCoster be designated as agent for the Oakland County West Nile Virus Reimbursement Program.

FINANCIAL STATEMENT: The reimbursement program proposes to reimburse Oak Park $3,595.53 for our expenses on combating the West Nile Virus.

RECOMMENDED ACTION: It is recommended that City Council approve the attached resolution designating David DeCoster as the agent for the City of Oak Park in regards to the Oakland County West Nile Virus Reimbursement Program.

APPROVALS:

City Manager: ET

Department Director: *DED*

Finance Director: SC

Legal: CK

Budgeted: ☐

EXHIBITS: Resolution

RESOLUTION

REQUEST AUTHORIZATION TO ENTER INTO THE WEST NILE VIRUS FUND EXPENSE REIMBURSEMENT PROGRAM AVAILABLE FROM OAKLAND COUNTY

Motion by, _____seconded by, _____CARRIED UNANIMOUSLY: To adopt the following resolution:

WHEREAS, upon the recommendation of the Oakland County Executive, the Oakland County Board of Commissioners has established a West Nile Virus Fund Program to assist Oakland County cities, villages and townships in addressing mosquito control activities; and

WHEREAS, Oakland County's West Nile Virus Fund Program authorizes Oakland County cities, villages and townships to apply for reimbursement for eligible expenses incurred in connection with personal mosquito protection measures/activity, mosquito habitat eradication, mosquito larvaciding or focused adult mosquito insecticide spraying in designated community green areas; and

WHEREAS, the City of Oak Park, Oakland County, Michigan has incurred expenses in connection with mosquito control activities believed to be eligible for reimbursement under Oakland County's West Nile Virus Fund Program.

NOW, THEREFORE, BE IT RESOLVED that this council authorizes and directs the Director of DPW, as agent for the city of Oak Park, in the manner and to the extent provided under Oakland County Board of Commissioner Miscellaneous Resolution, to request reimbursement of eligible mosquito control activity under Oakland County's West Nile Virus Fund Program.

Roll Call Vote: Yes,
No,
Absent,

I, T. Edwin Norris, duly certified City Clerk of the City of Oak Park, Michigan, do hereby certify that the above resolution is a true copy of a resolution adopted by the Oak Park City Council, at a Regular Meeting, held on April 3, 2023.

_____
T. Edwin Norris, City Clerk

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA #**

SUBJECT: Proposed payment request for Engineering Consulting Services.

DEPARTMENT: DPW/Municipal Services – Engineering *KMG*

SUMMARY: Attached is a request for payment for invoices from OHM Advisors for the projects as listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
GIS DWAM Grant	$5,013.00	$136,053.50	$141,066.50	$240,000.00	592-18-538-970
Fern St Survey	$520.00	$2,758.75	$3,278.75	$4,000.00	592-18-538-801
Totals	**$5,533.00**	**$138,812.25**	**$144,345.25**	**$244,000.00**	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of $5,533.00. Funding is available in the above listed accounts.

APPROVALS:

City Manager: _____ET_____ Department Director:_____*KMG*_____

Finance Director: ___SC_____ City Attorney: __N/A_____

Budgeted ☐

EXHIBITS: Invoices

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

INVOICE

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

Invoice Date: 03/23/2023
Invoice #: 61115
Project: 0037228040

Project Name: Oak Park GIS DWAM

For Professional Services Rendered Through: March 11, 2023

Professional Services

Description	*Fee*	*Prior Billed*	*Total Available*	*Current Billing*
Task 1: City & OHM Meetings	$2,500.00	$2,367.00	$133.00	$0.00
Task 2: Field Data Colleciton	$160,000.00	$123,668.00	$36,332.00	$2,121.00
Task 3: GIS Topology / Attribution Updates	$30,000.00	$8,471.00	$21,529.00	$2,697.00
Task 4: Application Development	$45,000.00	$1,547.50	$43,452.50	$195.00
Task 5: Eos GPS Configuration and Training	$2,500.00	$0.00	$2,500.00	$0.00
Totals	**$240,000.00**	**$136,053.50**	**$103,946.50**	**$5,013.00**

Invoice Total **$5,013.00**

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

OHM Advancing Communities®

INVOICE

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

Invoice Date: 03/23/2023
Invoice #: 61115
Project: 0037228040

Project Name: Oak Park GIS DWAM

Task 2: Field Data Colleciton
Professional Services

	Hours	Rate	Amount
Technician I	16.00	96.00	$1,536.00
Technician III	4.50	130.00	$585.00
Professional Services Subtotal	**20.50**		**$2,121.00**
Task 2: Field Data Colleciton Total:	**20.50**		**$2,121.00**

Task 3: GIS Topology / Attribution Updates
Professional Services

	Hours	Rate	Amount
Technician I	14.00	96.00	$1,344.00
Technician II	2.00	115.00	$230.00
Technician III	7.50	130.00	$975.00
Technician IV	1.00	148.00	$148.00
Professional Services Subtotal	**24.50**		**$2,697.00**
Task 3: GIS Topology / Attribution Updates Total:	**24.50**		**$2,697.00**

Task 4: Application Development
Professional Services

	Hours	Rate	Amount
Technician III	1.50	130.00	$195.00
Professional Services Subtotal	**1.50**		**$195.00**
Task 4: Application Development Total:	**1.50**		**$195.00**
Total Backup:	**46.50**		**$5,013.00**

REMIT TO:
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Livonia, MI 48150
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F 734.522.6427
OHM-Advisors.com

OHM Advancing Communities®

INVOICE

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

Invoice Date: 03/23/2023
Invoice #: 61114
Project: 0037220041

Project Name: Fern Street Survey - North of 8 Mile

For Professional Services Rendered Through: March 11, 2023

Professional Services	
Field Survey and Drawing	$0.00
Easements	$520.00
Amount Due This Invoice	**$520.00**
Invoice Total	**$520.00**

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

OHM Advancing Communities®

INVOICE

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

Invoice Date: 03/23/2023
Invoice #: 61114
Project: 0037220041

Project Name: Fern Street Survey - North of 8 Mile

Easements
Professional Services

		Hours	***Rate***	***Amount***
Surveyor III		4.00	130.00	$520.00
	Professional Services Subtotal	**4.00**		**$520.00**
	Easements Total:	**4.00**		**$520.00**
	Total Backup:	**4.00**		**$520.00**

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA#**

SUBJECT: Payment Application No. 6 for the 2021 Sewer & Catch Basin Cleaning and TV Inspection Project, M-728.

DEPARTMENT: Municipal Services– Engineering *KMG*

SUMMARY: Attached is Payment Application No. 6 for the 2021 Sewer & Catch Basin Cleaning and TV Inspection Project, M-728 by DVM Utilities of Sterling Heights, Michigan. This project is cleaning and inspecting the sewers and catch basins in the area shown on the attached map. This project is approximately 99% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	$281,247.50
Change Order No. 1	$ 8,331.97
New Contract Amount:	$289,579.47
Total Completed to Date:	$258,196.72
Less Retainage:	$ 12,909.84
Net Earned:	$245,286.88
Deductions:	$ 0.00
Balance:	$245,286.88
Payments to Date:	$188,141.01
Amount Due DVM Utilities:	$ 57,145.87

RECOMMENDED ACTION: It is recommended that Payment Application No. 6 for the 2021 Sewer & Catch Basin Cleaning and TV Inspection Project to DVM Utilities of Sterling Heights, Michigan be approved for the amount of $57,145.87. Funding is available in the Water and Sewer Fund 592-18-550-930 for this expenditure.

APPROVALS:

City Manager: ET Department Director: *KMG*

Director of Finance: SC Legal: NA

Budgeted: ☐

EXHIBITS: Payment Application No. 6, map

PAYMENT APPLICATION

PROJECT: **2021 SEWER & CATCH BASIN CLEANING & TV INSPECTION PROJECT**

JOB NUMBER: M-728

OWNER: **CITY OF OAK PARK, MICHIGAN**

APPLICATION NO.: 6

CONTRACTOR: **DVM UTILITIES, INC**
6045 SIMS RD, SUITE 2
STERLING HEIGHTS, MI 48313

PERIOD ENDING: 1/4/2023

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY		UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Medium 8" Sewer Cleaning & TV Inspection	1,900	LFT	$1.65	0	$0.00	1,904	$3,141.60
2	Medium 10" Sewer Cleaning & TV Inspection	4,800	LFT	$1.70	1,484	$2,522.80	4,258	$7,238.60
3	Medium 12" Sewer Cleaning & TV Inspection	34,100	LFT	$1.75	2,528	$4,424.00	35,324	$61,817.00
4	Medium 15" Sewer Cleaning & TV Inspection	23,000	LFT	$1.80	3,246	$5,842.80	23,765	$42,777.00
5	Medium 18" Sewer Cleaning & TV Inspection	17,200	LFT	$1.85	2,919	$5,400.15	17,579	$32,521.15
6	Medium 21" Sewer Cleaning & TV Inspection	8,300	LFT	$1.95	1,013	$1,975.35	6,819	$13,297.05
7	Medium 24" Sewer Cleaning & TV Inspection	12,600	LFT	$2.00	4,105	$8,210.00	10,442	$20,884.00
8	Medium 27" Sewer Cleaning & TV Inspection	2,600	LFT	$2.25	678	$1,525.50	1,829	$4,115.25
9	Medium 30" Sewer Cleaning & TV Inspection	1,600	LFT	$2.50	1,102	$2,755.00	1,513	$3,782.50
10	Medium 33" Sewer Cleaning & TV Inspection	250	LFT	$2.75	0	$0.00	0	$0.00
11	Medium 36" Sewer Cleaning & TV Inspection	1,900	LFT	$2.90	953	$2,763.70	1,779	$5,159.10
12	Medium 42" Sewer Cleaning & TV Inspection	250	LFT	$3.00	0	$0.00	0	$0.00
13	Medium 48" Sewer Cleaning & TV Inspection	1,300	LFT	$3.25	0	$0.00	956	$3,107.00
14	Medium 54" Sewer Cleaning & TV Inspection	0	LFT	$0.00	0	$0.00	0	$0.00
15	Catch Basin Lead Cleaning & TV Inspection	17,000	LFT	$1.75	5,631	$9,854.25	11,766	$20,590.50
16	Catch Basin Structure Cleaning	700	EA	$62.00	240	$14,880.00	507	$31,434.00
17	Sewer Lateral Protruding Lead Cutting	10	EA	$150.00	0	$0.00	0	$0.00
18	Geneva Emergency Sewer Repair	0	LSUM	$8,331.97	0	$0.00	1	$8,331.97

Period Total Amount: **$60,153.55** **Amount to Date:** **$258,196.72**

Original Contract Amount:	**$281,247.50**
Change Order No.1:	**$8,331.97**
New Contract Amount	**$289,579.47**

Earnings This Period:	$60,153.55
Total Earnings to Date:	$258,196.72
Less Retainage:	$12,909.84
Net Earned:	$245,286.88
Deductions:	$0.00
Balance:	$245,286.88
Payments to Date:	$188,141.01

AMOUNT DUE DVM UTILITIES, INC: **$57,145.87**

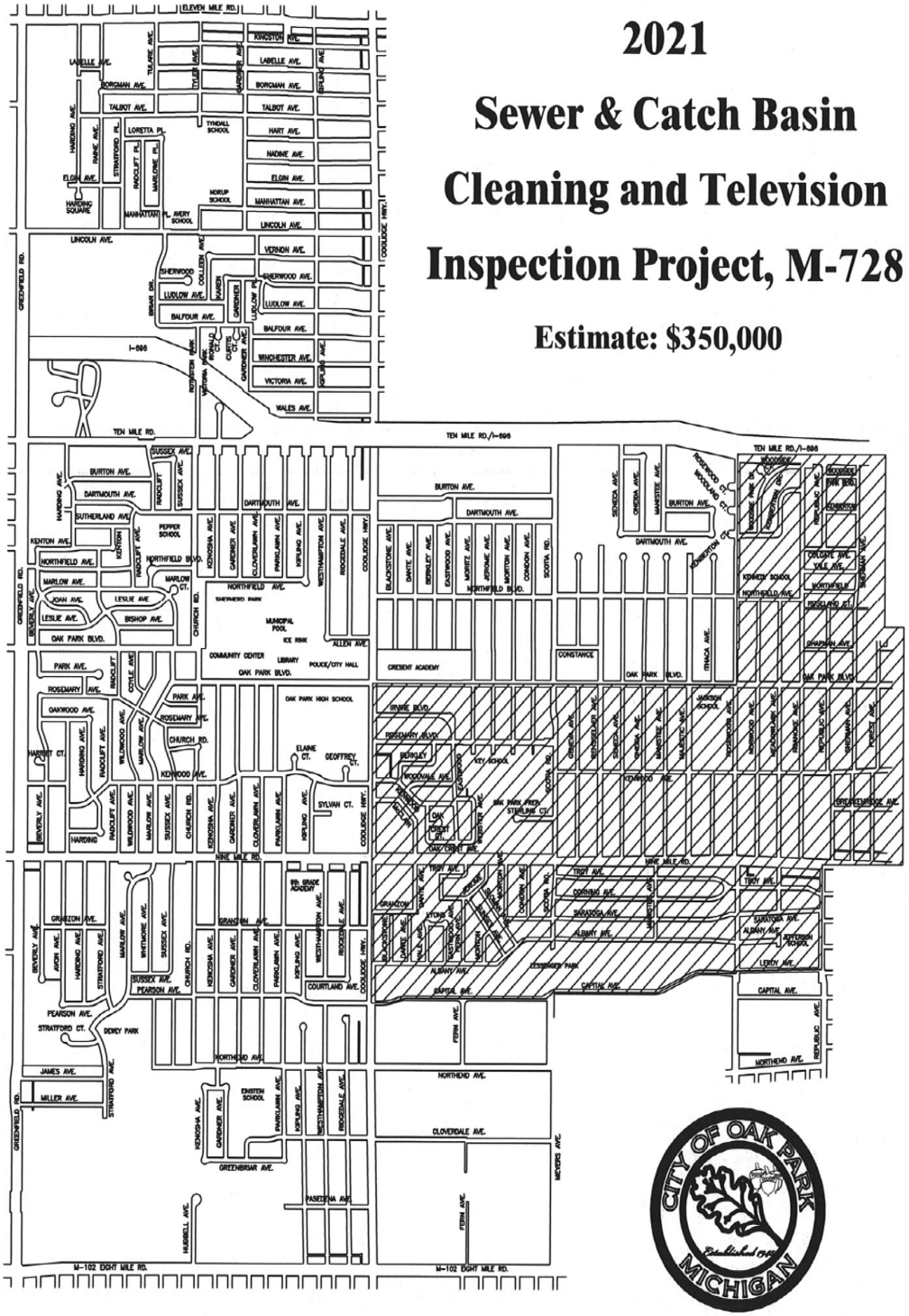
Accepted By: Karl J Bates AAA
DVM Utilities Inc.

Date: Mar 24, 2023

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

Date: Mar 24, 2023

City of Oak Park



2021

Sewer & Catch Basin Cleaning and Television Inspection Project, M-728

Estimate: $350,000

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA#**

SUBJECT: Payment Application No. 3 for the 2021 Greenfield Fence Project, M-735.

DEPARTMENT: Municipal Services – Engineering KMG

SUMMARY: Attached is Payment Application No. 3 for the 2021 Greenfield Fence Project, M-735 by Michigan Fence Outlet of Macomb, Michigan. This project is installing new fence along Greenfield Road, Nine Mile Road, and in Lessenger Park in the areas shown on the attached map. This project is approximately 77% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	$278,300.00
Alternate Bid:	$ 68,700.00
Total Contract Amount:	$347,000.00
Total Completed to Date:	$267,174.90
Less Retainage:	$ 26,717.49
Net Earned:	$240,457.41
Deductions:	$ 0.00
Balance:	$240,457.41
Payments to Date:	$ 58,261.50
Amount Due Michigan Fence Outlet:	$182,195.91

RECOMMENDED ACTION: It is recommended that Payment Application No. 3 for the 2021 Greenfield Fence Project to Michigan Fence Outlet of Macomb, Michigan be approved for the amount of $182,195.91. Funding is available in the Other Parks Forestry Fund 101-18-444-970 for this expenditure.

APPROVALS:

City Manager:____ET_____ Department Director: ___*KMG*_____

Director of Finance:____SC_____ Legal:_____N/A_____

Budgeted: ☐

EXHIBITS: Payment Application No. 3, map

PAYMENT APPLICATION

PROJECT:	Greenfield Fence Project	***JOB NUMBER:***	M-735
OWNER:	City of Oak Park, Michigan	***APPLICATION NO.:***	3
CONTRACTOR:	Michigan Fence Outlet 46705 Erb Drive Macomb, MI 48042	***PERIOD ENDING:***	3/22/23
		PAGE:	1 of 2

Item No.	PRIMARY BID Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max 5%	1	LSUM	$13,900.00	0.25	$3,475.00	0.50	$6,950.00
2	Remove Existing Fence	3,360	LFT	$6.00	2,845.89	$17,075.34	2,845.89	$17,075.34
3	Furnish and Install New 6' High Privacy Fence, Clay Color. Manufacture by Bufftech or Approved Equal	3,360	LFT	$72.00	2,359.23	$169,864.56	2,359.23	$169,864.56
4	Project Clean Up	1	LSUM	$2,320.00	0.00	$0.00	0.00	$0.00
Item No.	**ALTERNATE BID Description**	**Original Bid Quantity**	**Unit**	**Unit Price**	**Period Quantity**	**Period Amount**	**Quantity To Date**	**Amount To Date**
5	Remove Existing Fence	281	LFT	$10.00	80.00	$800.00	361.00	$3,610.00
6	6' Chain Link Pedestrian Gate with Hardware	4	EACH	$0.00	0.00	$0.00	0.00	$0.00
7	6' Chain Link Fence w/Footings, 8 Gauge, 1" Mesh	20	LFT	$62.00	0.00	$0.00	0.00	$0.00
8	6' Chain Link Fence w/footings, 8 Gauge, 2" Mesh	1,180	LFT	$50.00	115.00	$5,750.00	1,284.00	$64,200.00
9	Dog Park, 6'-0" High x 5'0" Wide Gate, 2" Mesh	3	EACH	$760.00	3.00	$2,280.00	3.00	$2,280.00
10	Dog Park, 6'-0" High x 5'0" Wide Gate w/electrical access control, 1" mesh	1	EACH	$1,520.00	0.00	$0.00	0.00	$0.00
11	Project Clean Up	1	LSUM	$1,850.00	0.00	$0.00	0.00	$0.00
12	Dog Park, 6'-0" High x 10'-0" Swing Gate	0	LSUM	$3,195.00	1.00	$3,195.00	1.00	$3,195.00
						$202,439.90		**$267,174.90**

PROJECT:	Greenfield Fence Project	***JOB NUMBER:***	M-735
OWNER:	City of Oak Park, Michigan	***APPLICATION NO.:***	3
CONTRACTOR:	Michigan Fence Outlet 46705 Erb Drive Macomb, MI 48042	***PERIOD ENDING:***	3/22/23
		PAGE:	2 of 2

Original Contract Amount:	$278,300.00
Alternate Bid:	$68,700.00
Total Contract Amount:	$347,000.00

Earnings This Period:	$202,439.90
Total Earnings to Date:	$267,174.90
Less Retainage:	$26,717.49
Net Earned:	$240,457.41
Deductions:	$0.00
Balance:	$240,457.41
Payments to Date:	$58,261.50
Amount Due:	**$182,195.91**

Accepted By:

Henri Demil

Henri Demil (Mar 27, 2023 08:08 EDT)

Michigan Fence Outlet

Date: Mar 27, 2023

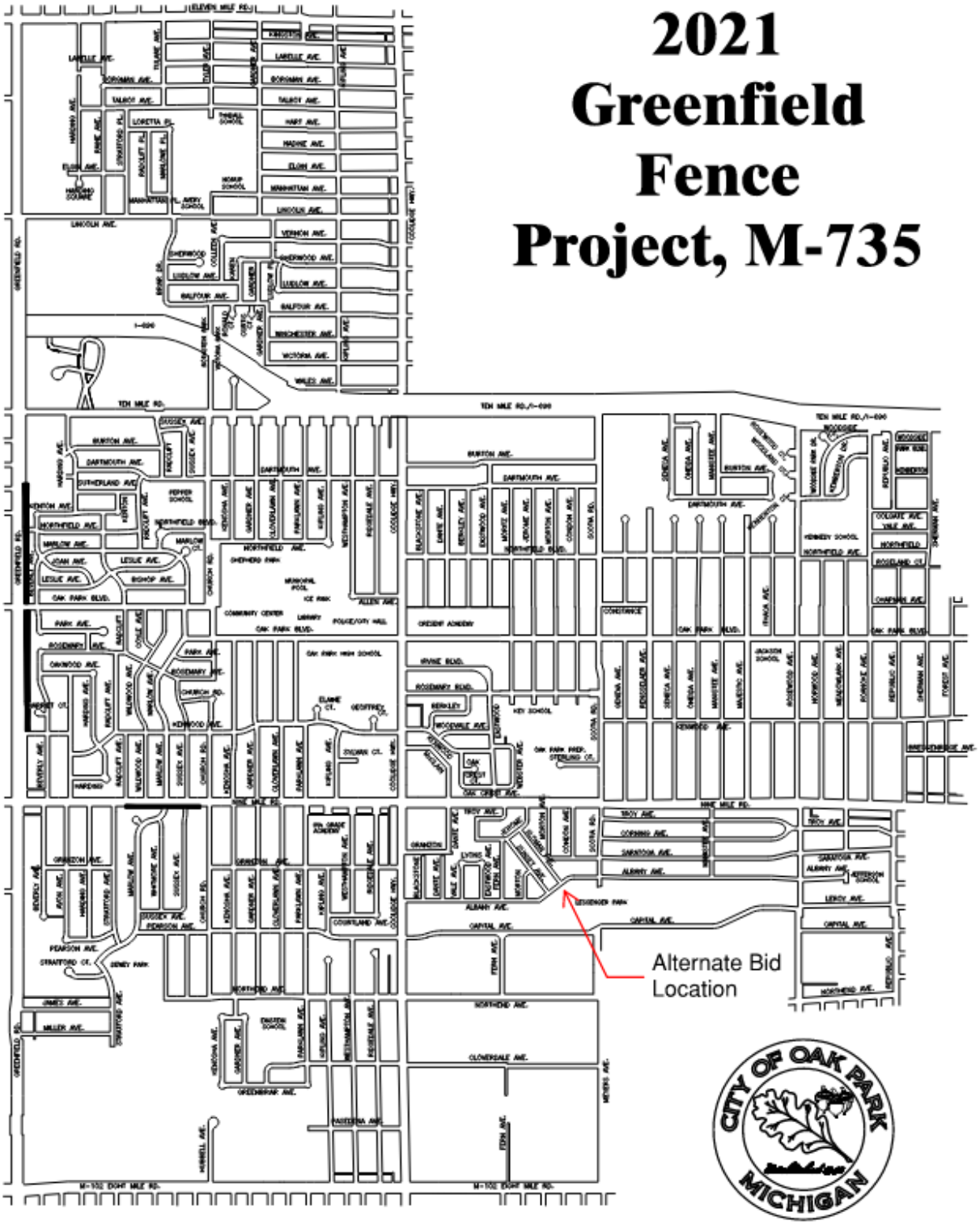
Kara M. Grisamer

Kara Grisamer, City Engineer
City of Oak Park, Michigan

Date: Mar 27, 2023

City of Oak Park

2021 Greenfield Fence Project, M-735



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023

SUBJECT: Payment of Invoice from SmithGroup for Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract

DEPARTMENT: City Manager's Office / Recreation

SUMMARY: Attached is an invoice from SmithGroup for the Parks and Recreation Master Plan Update and Comprehensive Asset Management Contract in the amount of $7,373.50.

FINANCIAL STATEMENT: Funding ($125,000) is available in the General Fund (101-19.752-818.000).

Original Contract Amount:	$119,235.00
Amended Contract Amount *(approved 4/4/22):*	**$124,735.00**
Total Payments to date:	$113,674.75
Amount Due:	$7,373.50
Balance:	$3,686.75

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

APPROVALS:

City Manager:_____ET_____

Department Director: CV

Director of Finance: ____SC_____

Budgeted: Yes ☐

EXHIBITS:
SmithGroup Invoice

INVOICE

SMITHGROUP

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

February 24, 2023
Project No: 13795
Invoice No: 0169421

Invoice Total $7,373.50

Crystal VanVleck
City Manager of Community Services
City of Oak Park, Michigan
City Hall
14000 Oak Park Blvd
Oak Park, MI 48237

Professional Services from December 31, 2022 to January 27, 2023

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

Fee

Billing Phase	Fee	Percent Complete	Total Earned	Previous Fee Billing	Current Fee Billing
Original Scope and Fee	73,735.00	100.00	73,735.00	66,361.50	7,373.50
Additional Stakeholder Engagement	18,000.00	100.00	18,000.00	18,000.00	0.00
Enhanced Statistical Community Survey	12,500.00	100.00	12,500.00	12,500.00	0.00
Four Additional Park Site Plans	15,000.00	100.00	15,000.00	15,000.00	0.00
Dewey Park	5,500.00	100.00	5,500.00	5,500.00	0.00
Total Fee	124,735.00		124,735.00	117,361.50	7,373.50

Total Fee **7,373.50**

Total this Contract **$7,373.50**

Total this Invoice **$7,373.50**

Outstanding Invoices

Number	Date	Balance
0168710	1/27/2023	3,686.75
Total		**3,686.75**

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

SmithGroup PM Mark Woodhurst

DUE AND PAYABLE UPON RECEIPT
Electronic Payments: SmithGroup, Comerica Bank (CMCA) #072000096, Account #1840094476

MERCHANT'S LICENSES - APRIL 3, 2023

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
QUALITY REPAIR AND TIRE CENTER	10200 W NINE MILE RD	$150.00	REPAIR SHOP

RENEWALS FOR 2023	ADDRESS	FEES	BUSINESS TYPE
INNOVATIVE TOOL & DESIGN INC	10725 CAPITAL AVE	$187.50	MANUFACTURING
UNITED REFRIGERATION INC	12811 CAPITAL AVE	$150.00	WHOLESALE DISTRIBUTORS
SECURITY CENTRAL PROTECTION	12821 CAPITAL AVE	$150.00	SECURITY COMPANY
THE COLLECTIVE MUSIC GROUP	13305 CAPITAL AVE # 100	$187.50	STUDIO
HERC RENTALS INC	13133 CLOVERDALE AVE	$150.00	EQUIPMENT RENTAL
CITI TRENDS #580	22106 COOLIDGE HWY	$225.00	RETAIL
MARCUS WEAR AND TAILOR LLC	24709 COOLIDGE HWY	$187.50	RETAIL
LINCOLN AUTO SERVICE	25761 COOLIDGE HWY	$187.50	AUTO REPAIR
CARING DENISTRY	26021 COOLIDGE HWY	$150.00	DENTISTRY
FARS FILL UP, INC	13500 W EIGHT MILE RD	$150.00	GAS STATION
EL MARS SUBURBAN SHOP	13661 W ELEVEN MILE RD	$150.00	RETAIL
P. GLUCK WOODWORKS	14861 W ELEVEN MILE RD	$187.50	FURNITURE MAKER
CATCH A FADE BARBER LOUNGE	21700 GREENFIELD RD # 115	$225.00	BARBERSHOP
KEEPITFLY BRAIDING STUDIO	21900 GREENFIELD RD 204	$225.00	HAIR SALON
EYECARE4 YOU	23300 GREENFIELD RD # 114	$225.00	OFFICE
CHIC SWEETS BOUTIQUE	25900 GREENFIELD RD # 241	$225.00	OFFICE
RAINBOW #730	26170 GREENFIELD RD	$150.00	RETAIL
RELAX, RELEASE & RESTORE WELLNESS SPA	8750 W NINE MILE RD	$225.00	SPA SERVICES
LITTLE CAESAR ENTERPRISES #30	8801 W NINE MILE RD	$150.00	FAST FOOD RESTAURANT
LITTLE BEAR'S LEARNING CENTER LLC	13391 W NINE MILE RD	$150.00	DAYCARE FACILITY
PUBLIC SERVICE CREDIT UNION	13401 W NINE MILE RD	$187.50	FINANCIAL INSTITUTION
NAILS TODAY	13731 W NINE MILE RD	$187.50	NAIL SALON
MIRACULOUS BEAUTY	15421 W NINE MILE RD	$225.00	HAIR SALON
SUBWAY	13311 TEN MILE	$150.00	RESTAURANT
MURRAYS WORLWIDE INC	21841 WYOMING AVE	$150.00	HAIR MANUFACTURER

LIQUOR LICENSE RENEWALS - APRIL 3, 2023

(Subject to All Departmental Approvals)

NAME	ADDRESS	FEES	LICENSE TYPE
Berkley Coffee, LLC	14661 W. 11 Mile, #500	$250.00	Tevern
Crazy Crab GAO Corporation	13351 W. 10 Mile	$250.00	Class C Liquor
Dog and Pony Show Brewing, LLC	14661 W. 11 Mile	$250.00	Microbrewery
Eddie's Gourmet Food, Inc.	25920 Greenfield	$250.00	Class C Liquor
Oak Park Social, LLC	14691 W. 11 Mile	$250.00	Class C Liquor
Oak Park Bar, LLC	13621 W. 11 Mile	$250.00	Class C Liquor
River Rouge Brewing Company, LLC	14401 W. 11 Mile	$250.00	Microbrewery
Szasza Inc.	24770 Coolidge Highway	$250.00	Class C Liquor

DAY CARE FACILITY REGISTRATION - APRIL 3, 2023

(Subject to All Departmental Approvals)

NAME	ADDRESS	FEES	Owner
Gold Residence	15110 Dartmouth	$ 25.00	Devorah and Eric Gold
Gayle's Child Care	26030 Marlowe Pl	$ 30.00	Gayle Novetsky

TO: The Oak Park City Council

FROM: Erik Tungate, City Manager

DATE: March 27, 2023

RE: Approval of 2023-2024 Liquor License Renewals

PURPOSE(S) OF ACTION:

To consider the approval of the renewal of the 2023-2024 Liquor Licenses for the establishments identified below.

In accordance with Section 6-61 (b) of the Code, I have initiated the annual investigation and review of the on premises licensed establishments identified below and based on the certifications provided by the appropriate representatives of the departments of Finance, Public Safety, Technical and Planning and the City Clerk, subject to any conditions specified by those administrative offices/officials and pursuant to the recommendation of the Director of the Department of Community and Economic Development as well as having completed my analysis and assessment of the documentation and information submitted by the applicants it is requested that the City Council consider approving the renewal of the Liquor Licenses previously issued to:

Berkley Coffee, LLC, 14661 W. 11 Mile, Suite 500 (Tavern License)

Crazy Crab GAO Corporation, 13351 W. 10 Mile (Class C Liquor License)

Dog and Pony Show Brewing, LLC, 14661 W. 11 Mile (Microbrewery License)

Eddie's Gourmet Food, Inc., 25920 Greenfield (Class C Liquor License)

Oak Park Bar, LLC, 13621 W. 11 Mile (Class C Liquor License)

Oak Park Social, LLC, 14691 W. 11 Mile (Class C Liquor License)

River Rouge Brewing Company, LLC, 14401 W. 11 Mile (Microbrewery License)

Szasza Inc., 24770 Coolidge Highway, Oak Park, MI 48237 (Class C Liquor License)

Comments/Conditions/Explanations:

City staff and in particular, representatives of the Department of Public Safety have reviewed the requests for renewal of the Liquor Licenses and have determined that no conditions exist that would warrant denial of a renewal or require additional time to investigate the businesses.

It is the recommendation of the Administration that after analyzing the review factors specified in Section 6-58 (c) of the Code that (unless evidence is presented that would serve as a basis for denial of the issuance of the license renewals) the City Council approve the issuance of 2023-2024 Liquor Licenses with expiration dates of April 30, 2024 to the establishments outlined previously.

Erik Tungate

City Manager

Date: March 27, 2023

8A

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023

SUBJECT: Public Hearing for Special Assessment Districts #704, #705, #706 and #707 and resolutions confirming the rolls, setting due dates and penalties.

DEPARTMENT: Finance/Treasury

SUMMARY: At the council meeting of March 20, 2023, City Council adopted Special Assessment Resolution No. 8, establishing April 3, 2023 as the date for the public hearing on the rolls of Special Assessment Districts #704 - Delinquent Utilities; #705 - False Alarms, #706 Property Blight and #707 Sidewalk Replacement.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: To adopt Special Assessment Resolution No. 9 to confirm the rolls, and Special Assessment Resolution No. 10, setting the due date of May 17, 2023, together with penalty of ten percent (10%) for Special Assessment Districts #704 - Delinquent Utilities; #705 - False Alarms, #706 Property Blight and #707 – Sidewalk Replacement.

APPROVALS:

City Manager: _____ET_____

Director: _____SL_____

Finance Director: _____SC_____

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 9

Meeting of the City Council April 3, 2023: The Mayor announced that this was the time set to review the Special Assessment Rolls as prepared and revised by the City Assessor for expenses incurred on private premises for Districts #704 - Delinquent Utilities; #705 - False Alarms, #706 Property Blight and #707 – Sidewalk Replacement.

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

Objections were received at the public hearing as follows:

The following exceptions were made to Special Assessment Rolls:

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

BE IT RESOLVED that Special Assessment Rolls #704, #705, #706 and #707, as prepared and revised by the City Assessor, are hereby confirmed.

ROLL CALL VOTE: Yes:
No:
Absent:

MOTION DECLARED ADOPTED

STATE OF MICHIGAN)
) §
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular Meeting of the Council of said City held on April 3, 2023, insofar as said proceedings relate to the Special Assessment Districts as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 3rd day of April, 2023.

_____
T. Edwin Norris, City Clerk

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 10

At a Regular Meeting of the City Council of the City of Oak Park, held the 3rd day of April, 2023, at 7:00 P.M., at the City Hall, 14000 Oak Park Boulevard, in said City.

PRESENT:

ABSENT:

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

WHEREAS, by resolution adopted April 3, 2023, Special Assessment Rolls #704, #705, #706 and #707 were confirmed by City Council.

NOW, THEREFORE, BE IT RESOLVED THAT: Said Special Assessment Rolls shall be due in one (1) installment payable on May 17, 2023, in full, together with penalty of ten percent (10%).

BE IT FURTHER RESOLVED THAT: An unpaid installment of said Special Assessment Roll shall bear penalty at an annual rate of five percent (5%) after due date May 17, 2023.

ROLL CALL VOTE: Yes:
No:
Absent:

MOTION DECLARED ADOPTED

STATE OF MICHIGAN)
)§
COUNTY OF OAKLAND)

I, the undersigned duly qualified Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing is a true and complete copy of proceedings taken at a Regular meeting of the Council of said City held on April 3, 2023, insofar as said proceedings relate to the Special Assessment Districts as described in the foregoing, the original of which proceedings is on file in my office.

IN WITNESS WHEREOF I have hereunto set my official signature the 3rd day of April, 2023.

_____
T. Edwin Norris, City Clerk

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA #**

SUBJECT: Public Hearing for re-programming allocation of Program Year 2022 CDBG Funds.

DEPARTMENT: Technical and Planning Services

SUMMARY: The City of Oak Park has received $124,409 in Community Development Block Grant Funds (CDBG) for the 2022 Program Year. The funds must be allocated to specific projects and the dollar amount identified for each project. One of the conditions of the acceptance of these funds is that the community holds a Public Hearing to solicit public comment as to how the funds should be allocated. The original Public Hearing was held on December 20, 2021.

FINANCIAL STATEMENT: No funds required at this time.

RECOMMENDED ACTION: It is recommended that City Council conduct a public hearing to receive comment on the allocation of the 2022 Community Development Block Grant Funds. It is also recommended that City Council pass a resolution approving the recommended re-programming allocation of funds and authorize the Mayor to sign the application and Sub-recipient Agreement on behalf of the City. The proposed re-programming allocation is:

Code Enforcement	$84,409
Public Services (Yard Services)	$40,000
Total	$124,409

APPROVALS:

City Manager: _____

Director: KM

Finance Director: _____

Budgeted: ☐

EXHIBITS: CDBG Resolution

RESOLUTION (CM-XXXXX) APPROVING THE RE-PROGRAMMING ALLOCATION OF PROGRAM YEAR 2022
COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and Development (CPD) programs; and
WHEREAS, Oakland County has requested CDBG eligible projects from participating communities for inclusion in the Action Plan; and
WHEREAS, the City of Oak Park is a participating local unit of government in the Oakland County Community Development Block Grant Program; and
WHEREAS, the City Of Oak Park has duly advertised and conducted a public hearing on April 3, 2023 for the purposes of receiving comments regarding the proposed re-programming use of Program Year 2022 Community Development Block Grant funds in the approximate amount of $124,409; and
WHEREAS, the public hearing conformed to the guidelines of the Oakland County Community Development Division; and
WHEREAS, The City of Oak Park found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high priority need:

Account Number	Project Name	Amount
172170-730310	Code Enforcement	$84,409.00
172160-732170	Public Service/Yard Services	$40,000.00

NOW THEREFORE, BE IT RESOLVED, that the City of Oak Park CDBG application is hereby authorized to be submitted to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Mayor is hereby authorized to execute all documents, agreements, or contracts which result from this application to Oakland County.

Yes:
No:
Absent:

RESOLUTION DECLARED ADOPTED

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on April 3, 2023 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
T. Edwin Norris, City Clerk

10A

CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

Today's Date: 3-27-23

Applicant Information

Applicant/Business Name: Arts and Cultural Diversity Commission

Applicant/Business Address: 14000 Oak Park Blvd.

Phone number: E-Mail Address: cvanvleck@oakparkmi.gov

Relation of applicant to business: Staff Liaison

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

Owner Information

Owner or manager of site: Laurie Stasiak Phone:

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: April 29, 2023 Has this event been held previously? Yes ☐ No ☐

Address or location of event: Community Center, 14300 Oak Park Blvd., Oak Park MI

Is this a City owned park? No

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

Nature, purpose, and detailed description of event: World Dance Day is an annual event hosted by the City's Arts and Cultural Diversity Commission to celebrate the world of dance. We host an event that showcases a diverse group of performing artists from many different cultures and dance styles.

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

If yes, please describe how so: The event is open to the public and advertised via City communication channels as such

Estimated number of people attending event? 200 Hours of Event: 4-6 pm

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

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

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

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

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

Food Services

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

_____

_____

_____

Will the food be prepackaged or prepared on site: _____

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

Mechanical Amusement

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

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

_____

Will the event have video games, etc.? If so, please provide the names and address of company providing the Games: _____

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

Technical/Support

Will the event require use of electrical supply source? ☐ Yes ☐ No, if yes, please describe:
There will be a DJ who will need to plug equipment in

Will sanitary facilities be required at event? ☐ Yes ☐ No

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

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

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

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

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

Fee waiver requested.

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Arts and Cultural Diversity Commission
World Dance Day Event – Community Center
DATE: April 29, 2023 Hours – 4:00 p.m. – 6:00 p.m.

DEPARTMENT	SERVICES	ESTIMATED HOURS	ESTIMATED COST
MUNICIPAL SERVICES *Rob Barrett* **Dan Fairless*	The use of extension cords shall not create a trip hazard.	N/A	N/A
PUBLIC SAFETY *Steve Cooper*	Periodic checks as part on normal patrol	20 Mins	NA
RECREATION *Laurie Stasiak*	Community Center: 2pm – 7 pm 2 Staff: 1pm – 9 pm	5 hours 8 hours	$630 $240
DPW *Dave DeCoster*	No issues with event.	N/A	N/A
ADDITIONAL *Administration*	N/A	N/A	Waiver requested

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA #**

SUBJECT: Proposal for professional services to provide construction materials testing as part of the 2023 Water Main and Road Replacement Project, M-750, as well as and geotechnical sampling and testing for upcoming projects.

DEPARTMENT: Municipal Services – Engineering *KMG*

SUMMARY: We sent a request for proposal to seven (7) local engineering consultants that provide both geotechnical reports and construction materials testing. Three (3) proposals were returned to us by the March 17, 2023 deadline. This proposal will cover sampling and testing the construction materials on the 2023 Water Main and Road Replacement Project, M-750. They will also provide geotechnical sampling, testing, and reports for Capital Ave (Coolidge to Rosewood), Northfield Ave (Condon to Rosewood), and Oak Park Boulevard (Greenfield to Church). The lowest proposal we received that had the full scope of work was from Testing Engineers & Consultants (TEC) for the not-to-exceed value of $60,380.00.

FINANCIAL STATEMENT: This project is budgeted in Account Nos. 592-18-538-970, 203-18-479-970, and 202-18-479-970.

RECOMMENDED ACTION: It is recommended City Council approve the attached proposal from TEC to provide the construction testing and geotechnical engineering consulting to Testing Engineers & Consultants of Troy, MI for the not-to-exceed amount of $60,380.00. Funding is provided in Account Nos. 592-18-538-970, 203-18-479-970, and 202-18-479-970.

APPROVALS:
City Manager: _____ET_____

Department Director:___KMG_____

Finance Director: _____SC_____

City Attorney:____N/A_____

Budgeted:

EXHIBITS: TEC Proposal

Testing Engineers & Consultants, Inc.
1343 Rochester Road • PO Box 249 • Troy, Michigan 48099-0249
(248) 588-6200 or (313) T-E-S-T-I-N-G
Fax (248) 588-6232

TEC Proposal: 010-23-072
Date Issued: March 17, 2023

Mr. Danfred Samuel
Engineering Technician I
City of Oak Park
14300 Oak Park Boulevard
Oak Park, Michigan 48237

Re: Material Testing Services
For 2023 Construction Projects
Oak Park, Michigan

Dear Mr. Samuel:

Testing Engineers & Consultants (TEC) is pleased to provide a proposal for the material testing services that will be needed for the 2023 Construction projects include but are not limited to the 2023 Water Main & Road Reconstruction Project, M-750; 2023 Catch Basin Line Replacement Project, M-752; Capital Avenue and Northfield Reconstruction Project; Oak Park Boulevard Water Main Project.

Our scope of services will include Water main, storm pipe, and structures as well as the reconstruction of the roadway. TEC provided material testing services for the 2022 Water Main/Road Reconstruction Projects, 737 and the 2021 Water Main Replacement Project, M-718 & 2021 Construction Projects as well as the 2014 Water Main Replacement M-575 – Woodside Park and Court in Oak Park as well as the Oak Park New City Hall & Public Safety Building parking lot, storm sewer and water main therefore, we are familiar with the expectations and critical scheduling that accompany each City project. TEC has the accredited laboratory, MDOT service pre-qualifications, certified personnel and close proximity to the project site to effectively perform all on site monitoring and QA testing work for this project.

Thank you for your consideration. We sincerely look forward to the opportunity to work with the City of Oak Park.

Respectfully submitted,

TESTING ENGINEERS & CONSULTANTS, INC.

Ruben E. Ramos, PE
Vice President
Engineering and Construction Services

RER/jb

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All services undertaken are subject to the following policy. Reports are submitted for exclusive use of the clients to whom they are addressed. Their significance is subject to the adequacy and representative character of the samples and the comprehensiveness of the tests, examinations and surveys made. No quotation from reports or use of TEC's name is permitted except as expressly authorized by TEC in writing.

SCHEDULE OF FEES
MATERIAL TESTING SERVICES
FOR
CITY OF OAK PARK
2023 CONSTRUCTION PROJECTS
OAK PARK, MICHIGAN

1.0 PERSONNEL

1.1	Administrative Support	Hour	$ 45.00
1.2	Field Engineering Technician	Hour	$ 60.00
1.3	Staff Engineer	Hour	$110.00
1.4	Project Engineer / Manager	Hour	$120.00
1.5	Principal Professional Engineer	Hour	$130.00

2.0 LABORATORY SERVICES

2.1	Soil/Aggregate		
	a. Moisture Density Relationship, (Proctor)	Each	$170.00
	b. Sieve Analysis	Each	$ 85.00
2.2	Concrete		
	a. Compressive Strength, Cylinders	Each	$ 17.00

3.0 REIMBURSEABLES

3.1			
	a. Mileage	Mile	$ 0.70

Total Not-To-Exceed (See Attached Breakdown)……..$60,380.00

Testing Engineers & Consultants, Inc.

SCHEDULE OF FEES
MATERIAL TESTING SERVICES
FOR
CITY OF OAK PARK
2023 CONSTRUCTION PROJECTS
OAK PARK, MICHIGAN

Description	Quantity	Units	Unit Cost	Sub-Total
Material Testing Services for 2023 Construction Projects (NTE Based on a 26/20 Hrs per Week Construction Schedule)				
Field Engineering Technician	520	Hours	$60.00	$31,200.00
Concrete Cylinders	280	Each	$17.00	$4,760.00
Sieve Analysis	4	Each	$85.00	$340.00
Moisture Density Relationship (Proctor)	8	Each	$170.00	$1,360.00
Administrative Support	20	Hours	$45.00	$900.00
Mileage	5000	Mile	$0.70	$3,500.00
Project Engineer / Manager	40	Hours	$120.00	$4,800.00
			Materials TestingTotal NTE	**$46,860.00**
Soil Boring Services for 2023 Construction Projects (NTE Based on 22 Six Foot Borings)				
Drill 6 Foot Deep Soil Borings	22	Each	$300.00	$6,600.00
Laboratory Testing	22	Each	$200.00	$4,400.00
Staff Engineer	12	Each	$110.00	$1,320.00
Project Engineer / Manager	10	Hours	$120.00	$1,200.00
			Soil BoringTotal NTE	**$13,520.00**
			Total NTE	**$60,380.00**

LIST OF MUNICIPAL PROJECTS

TEC fully understands the nature of a municipal contract with respect to responsiveness, efficiency and outcome. TEC has a long list of As-Needed Contracts that we have had or are currently servicing in addition to the City of Oak Park. We pride ourselves in our ability to respond to the needs of our Clients.

City of Troy
Testing & Inspection Consultant
1979 - Present

As the City's Testing Firm since 1979, TEC has provided storm water consulting, soil borings and geotechnical engineering, construction materials testing and inspection for roadways, as well as testing for municipal buildings such as the new Troy Community Center and new Fire Stations. Work has included testing for road and bridge reconstruction, pavement evaluation, concrete and HMA plant inspection, pre-cast inspection, subdivision work including water main and utility backfill and street paving as well as the Troy airport. TEC has also provided air quality and environmental assessment services.

City of Rochester Hills
Geotechnical and Testing Consultant Contract
2010 - Present

TEC is providing geotechnical and testing and inspection services on a blanket basis to the City of Rochester Hills. The scope of work includes geotechnical engineering and investigations, construction materials testing and inspection, structural steel inspection and testing, and construction inspection. Projects include *boardwalks and pedestrian trails, roadway rehabilitation, and reconstruction, utility and other infrastructure improvements (i.e., water main and booster station, sanitary sewer and storm sewer improvements)* City-owned buildings, and owner-provided testing for private developments.

Genesee County Facilities
Testing Consultant Contract
2018 – Present

TEC is providing testing and inspection services on a blanket basis to the Genesee County Purchasing Department. The scope of work includes construction materials testing and inspection on building projects including the Genesee County Juvenile Justice Center and the Genesee County Animal Control Shelter Site and Building Improvements.

LIST OF MUNICIPAL PROJECTS

City of Sterling Heights
Testing & Inspection Consultant
1985 - Present

TEC has provided testing and inspection services to the City for 30 years. The scope of work has included construction materials testing and evaluation, geotechnical engineering and investigations, pavement consulting, precast concrete inspection, structural steel, masonry testing and inspection, water sampling, sediment sampling. Projects have included *utility improvements, bridges, roads, locally and state funded infrastructure improvements*, City-owned buildings and owner-provided testing for private developments.

City of Farmington Hills
Testing/Inspection and Geotechnical 1978-2008, 2013 - Present

TEC maintains a blanket contract with the City of Farmington Hills to provide geotechnical engineering and materials testing services on behalf of the City. Historically, TEC provided the inspection and testing of the granular materials, aggregate base, concrete and bituminous paving along with engineering oversight and corresponding laboratory testing for *roadways, sewers and water mains* in the City as well as pavement design and QA testing. (1978-2008). TEC also provided the materials testing for the *expansion of the Farmington Hills Municipal Center.*

City of Warren
Geotechnical and Testing Consultant Contract
2014 - Present

TEC is providing geotechnical and materials testing and inspection services on a blanket basis to the City of Warren. The scope of work includes geotechnical engineering and investigations, construction materials testing and inspection, and environmental consulting on City projects. Projects have included *boardwalks and pedestrian trails, roadway rehabilitation, and reconstruction, water main, sanitary sewer and storm sewer expansion / improvements,* City-owned buildings and other infrastructure improvements.

MUNICIPAL CLIENT REFERENCES

Mr. Paul Davis, PE
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309
davisp@rochesterhills.org
248-841-2486

Mr. Brent Bashaw, PE
City of Sterling Heights
40555 Utica Road
PO Box 8009
Sterling Heights, Michigan 48311-8009
bbashaw@sterling-heights.net
586-446-2360

Mr. Joe Lietaert and Mr. Steve Vandette, PE
City of Troy, Engineering
500 West Big Beaver Road
Troy, MI 48084
jlietaert@ci.troy.mi.us / vandettesj@ci.troy.mi.us
248-524-3383 / 248-524-3387

Ms. Tina Gapshes, PE
City of Warren
One City Square
Warren, Michigan 48093
tgapshes@cityofwarren.org
(586) 759-3000

Mr. Gary Mekjian and Mr. Jim Cubera, PE
City of Farmington Hills
31555 Eleven Mile Road
Farmington Hills, Michigan 48336
gmekjian@fhgov.com / jcubera@fhgov.com
(248) 473-9590 / (248) 871-2560

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA #**

SUBJECT: Tax Foreclosure 2022 update

DEPARTMENT: Economic Development & Planning

SUMMARY: The City has exercised its right of first refusal to purchase properties foreclosed by Oakland County for many years. This process has contributed to increased property values and bringing more homeowner occupants into the City.

Last year marked the first year tax foreclosures have taken place since COVID and also marked the year we began to follow a new process due to a change in State law. The new law requires the City to purchase the foreclosures for market value (calculated as double the state equalized value) if a former owner or lien holder files a written claim against the property. If a claim is not filed against the property, the City may purchase the property for the amount of taxes owed. Due to that change, we now pay significantly more for these properties, with any excess funds following payment of the tax amount going back to the property owner.

In 2022, 3 properties were foreclosed on by Oakland County. With the new laws in place the City decided to only purchase two of the three properties due to the fact the other would have been too expensive to purchase and rehab based on the market price. The third property we asked the selected developer to bid on it at auction and he also purchased that home as well.

FPJ Investments, LLC owner Jim Budziak is here to give an update on the properties purchased. He has been a strong supporter of the community since this program began.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: None

APPROVALS:
City Manager: _____ET_____

Director:_____KM_____

Finance Director: _____SC_____

Budgeted ☐

March 21, 2023

Erik Tungate City Manager
City of Oak Park
14000 Oak Park Blvd.
Oak Park, MI 48237

Re: City of Oak Park/Engagement of Services/Kaplan Law Firm

Dear Mr. Tungate:

We are grateful for the opportunity to serve as the appointed Prosecutor for the City of Oak Park. Consistent with our normal practice, this letter and the attached Standard Terms of Engagement (which are incorporated by reference) set forth the terms of our undertaking. We ask that you review this letter and attachment and let us know if you have any questions.

Client. Our client in this matter will be the City of Oak Park.

Scope of Engagement. City Council hereby appoints the Kaplan Law Firm as the City Prosecutor to render such legal services as are required by the City of Oak Park as set forth in our bid, which was accepted by the City of Oak Park on February 27, 2023.

Compensation. Monthly Retainer Fee for City Prosecutorial Services: $6,500.00 per month.

Expenses. The City will pay for reasonable expenses and court costs resulting from the City Prosecutorial Services, including process service fees and experts for trial.

Term. The term of this appointment shall be for a period of five years with an agreement to review the contract after the second year.

Successor. The City acknowledges that this appointment and terms thereto shall be applicable to the successor firm Dizik Faber & Kaplan, PLLC.

Standard Terms and Conditions. Attached to this letter is a copy of a document that contains the Standard Terms and Conditions that apply to engagements undertaken by the Firm. We encourage you to read this document carefully as it is an integral part of our agreement with you regarding this engagement and contains important provisions governing our relationship.

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

Very truly yours,

THE KAPLAN LAW FIRM

JOSHUA KAPLAN

THE KAPLAN LAW FIRM
TERMS OF ENGAGEMENT

This statement sets forth certain standard terms of our engagement as your lawyers as set forth above. You should review this statement carefully and contact us promptly if you have any questions. Unless modified in writing by mutual agreement, these terms and those in the engagement letter will control our relationship. We suggest that you retain this statement and our engagement letter in your file. Our engagement is also subject to and governed by the applicable rules of professional conduct.

How We Approach Our Work for You

We will perform our legal services for you in accordance with our professional judgment. Any expressions by us concerning the outcome of your legal matters are expressions of that judgment but are not guarantees. Such opinions are necessarily limited by the facts that you and others disclose to us and the state of the law at the time our opinions are expressed. The person or entity we represent is the person or entity identified in our engagement letter, and the word "you" in this statement means that person or entity only. Unless we agree with you in writing, our engagement does not include representation of any affiliates of such person or entity.

Attorney-Client Privilege

Sometimes in the course of our representation of clients, we confront ethical or other legal issues that require that we seek the advice of an attorney, either one or our own attorneys or an attorney from another Firm. As part of our agreement regarding your representation by the Firm, you agree that such discussions, whether they occur during or after our engagement, are protected by the attorney-client privilege.

Termination of Engagement

Our engagement as your attorneys terminates upon our completion of the services you have retained us to perform, whether or not our final invoice has been rendered or paid. If you later retain us to perform further or additional services, our attorney-client relationship will begin again with the signing of a new engagement letter.

You may terminate our engagement with or without cause at any time by notifying us of your decision to do so. Termination of our services will not affect your responsibility to pay for services rendered and expenses and other charges incurred up to the date when we receive notice of termination, and for any further work required of us in order to facilitate an orderly turnover of matters in process at the time of termination.

We may terminate our engagement for any of the reasons permitted under the rules of professional conduct.

Subsequent Engagements

If, during this engagement or thereafter, you retain us for an additional engagement, it will be presumed, absent a written agreement between us to the contrary, that the terms and conditions contained in this document will apply to such subsequent engagements.

Alternative Dispute Resolution

Should any dispute arise concerning the services provided to you by us or the charges we make for those services and related expenses, the parties shall first try in good faith to settle the dispute directly. If the dispute is not resolved, it shall be submitted to third party neutral facilitation in accordance with the mediation rules of the American Arbitration Association. If the dispute is not resolved through mediation, the dispute shall be settled by binding arbitration in accordance with the laws of the State of Michigan. The arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association except as modified here. Judgment upon the award rendered by the arbitrators may be entered in any court of record having jurisdiction thereof. The mediation and arbitration proceedings, including any hearings, shall be held in the Detroit or Metropolitan area. The parties agree that neither of us is entitled to or shall request or claim punitive or exemplary damages and that the arbitrators shall not have the authority to award punitive or exemplary damages or any other damages in excess of actual pecuniary damages.

Client Documents

We will maintain any documents you furnish to us in our client file (or files) for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us as to which, if any, of the documents in our files you wish us to turn over to you. These documents will be delivered to you within a reasonable amount of time after receipt of payment for outstanding fees and costs. We will retain any remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program schedule then in effect.

We are not advising you with respect to this statement of the terms of our engagement. If you wish advice, you should consult independent counsel of your choice.

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA #**

SUBJECT: Proposed one-year lease extension for Hatzalah of Michigan

DEPARTMENT: Public Works / Facilities - *DED*

SUMMARY: The City of Oak Park is currently leasing space (13650 Oak Park Blvd, Suite A) to the non-profit group Hatzalah of Michigan (Hatzalah). The current one-year lease expires on April 30, 2023. Hatzalah has expressed interest in extending the lease for an additional year. This would extend the lease for a period of May 1, 2023 through April 30, 2024. This year's lease extension includes a modest increase in rent as well as the lease of additional space. Hatzalah has been a great tenant and has occupied this space for the past six years.

RECOMMENDED ACTION: It is recommended that a one-year lease extension for 13650 Oak Park Blvd, Suite A to Hatzalah be approved, upon review by the City Attorney's office.

APPROVALS: City

Manager: ET _____

Department Director: *DED*

Finance Director: SC

Legal: _____

Budgeted: ☐

EXHIBITS: Resolution and Lease Agreement

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

A RESOLUTION OF THE OAK PARK CITY COUNCIL TO APPROVE THE RENEWAL OF A LEASE OF CITY PROPERTY LOCATED AT 13650 OAK PARK BLVD., STE A, TO HATZALAH OF MICHIGAN

At a meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at the city hall located at 14000 Oak Park Boulevard on the 3rd day of April, 2023 at 7:00 P.M., with those present and absent being,

PRESENT:

ABSENT:

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

WHEREAS, Section 2.3 of the Oak Park City Charter vests with the city the power to provide for the leasing of city property subject to any restrictions placed thereon by statute and the Charter; and

WHEREAS, any lease of city owned property is subject to an affirmative vote of four or more members of the council, with fair consideration as determined by the council; and

WHEREAS, Hatzalah of Michigan, a Michigan non-profit Corporation, has submitted a request to renew its current lease of city owned property at 13650 Oak Park Blvd., Ste A, for the sum of $14,862.00 per year, payable in equal monthly installments of $1,238.75 ($15 per square foot annually for 991 square feet), inclusive of all utility services for the premises, including water, sewer, gas, and electricity, with the proposed lease terms attached hereto as an addendum;

WHEREAS, Hatzalah of Michigan has requested an additional 921 square feet of storage / training space and if agreed upon by the parties, an additional sum of $1,151.25 per month will be added to the monthly rental amount.

WHEREAS, the proposed renewal of the lease term is for twelve (12) months, commencing on May 1, 2023 and expiring on April 30, 2024, with the option to request renewal of the lease annually subject to the approval of city council;

NOW THEREFORE BE IT RESOLVED:

1. The City Council hereby authorizes the lease of city property known as 13650 Oak Park Blvd., Ste A, Oak Park, MI for the sum of $14,862.00 per year, payable in equal monthly installments of $1,238.75 ($15 per square foot annually for 991 square feet), inclusive of all utility services for the premises, including water, sewer, gas, and electricity. 921 square feet of storage / training space may be included in the lease as consideration for an additional payment of $1,151.25 per month for the duration of the lease term, bringing the total monthly rental to $2,390.00. The approved lease terms are attached hereto as an addendum.

2. The City Council has determined that the proposed rental rate for the premises of $14,862.00 per year ($28,680.00 including storage / training space) payable in monthly installments of

$1,238.75 ($2,390.00 including storage / training space) per month, represents fair consideration for Hatzalah's possession of the premises for a period of twelve (12) months;

3. That based upon the foregoing findings and determinations, the proposed lease renewal terms attached hereto as an Addendum appear to be in the best interest of the City, and the City Council approves the execution of the attached lease renewal by the City Manager on behalf of the City of Oak Park, copies of which are attached to this resolution.

4. That any renewal of the lease beyond the twelve-month period shall be subject to the approval of the City Council as required by Section 13 of the Charter.

5. All resolutions inconsistent with this Resolution be and hereby are rescinded to the extent of such inconsistency.

Roll Call Vote: Yes:

No:

Absent:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on Monday, April 3, 2023 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____

T. Edwin Norris, City Clerk

COMMERCIAL PROPERTY LEASE

This lease (the Lease) is entered into on _____, between **The City of Oak Park**, a Michigan municipal corporation**,** with offices at 14000 Oak Park Blvd., Oak Park, MI 48237 (Lessor), and **Hatzalah of Michigan,** a Michigan Nonprofit Corporation, of 18877 W Ten Mile Rd., Ste 102, Southfield, MI 48075 (Lessee), on the following terms and conditions.

1. **Premises.** Lessor leases to Lessee the building at 13650 Oak Park Blvd., Suite A, Oak Park, Michigan (the Building). In addition to the Building, Lessee shall have the right to use common areas and parking spaces in the adjacent parking lot. Together the Building, common areas and the use of the adjacent parking spaces are referred to as the Premises.

    a. **License to use common areas (i.e. hallways, restrooms, parking, etc.).** The Lessor grants a license for the lease term to the Lessee, its employees, and its customers to use the parking spaces adjacent to the Building, to the extent that spaces are available. This is a license, not a leasehold. No spaces will be reserved.

    b. **Outer Walls.** The exterior walls and roof of the Building and the area beneath said building are not demised hereunder, and the Landlord reserves the use of same together with the right to install, maintain, use, repair and replace pipes, ducts, conduits, wires and structural elements leading through the Building and serving other parts of the Building, at such times and in such locations which will not materially interfere with Lessee's use of the Leased Premises.

2. **Term.** The term of this Lease shall be one (1) year commencing on May 1, 2023 (the Commencement Date), and expiring on April 30, 2024.

3. **Rent.**

    a. **Base rent.** Lessee shall pay Lessor as base rent for the Premises $28,680.00 per year, payable in equal monthly installments of $2,390.00 per month commencing on the Commencement Date ($15 per square foot annually for 1,912 square feet). Base rent shall include all of the utility services for the Premises, including water and sewer, gas, and electricity ("Included Utilities").

    b. **Additional rent.** Lessee agrees that all other services contracted for by Lessee, including, but not limited to, telephone, cable, or internet services ("Other Utilities"), shall be paid for by Lessee immediately on presentation of the invoice so that no past due accounts arise. If Lessee fails to pay the amount on or before the due date, any utility that may be levied or assessed against the leased premises, as well as the cost of any contest, review, or negotiation of an assessment by Lessor shall be immediately due and payable as additional rent.

4. **Security deposit.** Lessee shall pay a security deposit of $2,390.00. The security deposit shall secure the performance of Lessee's obligations under this Lease. Lessor may, but shall not be obligated to, apply all or a portion of the deposit to the payment of Lessee's obligations under this Lease. Any balance remaining on termination shall be returned to Lessee. Lessee shall not have the right to apply the security deposit in payment of the last month's rent. Lessor may commingle the security deposit with any other funds of Lessor and shall not pay any interest on the deposit held. The fact that the Landlord continues to hold the Security Deposit does not affect

the Landlord's right to possession of the Building for non-payment of rent or for any other reason.

5. **Signs.** Lessor reserves the exclusive right to the exterior of the Building, and Lessee shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the Building without the prior written consent of Lessor, which will not be unreasonably withheld, conditioned or delayed. Any signs placed in the windows of the Premises shall be in keeping with the character and decor of the Building as a whole.

6. **Acceptance of occupancy.** Lessee shall commence occupancy of the Premises on the Commencement Date and begin payment of rent as called for by this Lease. Lessee has inspected the Premises and common areas, finds them in good order and repair, acceptable for Lessee's intended use of the Premises, and accepts the Premises and common areas as is.

7. **Renewal of Lease.** Lessee shall have an option to request the opportunity to renew this lease on an annual basis by giving written notice of renewal to Lessor 90 days before this Lease expires ("Lessee Option"). The renewal shall be on the same terms and conditions as stated in this Lease except that the base rent during a renewal term shall be determined by mutual agreement of the parties, and shall be subject to final approval of the city council. If the parties cannot agree on the base rent by a date 30 days before the existing term of the Lease expires, this option shall terminate and the Lease shall expire at the end of the existing term. Any renewal of this lease is subject to Section 13.3 of the City Charter, requiring the affirmative vote of four or more members of the city council.

8. **Holding Over.** If the Lessee remains in possession of the Building after the Term ends, then the tenancy will be from month to month in the absence of a written agreement to the contrary, at a monthly rental rate of 125% of the monthly payment amount established in section. Either party may cancel such a tenancy on 30 days written notice to the other party. The Landlord retains the absolute right to withhold its consent to any proposed holdover.

9. **Vacation of Premises.** Lessee shall not vacate or abandon the Premises at any time during the term of this Lease, and if Lessee abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Lessee left on the Premises shall be deemed abandoned, at the option of Lessor. Lessor may also take possession of any personal property left by Lessee on the Premises and charge Lessee a monthly fee for the storage of that personal property. Any fee charged by Lessor for this purpose shall be deemed to be additional rent under this Lease and payable immediately.

10. **Keys.** When the lease term ends, the Lessee must surrender all keys to the Building to Lessor.

11**. Use.** The Premises are to be used and occupied by Lessee for the operation of office space for administration and operation of Hatzalah of Michigan and for no other purpose without the prior written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. No activity shall be conducted on the Premises that does not comply with local laws, ordinances, and regulations. Residential uses are prohibited.

a. **No illegal acts.** The Lessee may not use the Premises for any purpose that violates any law, municipal ordinance or regulation. The Lessee, at its own expense, under penalty of forfeiture and damages, must promptly comply with all law, orders, regulations, or ordinances of all municipal, county, state, and federal authorities affecting the Premises

and must obtain all necessary governmental licenses and certificates for zoning for use and occupancy of the Premises. If the Lessee breaches this paragraph, the Lessee may at its sole option terminate this lease immediately and re-enter and re-possess the Premises.

b. **Insurance.** The lessee may not do any act which is prohibited or which conflicts with any insurance policy maintained for the Building, or which will increase the existing rate for such insurance, or which will cause any such policy to be cancelled or otherwise adversely affected. The Lessor represents that, to the best of its knowledge, its insurance policy contains no clause that would be adversely affected by the normal operation of a business similar to Lessee's.
c. **Locks.** The Lessee may not change locks without the Lessor's authorization.

12. **Expenses.** Lessor shall pay all costs and expenses incurred in operating and managing the Building except the maintenance and repair of the interior space leased to Lessee and the Other Utilities. Lessor further agrees that any additional alterations or additions to the dimensions of the building in which the leased premises are contained shall be at the sole expense of Lessor, and shall be completed prior to the Commencement Date.

13. **Repairs and maintenance.** Lessor shall be responsible for the exterior of the Building in which the Premises are situated, including walls, roof, subsurface walls, plumbing systems, electrical systems, common areas and floor and including painting, structural maintenance, repair, and replacement, and for the repair and replacement of the furnace, HVAC system and hot water heater. However, any such maintenance, repairs, or replacement for the Building or Premises that are caused by the negligence or intentional acts of Lessee shall be the responsibility of Lessee to maintain, repair, or replace. Lessor shall provide janitorial services to the Premises and common areas at Lessor's sole expense. With the exception of Lessor's obligations for maintenance, repairs, and replacement, Lessee shall be obligated to repair and maintain the Premises at Lessee's expense. The Premises shall be kept in good and safe condition, including the windows, the electrical fixtures, the plumbing fixtures, and any other system or equipment within the Premises. Lessor shall maintain in good condition the sidewalk and driveway adjacent to the Premises, shall regularly sweep those areas and pick up any trash or debris in the area, and during the winter months shall keep the sidewalk adjacent to the Premises clear of snow and ice.

14. **Surrender of Premises.** Lessee shall surrender the Premises to Lessor at the expiration of this Lease broom clean and in substantially the same condition as at the Commencement Date, excepting normal wear and tear.

15. **Entry and inspection.** Lessee shall permit Lessor or Lessor's agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises, shall permit Lessor at any time within 90 days before the expiration of the Lease to place on the Premises standard "for lease" signs, and permit persons desiring to lease the Premises to inspect the Premises during that period.

16. **Taxes and assessments.** Lessee shall pay all personal property taxes and assessments levied and made against the Premises. All taxes levied on the personal property owned or leased by Lessee shall be the sole responsibility of Lessee.

17. **Alterations.** Lessee may remodel and make improvements to the premises. However, any remodeling or improvements that will significantly alter the Premises or require an investment by Lessee in excess of $5,000 shall require the prior written approval of Lessor, which shall not be unreasonably withheld, conditioned or delayed. The work shall be done without injury to any structural portion of the Building and without disturbing other tenants in their use of the Building.

Any improvements constructed pursuant to this paragraph shall become the property of Lessor on the termination of this Lease.

18. **Assignment and subletting.** Lessee may not assign, sublet, or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with Lessee without the prior written consent of Lessor. Lessor shall have total discretion regarding its approval of proposed assignments or subleases.

19. **Trade fixtures.** All trade fixtures and moveable equipment installed by Lessee in connection with the business conducted by it on the Premises shall remain the property of Lessee and shall be removed by it at the expiration of this Lease. Lessee shall repair any damage caused by such removal and restore the Premises to their original condition.

20. **Insurance.** Lessor shall, at its expense, insure the Building against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. Lessee shall obtain and maintain in full force general liability and property damage insurance, with both Lessee and Lessor as named insured parties, covering any and all claims for injuries to persons occurring in, on, or about the Premises, in an amount and issued by a company approved by Lessor. The insurance shall also contain a waiver of subrogation clause exempting Lessor from any liability for any insured loss. Lessee shall deliver to Lessor customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Lessor of any termination or cancellation of the policy at least 30 days in advance of that event.

a. *Delivery of policy.* The Lessee must deliver to the Lessor a certificate of insurance and, on request, a full copy of all insurance policies required under this lease, and proof of renewal at least 30 days before any expiration date that falls during the Term.
b. *Lessee's failure to insure.* If the Tenant fails to maintain and pay for any insurance which is its obligation under this lease or fails to deliver copies of policies to the Landlord, the Landlord may, at its sole option, obtain and pay for such insurance and charge the cost to the Tenant as Additional Rent. The Tenant is not released from its obligation, regardless whether the Landlord exercise such option.
c. *Subrogation.* The Lessee and Lessor will each look to their own insurance for the recovery of insured claims. The Lessee and Lessor each waive and release all rights to recover insured claims from the other, by anyone claiming through them, including their respective insurers, by way of subrogation or otherwise. This release and waiver remains effective even if either party fails to obtain insurance as required by this lease. If either party fails to obtain insurance, it bears the full risk of its own loss.

21. **Lessee's liability.** All Lessee's personal property, including trade fixtures, on the Premises shall be kept at Lessee's sole risk. Lessor shall not be responsible or liable to Lessee for any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Lessee or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the negligence or recklessness of Lessor. The provisions of this section shall not be interpreted to prevent Lessee from recovering any losses under the coverage

provided by Lessor's fire and extended coverage insurance policy, if any losses of Lessee are covered by that policy.

22. **Destruction of Premises.** If the Premises are partially damaged or destroyed through no fault of Lessee, Lessor shall, at its own expense, promptly repair and restore the Premises. Rent shall abate in whole or in part during the period of restoration according to the amount of destruction if the destruction was not caused by Lessee. If the Premises are totally destroyed through no fault of Lessee or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate, and rent shall be adjusted between the parties to the date of the occurrence of the event. If the notice is not given within the required period, this Lease shall continue and Lessor shall repair the Premises.

23. **Mutual releases.** Lessor and Lessee, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Lessor and Lessee shall each cause appropriate clauses to be included in their respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.

24. **Condemnation.** If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Lessor or Lessee, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Lessor.

25. **Indemnity.** Lessee agrees to indemnify and defend Lessor against and hold Lessor harmless from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause regarding Lessee's use of the Premises, except for liability resulting from the intentional acts or negligence of Lessor or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or negligence of persons occupying adjoining property.

26. **Default and reentry.** If Lessee neglects or fails to perform its obligation to pay rent when due; if Lessee neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for 10 days after written notice by Lessor of the default; if Lessee makes any assignment for the benefit of creditors or a receiver is appointed for Lessee or its property; or if any proceedings are instituted by or against Lessee in bankruptcy (including reorganization) or under any insolvency laws, Lessor may reenter the Premises and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. In the alternative, Lessor may terminate the Lease and seek to relet the Premises on any terms that Lessor, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Lessor or reentry by Lessor without a termination, Lessee shall continue to be liable to Lessor for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

Notwithstanding any reletting without termination, Lessor may at any time elect to terminate this Lease for any default by Lessee remaining uncured for 30 days after written notice by Lessor to Lessee thereof, by giving written notice of the termination to Lessee.

In addition to Lessor's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Lessor deems any repairs necessary that Lessee is required to make or if Lessee is in default in the performance of any of its obligations under this Lease, Lessor may, on failure of Lessee to meet the obligation after written notice thereof and a 30 day opportunity to cure, make or cause repairs to be made and defaults to be cured, and Lessee agrees that it will immediately on demand pay Lessor's reasonable costs for curing as additional rent under this Lease.

27. **Subordination.** This Lease and Lessee's rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and Building of which the Premises are a part, and Lessee agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Lessor may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Lessee is requested to sign any subordination agreement on behalf of Lessor's mortgagee, Lessee agrees to sign a reasonable and customary subordination agreement that includes language providing that Lessee's interest and rights under this Lease will not be disturbed as long as Lessee is not in default under the Lease. Lessee agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by Lessor or any successor lessor unless the sum has actually been received by the mortgagee as security for Lessee's performance of this Lease. Nothing in this paragraph shall be deemed to indicate that Lessee is under any obligation regarding a security deposit or that Lessor holds any security deposit, and this section shall apply only if a security deposit is actually given to Lessor. If a mortgagee required that proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this Lease shall terminate, and neither party shall have any further obligation to the other.

28. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

29. **Lessee's possession and enjoyment.** Lessee, on the payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease.

30. **Holding over.** If Lessee does not vacate the Premises at the end of the term specified in this Lease or exercise the Lessee Option, such holding over shall constitute a month-to-month tenancy at 125 percent of the then existing rental rate.

31. **Entire agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter, and this Agreement may not be amended or modified except by a written instrument executed by the parties to this Lease.

32. **Waiver.** The failure of Lessor to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

33. **Fees and expenses.** Any fees, costs, or expenses incurred by a prevailing party enforcing the other party's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.

34. **Binding effect.** This Agreement shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

35. **Time of the essence.** Time shall be deemed to be of the essence in the performance of this Lease.

35. **Effective date.** This Lease shall be effective as of the date first stated above.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands as of the date and year first above written.

LESSEE

Hatzalah of Michigan,
A Michigan Nonprofit Corporation

By: /s/_____
Nachy Soloff, Board of Directors

LESSOR

The City of Oak Park
A Michigan Municipal Corporation

Approved as to form:

By: /s/_____
Ebony L. Duff, City Attorney

By: /s/_____
Marian McClellan, Mayor

By: /s/_____
Ed Norris, City Clerk

By: /s/_____
Erik Tungate, City Manager

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA #**

SUBJECT: Contract with Forgotten Harvest for reimbursement for the widening of the Hubbell Ave intersection with Eight Mile, part of M-741.

DEPARTMENT: Engineering - *KMG*

SUMMARY: Attached is the contract with Forgotten Harvest to reimburse the City for the work that will be completed at Eight Mile and Hubble Ave, part of M-741. The resurfacing project is on hold, but the previously agreed to widening work at Hubbell Ave is proceeding with the MDOT project. The total reimbursement amount for this agreement is $40,000.00.

RECOMMENDED ACTION: It is recommended that the contract be signed by the City Manager and approved by City Council.

APPROVALS: City

Manager: ET _____ Finance Director: _____

Department Director: KMG

Legal: _____

Budgeted: ☐

EXHIBITS: Forgotten Harvest Eight Mile-Hubbell Contract

BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: April 3, 2023 **AGENDA #**

SUBJECT: Contract with MDOT for the widening of the Hubbell Ave intersection with Eight Mile, part of M-741.

DEPARTMENT: Engineering - *KMG*

SUMMARY: Attached is the contract with MDOT for the work that will be completed at Eight Mile and Hubble Ave, part of M-741. The resurfacing project is on hold, but the previously agreed to widening work at Hubbell Ave is proceeding with the MDOT project. The total cost of this agreement is $40,000.00, and will be reimbursed with grant money awarded to Forgotten Harvest.

RECOMMENDED ACTION: It is recommended that the contract be signed by the City Manager and approved by City Council.

APPROVALS:

City Manager: ET Finance Director: _____

Department Director: KMG

Legal: _____

Budgeted: ☐

EXHIBITS: MDOT Eight Mile-Hubbell Contract

SPECIAL TRUNKLINE
NON-ACT-51
ADDED WORK

DA
Control Section NH 82143
Job Number 210075CON
Fed Project # 22A0637
Contract 23-5020

THIS CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF OAK PARK, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements in conjunction with the DEPARTMENT'S construction on Highway M-102 (Eight Mile Road), within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the DEPARTMENT is planning hot mix asphalt cold milling and resurfacing work along Highway M-102 (Eight Mile Road) from Highway M-1 (Woodward Avenue) to Highway M-53 (Van Dyke Avenue); and

WHEREAS, the CITY has requested that the DEPARTMENT perform additional work for and on behalf of the CITY in connection with the Highway M-102 (Eight Mile Road) construction, which additional work is hereinafter referred to as the "PROJECT" and is located and described as follows:

Intersection improvement work at the intersection of Highway M-102 (Eight Mile Road) and Hubbell Avenue, including concrete pavement, curb and gutter, and drainage structure work; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: $200,200; and

WHEREAS, the PROJECT has been approved for financing in part with funds appropriated to the Transportation Economic Development Fund, hereinafter referred to as "TED FUNDS", pursuant to PA 234 of the Public Acts of 1987, MCL 247.660; and

WHEREAS, it was determined that the PROJECT, or portions of the PROJECT, as described by this contract qualifies for funding pursuant to PA 231, Section 11(3)(a); Public Act of 1987 and categorized as:

A FUNDED PROJECT

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

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

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this Contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the construction of the PROJECT including the costs of physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY will approve the design intent of the PROJECT and shall accept full responsibility for the constructed PROJECT functioning as a part of the CITY'S facilities. The CITY is solely responsible for any input which it provides as it relates to the design of the PROJECT functioning as part of the CITY'S facilities.

4. The DEPARTMENT will administer all phases of the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

5. The PROJECT COST shall be met in part by contributions by State TED FUNDS. State TED FUNDS Category A shall be applied to the eligible items of PROJECT COST at a participation ratio equal to 80 percent. The remaining balance of the PROJECT COST, after deduction of State TED FUNDS, shall be charged to and paid by the CITY in the manner and at the times hereinafter set forth.

TOTAL ESTIMATED COST	STATE TED FUNDS	CITY'S SHARE
$200,200	$160,200	$40,000

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY not including payments made for a working capital deposit. No monthly billings of a lesser amount than $1,000 shall be made unless it is a final or

end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Payment is due within 30 days of receipt of invoice. Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, the DEPARTMENT is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Upon completion of the PROJECT, the CITY shall accept the facilities constructed as built to specifications within the construction contract documents. It is understood that the CITY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction at no cost to the DEPARTMENT.

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

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

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

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

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

CITY OF OAK PARK

By_____
Title: Mayor

By_____
Title: City Manager

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
Department Director MDOT

REVIEWED

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

APPENDIX B
TITLE VI ASSURANCE

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

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

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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