



AGENDA
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
APRIL 1, 2024
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

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

- A. Regular City Council Meeting Minutes for March 18, 2024
- B. Library Board Meeting Minutes for February 20, 2024
- C. Parks and Recreation Meeting Minutes for February 21, 2024
- D. Corridor Improvement Authority Minutes for February 15, 2024
- E. Maintenance agreement with the Road Commission for Oakland County for street sweeping, litter picking, and lawn mowing services on Greenfield Road from Eight to Ten Mile Roads and on Ten Mile Road from Greenfield to Maplefield.
- F. Proclamation to proclaim Friday, April 26, 2024 as Arbor Day in the City of Oak Park.
- G. Licenses New and Renewals for April 1, 2024
- H. Payment of invoices from OHM Advisors for GIS DWAM Grant, Nine Mile Road Construction, and new Nine Mile Road Design for the total amount of \$25,584.50
- I. The Municipal Services Department is requesting authorization to advertise for bids for the CDBG Program Year 2023 Senior Yard Services, M-772

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS

- A. Resolution Supporting State Revenue Sharing Reform

8. PUBLIC HEARINGS

- A. Public hearing and adoption of Special Assessment Resolutions to confirm the rolls and set the due date of May 21, 2024 together with penalty of ten percent (10%) for Special Assessment Districts #712 - Delinquent Utilities, #713 - False Alarms, #714 - Property Blight and #715 - Miscellaneous Concrete Replacement.
- B. Public Hearing to receive public comments regarding the request by Salud Eleven, LLC, D/B/A Salud Eleven, 14701 W. Eleven Mile, for the issuance of a Class C Liquor License.
- C. Resolutions approving issuance of a Class C Liquor License to Salud Eleven, LLC, D/B/A Salud Eleven, 14701 W. Eleven Mile.

9. SPECIAL LICENSES

- A. Special Event License Application for the Beautification Advisory Commission sponsored Annual Flower Sale to be held on May 26, 2024
- B. Request for a Special Event License submitted by Mountain Top International Word Ministry, 24601 Coolidge Hwy., for a trunk takeaway sale to be held June 1, 2024, from 10:00 a.m. - 4:00 p.m.
- C. Request for a Special Event License submitted by the Oak Park Corridor Improvement Authority, for a Family Fun Fest event to be held on June 1, 2024, from 1:00 p.m. - 4:00 p.m.

10. BIDS

- A. Request to award the bid for the 2024 Landscape Maintenance Contract to Capital Landscapes of Oak Park, MI, for a total amount of \$67,233.00.
- B. Request to award the bid for the 2024 Lawn Maintenance Contract to Capital Landscapes of Oak Park, MI, for a total amount, with alternates, of \$96,499.20.
- C. Request to award the sole source contract to JDC for the total amount of \$134,950.00 for the repairs to DPW vector equipment.
- D. Request to award the bid for the Water Service Line Hydro Excavation Project, M-736 to Duke's Root Control of Elgin, IL, for a total bid amount of \$224,890.74

11. ORDINANCES

- A. An ordinance to amend Chapter 10, Article VII, Circuses and Special Events, of the Code of Ordinances of the City of Oak Park, Michigan, by amending the Article Title, Division 1 Sections 10-251 through 10-253, and Division 2 Sections 10-266 through 10-273 thereof

12. CITY ATTORNEY

13. CITY MANAGER

A. City Council

1. Appointment of Gregory Gunn as City of Oak Park Historian

B. Municipal Services

1. Approval of Pay Application No. 1 and Change Order No. 1 for the 2024 Sewer Lining Project, M-763 in the amount of \$116,233.20 and \$9,250.00, respectively

C. Finance/Assessing

1. Request to award the contract for Professional Auditing Services to Yeo & Yeo CPA's & Advisors of Auburn Hills, MI for the next three fiscal years ending 2024, 2025 and 2026, with an option to renew in FY 2027 and 2028.

D. Department of Public Works

1. Proposed one-year lease extension for Hatzalah of Michigan

14. 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.

15. CALL TO THE COUNCIL

16. ADJOURNMENT

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



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
40th OAK PARK CITY COUNCIL
March 18, 2024
7:00 PM**

MINUTES

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

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

ABSENT: None

OTHERS

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

APPROVAL OF AGENDA:

**CM-03-072-24 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS PRESENTED
– APPROVED**

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

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-03-073-24 (AGENDA ITEM #5A-E) CONSENT AGENDA - APPROVED

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

- A. Regular City Council Meeting Minutes for March 4, 2024 **CM-03-074-24**
- B. Payment of invoices from OHM Advisors for 8 Mile Booster Station Rehab, GIS DWAM Grant, and Nine Mile Road Construction for the total amount of \$6,966.50 **CM-03-075-24**
- C. Corridor Improvement Authority Minutes for December 21, 2023 and January 18, 2024
(Removed from the Consent Agenda by Council Member Edgar)
- D. Parks and Recreation Commission Meeting Minutes for December 20, 2023
CM-03-076-24
- E. Licenses New and Renewals submitted for March 18, 2024 **CM-03-077-24**

**MERCHANT'S LICENSES – March 18, 2024
(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
None			
<u>RENEWALS (/2024)</u>	<u>ADDRESS</u>	<u>FEE</u>	
AUTO METAL CRAFT INC	10230 CAPITAL AVE	\$150.00	INDUSTRIAL
AUTO METAL CRAFT INC	10240 CAPITAL	\$150.00	INDUSTRIAL
AUTO METAL CRAFT INC	12741 CAPITAL AVE	\$150.00	INDUSTRIAL
CHIROPRACTIC WORKS, PC	21790 COOLIDGE HWY	\$150.00	MEDICAL
ANNIEWRAP & FLOWERS	22171 COOLIDGE HWY	\$225.00	RETAIL
MICHIGAN CONTACT LENS	25211 COOLIDGE HWY	\$225.00	MEDICAL
VALUE WHOLESALE	15188 W EIGHT MILE RD	\$150.00	DISTRIBUTION
LOCLIFE DREADHUT	21700 GREENFIELD # 131	\$225.00	HAIR SALON
B-UNIQUE HAIR BOUTIQUE LL	21700 GREENFIELD # 412	\$225.00	HAIR SALON
SELECT MEDICAL GROUP	23350 GREENFIELD # 200	\$150.00	MEDICAL
VIP OAKPARK LLC	24730 GREENFIELD RD	\$150.00	SMOKE SHOP
HAIR UNIQUE	8138 W NINE MILE RD	\$150.00	HAIR SALON
OAK PARK MAX CARE PHYSICAL THERAPY	12702 W NINE MILE RD	\$150.00	MEDICAL
NEW GRACE SPINAL REHAB	12706 W NINE MILE RD	\$150.00	MEDICAL
MY PLACE CENTER FOR WELLNESS	12718 W NINE MILE RD	\$150.00	HEALTH RECOVERY
OAK PARK MEDICAL CENTER	15300 W NINE MILE RD	\$150.00	MEDICAL
ATLAS CUT STONE INC	12920 NORTHEND AVE	\$150.00	INDUSTRIAL
VGAGE LLC	13250 NORTHEND AVE	\$150.00	INDUSTRIAL
U WASH DEVELOPMENT	15450 W TEN MILE RD	\$150.00	CAR WASH
GLENCO SALES CO INC	21600 WYOMING AVE	\$150.00	MANUFACTURER

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

MOTION DECLARED ADOPTED

**CM-03-078-24 (AGENDA ITEM #5.C) CORRIDOR IMPROVEMENT AUTHORITY
 MINUTES FOR DECEMBER 21, 2023 AND JANUARY 18, 2024
 (Removed from the Consent Agenda by Council Member Edgar)
 - APPROVED**

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to approve Corridor Improvement Authority Minutes for December 21, 2023 and January 18, 2024.

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

PUBLIC HEARINGS:

(AGENDA ITEM #7.A) Public Hearing to receive public comments regarding the request by ABV Group LLC, D/B/A Mother Handsome, 14661 W. 11 Mile, Suite 500, for the issuance of a Tavern License Transfer and upgrade to a Class C Liquor License.

Mayor McClellan opened the public hearing at 7:16 p.m. The public hearing was immediately closed as there were no individuals who wished to speak.

CM-03-079-24 (AGENDA ITEM #7.B) RESOLUTIONS APPROVING ISSUANCE OF A TAVERN LICENSE TRANSFER AND UPGRADE TO A CLASS C LIQUOR LICENSE TO ABV GROUP LLC, D/B/A MOTHER HANDSOME, 14661 W. 11 MILE, SUITE 500 - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve the following resolutions approving issuance of a Tavern License Transfer and upgrade to a Class C Liquor License to ABV Group LLC, D/B/A Mother Handsome, 14661 W. 11 Mile, Suite 500:

A RESOLUTION OF THE OAK PARK, MICHIGAN, CITY COUNCIL APPROVING SUBJECT TO ALL DEPARTMENTAL APPROVALS THE REQUEST OF BERKLEY COFFEE, LLC TO TRANSFER ITS EXISTING TAVERN LICENSE AT 14661 W. 11 MILE, SUITE 500 TO ABV GROUP LLC, PRINCIPALS/SHAREHOLDERS BEING AARON TYE AND BROOKE M. ZADORSKY, D/B/A MOTHER HANDSOME, AND APPROVING THE TRANSFER OF THE CLASSIFICATION OF THE TAVERN LICENSE TO A CLASS C LIQUOR LICENSE ON THE PREMISES OF A RESTAURANT OPERATION

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

WHEREAS, at a Special Election held on May 5, 2015 the voters in the City of Oak Park approved a proposition to allow the sale of spirits in addition to beer and wine for consumption on the premises; and

WHEREAS, Berkley Coffee, LLC (hereinafter referred to as Berkley Coffee) located at 14661 W. 11 Mile, Suite 500 had previously applied for and obtained a Tavern License at that address from both the State of Michigan Liquor Control Commission and the City of Oak Park; and

WHEREAS, Berkley Coffee is requesting that the City of Oak Park (hereinafter referred to as the City) approve the transfer of the Tavern License located at 14661 W. 11 Mile, Suite 500 to ABV Group LLC (hereinafter referred to as ABV), principals/shareholders being Aaron Tye and Brooke M. Zadorsky, D/B/A Mother Handsome; and

WHEREAS, the transfer of the Tavern License located at 14661 W. 11 Mile, Suite 500 from Berkley Coffee to ABV is hereby approved subject to all departmental approvals; and

WHEREAS, in addition to the transfer of the Tavern License, ABV is also seeking the transfer of the classification of the Tavern License to a Class C Liquor License to allow the sale of spirits; and

WHEREAS, the transfer of the classification from a Tavern License to a Class C Liquor License is approved.

NOW, THEREFORE, BE IT RESOLVED, that Berkley Coffee's request that the City approve the transfer of the Tavern License located at 14661 W. 11 Mile, Suite 500 to ABV and the transfer of the classification from a Tavern License to a Class C Liquor License are approved subject to the following conditions:

1. The Michigan Liquor Control Commission approves the transfer of the Tavern License from Berkley Coffee to ABV for the location at 14661 W. 11 Mile, Suite 500.
2. The Michigan Liquor Control Commission approves the transfer of the classification from a Tavern License to a Class C Liquor License.
3. Upon approval of the transfer of the Tavern License from Berkley Coffee to ABV by the Michigan Liquor Control Commission, and the transfer of the classification from a Tavern License to a Class C Liquor License ABV shall provide the City Clerk's Office with copies of the License(s) and a Certificate of Liquor Insurance for the subject business.
4. ABV executes a Contract for Tavern License with the City of Oak Park, Michigan and any subsequent amended contract that may be required should the Michigan Liquor Control Commission approve the transfer of the classification of the Tavern License to a Class C Liquor License.
5. ABV must obtain a Business License from the Municipal Services Department prior to commencing operations at 14661 W. 11 Mile, Suite 500.

BE IT FURTHER RESOLVED, that subject to the conditions described in the immediately preceding paragraph and all departmental authorizations, upon approval of the transfer of the Tavern License from Berkley Coffee to ABV by the Michigan Liquor Control Commission the City Clerk is hereby authorized to issue a Tavern License with an expiration date of April 30, 2025, to ABV; and

BE IT FURTHER RESOLVED, that the transfer of the classification from a Tavern License to a Class C Liquor License is approved; and

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

LOCAL GOVERNMENT APPROVAL RESOLUTION

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

MOTION DECLARED ADOPTED

SPECIAL LICENSES:

CM-03-080-24 (AGENDA ITEM #8.A) REQUEST FOR A SPECIAL EVENT LICENSE SUBMITTED BY TRAIN STATION SPORTS, LLC, 14661 W. 11 MILE RD., SUITE 700, FOR AN OPEN HOUSE EVENT TO BE HELD APRIL 6, 2024, FROM 4 - 7 P.M. – APPROVED

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

Name	Event	Fee
Train Station Sports 14661 W. 11 Mile Rd. 700	Open House vent April 6, 2024 4-7 p.m.	\$100 application fee paid

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

MOTION DECLARED ADOPTED

**CM-03-083-24 (AGENDA ITEM #12.A.2) RESOLUTION AUTHORIZING
REIMBURSEMENT OF EXPENSES FROM BOND PROCEEDS
– APPROVED**

Motion by Edgar, Seconded by Whitehead, CARRIED UNANIMOUSLY, to approve the following resolution authorizing reimbursement of expenses from bond proceeds:

CITY OF OAK PARK

**RESOLUTION AUTHORIZING REIMBURSEMENT
OF EXPENSES FROM BOND PROCEEDS**

WHEREAS, the City of Oak Park (the "City") proposes to issue its tax-exempt bonds in one or more series (the "Bonds") to finance the acquisition, construction, and financing of community center facilities hereinafter described (the "Project"), the issuance of which Bonds was approved by a majority of the City's electors at an election held in the City on November 7, 2023.

WHEREAS, it is anticipated that the City will advance all or a portion of the costs of the Project prior to the issuance of the Bonds, such advance to be repaid from proceeds of the Bonds upon the issuance thereof; and

WHEREAS, Section 1.150-2 of the Treasury Regulations on Income Tax (the "Reimbursement Regulations") specifies conditions under which a reimbursement allocation may be treated as an expenditure of bond proceeds, and the City intends by this resolution to qualify amounts advanced by the City to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Project shall consist of constructing, reconstructing, and remodeling the City's community center, recreation center, and Department of Recreation building; furnishing, refurbishing, equipping and reequipping a new and remodeled community and recreation center; demolishing certain existing facilities; preparing, developing and improving sites, including entrances, approaches, parking facilities, and landscaping; and acquiring all necessary rights in land, together with all necessary and related costs.
2. The City may proceed to finance the Project using available funds of the City from the [Community Center] Fund, which is a fund for the payment of capital improvement expenses related to the Project, the General Fund, which is a fund for the payment of the general and operating expenses of the City, and other funds of the City.
3. At such time as the City issues the Bonds for the long-term financing of the Project, the City shall be reimbursed for its expenditures for the Project out of the proceeds of the Bonds.
4. The maximum, aggregate principal amount of obligations expected to be issued for the Project is \$44,000,000.
5. The City declares its official intent to issue the Bonds to finance a portion of the costs of the Project, and hereby declares that it reasonably expects to reimburse the City's advances for the Project as anticipated by this resolution. This resolution and the expression of intent to seek reimbursement from future proceeds of the

Bonds is intended to satisfy the requirements of the Reimbursement Regulations, and the City intends by this resolution to qualify amounts advanced by the City to the Project for reimbursement from proceeds of the Bonds in accordance with the requirements of the Reimbursement Regulations.

6. At such time as the City issues the Bonds for the long-term financing of the acquisition of the Project, the City shall be reimbursed for its expenditures for the Project out of the proceeds of the Bonds.

7. All existing or previous resolutions and parts of resolutions, insofar as they may conflict with the provisions of this resolution, are hereby rescinded to the extent necessary to avoid such conflict.

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

MOTION DECLARED ADOPTED

Municipal Services

CM-03-085-24 (AGENDA ITEM #12.B.1) REQUEST TO APPROVE CHANGE ORDER NO. 1 FOR THE 2023-2024 MISCELLANEOUS CONCRETE PROJECT, M-754 IN THE AMOUNT OF \$49,937.85 – APPROVED

Motion by Edgar, Seconded by Whitehead, CARRIED UNANIMOUSLY, to approve Change Order No. 1 for the 2023-2024 Miscellaneous Concrete Project, M-754 in the amount of \$49,937.85.

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

MOTION DECLARED ADOPTED

City Engineer Grisamer summarized the proposed Change Order No. 1 for the 2023-2024 Miscellaneous Concrete Project, M-754 by Mattioli Cement Company of Fenton, Michigan. This project includes miscellaneous concrete road work throughout the city and the contract was originally approved at the bid quantity, however additional funding is budgeted to cover the extra work in proposed Change Order No. 1. The Change Order will add more road work to the project (Spring of 2024) to fully expend the budgeted funds for FY 2023-24.

Finance/Assessing

CM-03-086-23 (AGENDA ITEM #12.C.1) RESOLUTION AUTHORIZING THE CITY ASSESSOR TO PREPARE SPECIAL ASSESSMENT ROLLS, ASSESSING UNPAID CHARGES TOGETHER WITH A 10% PENALTY ON PRIVATE PROPERTY FOR DELINQUENT UTILITIES - \$240,280.17; FALSE ALARMS - \$1,430.00; PROPERTY BLIGHT - \$18,901.83; AND MISCELLANEOUS CONCRETE REPLACEMENT - \$13,378.82 - 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 - \$240,280.17; False Alarms - \$1,430.00; Property Blight - \$18,901.83; and Miscellaneous Concrete Replacement - \$13,378.82:

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 \$273,990.82:

Delinquent Utilities	\$240,280.17
False Alarms	\$1,430.00
Property Blight	\$18,901.83, and
Misc Concrete Replacements	\$13,378.82

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-03-087-23 (AGENDA ITEM #12.C.2) RESOLUTION RECEIVING SPECIAL ASSESSMENT ROLLS AND ESTABLISHING APRIL 1, 2024 AS THE DATE FOR THE PUBLIC HEARING ON THE ROLLS FOR UNPAID CHARGES FOR CITY EXPENSES INCURRED ON PRIVATE PREMISES FOR DELINQUENT UTILITIES #712, FALSE ALARMS #713, PROPERTY BLIGHT #714 AND MISCELLANEOUS CONCRETE REPLACEMENT #715 - APPROVED

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to approve the following resolution receiving Special Assessment Rolls and establishing April 1, 2024 as the date for the Public Hearing on the rolls for unpaid charges for city expenses incurred on private premises for Delinquent Utilities #712, False Alarms #713, Property Blight #714 and Miscellaneous Concrete Replacement #715:

SPECIAL ASSESSMENT RESOLUTION

DISTRICT NO. 712, 713, 714 and 715

Meeting of the City Council held March 18, 2024, 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. 712, 713, 714 and 715 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 1st day of April, 2024 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

Elevate Oak Park Project Update

City Manager Tungate provided an update on the Elevate Oak Park project that included the following:

1. Solidified \$1 million for Event Hub through federal earmark signed into law by President Biden
 - Secured funding (of total \$8.75 million estimate) now includes approx. \$6 million (\$3.75 million grant secured and the remainder is roll over capital improvement dollars)
 - Still waiting for Humana and Ralph C. Wilson grant requests which could get us to our goal
2. Signed the agreement for architectural and engineering services with Neumann Smith
 - New renderings of Event Hub expected by mid-April
3. Received council resolution of support to negotiate with Berkley Schools for Tyler Park
4. Currently in the annual budgeting process to determine how additional funds could be allocated

CALL TO THE AUDIENCE:

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

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:47 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

Oak Park Public Library - Board Meeting

02/20/2024

- 1) Call to Order at 6:30
- 2) Roll Call
 - a) Zakiya Hollifield - Present
 - b) Cheryl Daniel - Not Present
 - c) Noson Daitchman - Present
 - d) Hilery Cash – Present
 - e) Leslye Richie – Present
 - f) Kenneth Sherman – Present
 - g) Shaun Whitehead – Not Present
- 3) Approval of Agenda
 - a) Ken moves for approval of agenda with an addition of Library Training Item. 2nd by Hilery.
 - 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) Noson moves to approve bills of \$9,807.80. 2nd by Ken.
 - (1) Zakiya Hollifield - Yes
 - (2) Hilery Cash - Yes
 - (3) Noson Daitchman - Yes
 - (4) Leslye Richie – Yes
 - (5) Kenneth Sherman – Yes
 - b) Events/Library Happenings
 - i) Events
 - (1) Upcoming Events
 - a. Baseball Hall of Fame book talk
 - (2) Past Events
 - a. Winterfest was success
 - b. Trio Vista played music
 - c. Black History Month grab and go kits
 - ii) Happenings
 - (1) Library Director attended a seminar on Active Shooter Training. Noson asks if other staff also attended. Library Director responded that she went to the seminar to get more information on giving more training and assistance
 - a. Ken voiced concern about a large portion of our budget going to security with no financial help from the school or city.
 - (2) Library Director has been doing some marketing on the Library Redesign.

- iii) Safety/Security
 - (1) 1 Incident of conduct.
 - iv) Library Director went over statistics for the month of January 2024
 - 6) Old Business
 - a) Library Redesign
 - i) Community Center Grant
 - (1) We did not get the Community Center Grant.
 - ii) City had originally offered to take care of moving study rooms. Foreman was injured and can't do the work so we will have to contract it out. Cost will be \$20,000. City can pay for \$5,000; we will have to cover the other \$15,000.
 - (1) Kenneth moves to increase the capital outlay line in the amount of \$20,000 with a transfer from the city in the amount of \$5,000 and decrease in the fund balance in the amount of \$15,000. 2nd by Leslye.
 - a. Zakiya Hollifield - Yes
 - b. Hilery Cash - Yes
 - c. Noson Daitchman - Yes
 - d. Leslye Richie – Yes
 - e. Kenneth Sherman – Yes
 - iii) Legal Center Grant will be used to turn front bathroom into the legal center.
 - iv) Timeline
 - (1) March 4 – Move the study center
 - (2) March 11 – Start on Legal Center and Library Redesign
 - v) Library Director showed blueprints and went over details of the redesign problem.
 - b) Library Mural
 - i) 3 from Library Board, 3 from Arts and Culture board, 2 staff members (Kimberly Schaff and Crystal Van Vleck) and 1 member from City Council.
 - ii) Library Director went over the process of selecting muralist.
 - iii) Artwork planned to be going up between May-August.
 - iv) Noson move to appoint Ken, Leslye and Hilery to the Ad hoc Library Mural Committee. 2nd by Hilery.
 - (1) Zakiya Hollifield - Yes
 - (2) Hilery Cash - Yes
 - (3) Noson Daitchman - Yes
 - (4) Leslye Richie – Yes
 - (5) Kenneth Sherman – Yes
 - c) Collection Development Discussion
 - i) In the interest of time, it was decided to move this to next month's meeting.
 - 7) New Business
 - a) Correcting Agenda in future
 - i) Public Comment Time
 - (1) Library Director made some suggestions for fixing public comment time in Bylaws.
 - ii) Adding in Treasury Report to follow Bylaws.

- b) Juneteenth
 - i) Library Director will ask for a grant from Michigan Humanities Council for Black History 101 Mobile Museum
 - ii) Tracie McMillan is a best sellin author. We are working to get an author talk in May or June.
- c) MLA Webinar
 - i) Navigating Material Change.
 - (1) Zakiya went over what she learned at the Webinar
 - (2) Ken reminded the board of a Trustee roundtable on 2024/02/21
- 8) Friend of the Library Report
 - a) Nothing new
- 9) Public Comment
 - a) No Comment.
- 10) Adjournment
 - a) Noson moves to adjourn at 8:01. 2nd by Ken.
 - i) Motion passes unanimously.



CITY OF OAK PARK

Department of Recreation

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

CITY OF OAK PARK

PARKS AND RECREATION COMMISSION REGULAR MEETING: February 21, 2024

I. Meeting called to order by at: 7:00p.m. By: Juanita Bell

II. Introductions:

Members Present: Juanita Bell, Theresa Lorick -Henderson, Carian Warren, Alexander Simpson, Ajai Tice, Mickey Alderman, New Member: Carly Silverman

Members Excused:

Members Absent: Andrew Cissell, Beverly Wiggins

City Council Members Present: Mayor Pro Tem, Julie Edgar

Staff Members Present: Laurie Stasiak, Recreation Director, and Erin Foley Recreation Intern

Guests Present: Alicia Chiaravalli

III. Approval of Agenda for **February 21, 2024**

Motion: Ajai Tice Seconded: Alexander Simpson Approved: all

IV. Approval of Minutes of Parks and Recreation Commission Meeting of **December 20, 2023.**

Motioned by: Alexander Simpson Approved: All
Seconded by: Ajai Tice

Corrections (if any): None

V. Council Comments: Julie Edgar, City Council Member

Oakland County Parks to invest 1.5 million for improvements to Shepard Park, this portion of the park to be called Oak Park Woods. The city staff has submitted several grants to cover the 8.5 million for the new Event Hub. They have secured 2.?? Million but did not receive a grant that was submitted for 2 million. They will continue to submit for additional grants and raise the money privately.

VI. Recreation Updates: Laurie Stasiak, Recreation Director

Daddy Daughter Dance

Daddy Daughter Dance hosted 145 individuals for an evening of fun for the little girls and their “dates”. Dinner, photo’s, dancing and flowers topped off a great evening.

Thank you to Alexander Simpson, Juanita Bell, and Beverly Wiggins for their support and participation. Oak Park seniors Jean Jones, Grace Raddon and Barbara Butler also assisted in wrapping all the flowers for the little girls as well and served as the check in point for the evening.

Presentation to the Woman’s Club at Our Lady of Perpetual Help

Presentations were made to the members of the Woman’s Club of Our Lady of Perpetual Help on February 1, 2024. Councilmember Julie Edgar presented on the services provided by AgeWays, which is the new name for Area Agency on Aging 1B. Information on the Senior programs that are available at the Oak Park Community Center was also presented.

Farmers Market 2024

Plans and programs are being developed for the Farmers Market 2024. This year the market is being held on the Community Center grounds due to construction on the Oak Park High School. Market day has been moved to Thursday due to the time Forgotten Harvest was still in the lot on Wednesdays. Market time remains the same from 9am – 2pm

Classes:

Many of our larger classes are on hold due to the voting process that is taking place in our building. These include Seniors In Motion, Wednesday evening Hustle, Friday evening Ballroom classes and Monday evening yoga. These classes will go back to 8 week sessions beginning in March.

Youth Sports and Programs:

Youth Basketball is now halfway through. Youth Spring Soccer registrations are currently ongoing. We currently have the most registrants in the U8 age group, enough for 2 teams. Both U6 and U10 divisions have at least one team each. Soccer registration closes in March and games begin the middle of April.

Jes completed the Aquatics Facility Operator Certification course in January and passed the exam. As an AFO, Jes will be able to train summer staff to use best practices for maintaining the pool facilities and water chemistry.

The Mom 2 Mom Sale Seller spots are currently half filled. The sale is coming up quickly. Please help spread the word about the sale to help make it successful for everyone.

Summer seasonal staff hiring has started. Jobs are posted online and being marketed on social media. We currently have 5 out of 6 pool management staff returning from last year as well as 4 other staff from the pool and camp returning. We have had multiple applicants for each position open for camp, pool staff and field staff. Interviews are beginning this week.

Jes and Laurie met with staff from Southfield Parks and Recreation, and we will be partnering with the City of Southfield for pool usage for their residents again this summer. They will be adding specific summer camp rental days this year and offering evening rentals as they did last year. Jes also met with the Jewish camps to discuss their pool usage for the summer.

Summer camp planning has started. Summer camp will last 8 weeks as it has in the past, starting June 17-Aug 9. We have been awarded a Nature Education RAPP Grant through Oakland County Parks for a field trip to Red Oaks Nature Center.

Erin Foley, Recreation Intern:

Internship - Erin has been fulfilling the internship role for 24 weeks currently. There are only 6 weeks left. As an intern, Erin has met many of her goals from CMU such as learning program development & delivery, financial operations, office administration, and facility management. Erin continues to learn more and more every day working with such a knowledgeable team & community. Next month, Erin will be returning to CMU for the second internship seminar she will be participating in. This is a chance for her to talk with her peers about their placements and inform current students that are looking for their future internship what being an intern in community recreation is like.

MParks Presentation - Next Friday Erin will be giving a presentation at the mParks Conference in the Student Showcase area. She will be presenting alongside 2 other students. This presentation is about the excellence of being a Recreation professional, and what great things you have experienced. In Erin's presentation she will be creatively talking about how recreation has inspired her, and how she can continue to inspire others to pursue a passion in recreation.

Senior Scoop - The Senior Scoop prints roughly 100 copies per month! This Senior publication is something that the senior population looks forward to at the beginning of the month. This month's highlights include class information, upcoming trips, transportation information, a staff highlight, and brain games.

Pop-Up Event – As part of Erin's internship, she must fully plan and develop an event. The event, "S'mores 'N More" Pop-up at Sherman Pocket Park is her special event that she is programming. This is a family friendly event featuring a kids make and take craft, and roasting kosher friendly s'mores. S'mores 'N More is this Sunday, February 25th from 2-3:30 p.m. This event is sponsored by RealTeam who sponsored \$50 for the cost of the s'more's materials.

Updates: Oakland County Parks – recorded presentation from the February 19, City Council Meeting. Updating on their progress with Oak Park Woods at Shepherd Park.

The City has hired the firm Neumann Smith to design the Event Hub we are making progress on the design of the Event Hub, Amphitheater and Memorial Garden.

VII. Old Business – Commission

Dog Park – Julie Edgar

Director Stasiak provided a membership update for Oak Park & Bark: There are 56 members and 65 dogs registered as of 2-14-24.

Discussion of using the \$10,500 left in the budget, with group stating priorities:

Shade: We agreed that the park needs shade, but sail shades are too expensive; Mark Phillips found a 10 x13 pergola on Amazon that has a retractable top and costs \$400 apiece. He said he could afford to buy four of them for the park.

Something to cover the holding area, which is muddy. Discussed using pavers, concrete, or stones
Fire hydrants (DPW has extras)

Concrete slabs for benches

Agility equipment: Dana offered to donate agility equipment, including a tunnel, hoop and sticks that can form an obstacle course.

Discussion about holding an event:

Proposed a 'Dog Day Afternoon' at the dog park, with pet adoption, obedience training, agility course, hot dogs from noon-3 pm Sunday, July 21.

Mark offered to call pet rescues including District 5, Detroit Dog Rescue, Almost Home, Detroit Pit Crew, Animal Welfare Society, and Dawg; Julie offered to call Canine Good Citizen

Public comment:

Ken Sherman, a frequent dog park user, talked about the muddy holding area in the park and the standing water near the boundary walls.

He suggested we pay attention to maintenance issues like standing water and mud.

He said people bring dogs into the park without tags and suggested we require dogs to keep tags on; Laurie told him to call/text her if that's the case and they'll go out

Ken suggested we secure garbage cans because they tip over

He suggested we pour concrete slabs for future benches to save \$

Ken suggested we have somebody teaching dog first aid at the July 21 event

Ken thanked Courtney Flynn for mentioning the dog park in the current edition of Oak Park Report

Next meeting is scheduled for 6:30 p.m May 8.

Juneteenth Committee: Juanita Bell stated she was no longer a part of the Juneteenth Committee. This will be taken off the agenda unless another Commissioner is part of this Committee.

Friends of Parks and Recreation: Julie Edgar – No Report

VIII New Business – Commission

Elections for commission:

Nomination for chairperson -Julie Edgar nominated Juanita Bell, she accepted, and the Commission voted unanimously to approve her appointment.

- a. Ajai Tice nominated Carin Warren as Vice- Chair , Carin accepted, and the Commission voted unanimously to approve her appointment.
- b. Alexander Simpson nominated Theresa Lorick-Henderson for secretary, and she accepted, and the Commission voted unanimously to approve her appointment.

IX Announcements:

Dwight Thomas resigned from the Commission due to health reasons.

Discussion on presenting Dwight Thomas with a plaque, card, and gift for his many years of service to the City of Oak Park through the Parks and Recreation Commission. Possible set up a Zoom for a future meeting with him. Juanita will create an invite.

X Public Comment: Introduction - Guest: Alicia Chiaravalli

XI Meeting adjourned at: 8:04 pm

Motioned by: Alexander Simpson Seconded by: Ajai Tice

Motion passed

Respectfully submitted: Theresa Lorick-Henderson

Recording Secretary



CITY OF OAK PARK

Corridor Improvement Authority

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

CITY OF OAK PARK CORRIDOR IMPROVEMENT AUTHORITY BOARD MEETING MINUTES FEBRUARY 15, 2024

The meeting was called to order at 12:10 p.m. in the Executive Conference Room, City Hall, 14000 Oak Park Blvd, Oak Park, MI 48237 by Mayor McClellan, and roll call was made.

PRESENT: Mayor McClellan
Chairperson Attisha (joined meeting at 12:21pm)
Board Member Peteet
Board Member Shamily
Board Member Jones

ABSENT: Vice Chairperson DeVergilio
Board Member Wudyka

OTHERS PRESENT: CIA Manager Michelle Bishop

3. APPROVAL OF AGENDA OF FEBRUARY 15, 2024

MOTION by Shamily, SECONDED by Peteet to approve the agenda for February 15, 2024 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

4. APPROVAL OF MINUTES OF JANUARY 18, 2023

MOTION by Shamily, SECONDED by Peteet, to approve the minutes of January 18, 2024 as submitted.

VOTE: Yes: All
No: None

MOTION CARRIED

5. PUBLIC COMMENT: None.

6. UNFINISHED BUSINESS: None

7. NEW BUSINESS:

A. 2024-2025 Budget Review – Bishop explained the budget process timing to the board. She informed them that the initial review would occur that same day. Then the budget would be reviewed with City Manager Tungate at the beginning of March, the CIA Board will have a second review at the March 21 meeting and the final approval would be during the City Council Meeting on May 6, 2024. Bishop then provided an overview explanation of multiple line items from the budget, which included explaining why there were significant increases and what the funds would be used for exactly.

Points to note:

Since flowers only add color during warm months, Bishop suggested colored planters (pictures were provided as a reference). The plan is to have a landscape designer present a master plan for the entire city instead of piece mailing.

Bishop stated that even with all of the increases, everything is covered and there will be some funds left over to possibly cover new projects. She asked the board to come up with ideas for the left-over money for 25-26 budget.

Facade grant- currently the CIA matches a maximum of \$2500 to businesses. Bishop asked if the board felt the grant should be increased to \$5000.

MOTION by Jones, SECONDED by Attisha, to increase the facade grant from \$2500 to \$5000

VOTE: Yes: All
 No: None

B. CIA Facebook Page - Bishop announced that the CIA Facebook page will be launching next month, to help promote the CIA's events and help market our small businesses.

C. CIA Event Planning Event – Bishop provided information for the June Family Fun Fest event and explained the business event flyer that is being distributed to the businesses on 9 Mile to encourage their participation. Bishop also mentioned the upcoming Tri-City networking event on Business Time Management that will be held on 2/22/24, in Lathrup Village. The board was also invited to the Main Street Oakland County Breakfast Summit on March 19, 2024. The summit will be focused on the role of local leadership within a downtown development organization. RSVPs are due by March 15.

D. CIA Logo Ideas/Banner Homework- Bishop asked the board to bring CIA logo ideas and banner ideas to the March Meeting. There will be a graphic designer in attendance at that meeting who will ask the board to present their ideas to help drive the creative process for a logo. Regarding the banners, the new version will be put up during the winter months to assist with adding color, so Bishop suggested doing a darker green color or even a blue banner with snowflakes, something simple that says Welcome to Oak Park but was looking for board direction.

8. FINANCIAL REPORT: THE FINANCIAL REPORT WAS PROVIDED/ATTACHED

9. BOARD MEMBER COMMENT:

Jones pointed out that \$395,000 is going towards the water tower district and he said he missed that vote.

10. ADJOURNMENT

The Mayor adjourned the meeting at 1:06 p.m.

Jo Lynn Williams, Deputy City Clerk



CITY OF OAK PARK, MI STAFF REPORT

5.E

AGENDA FOR: April 1, 2024

SUBJECT: Maintenance agreement with the Road Commission for Oakland County for street sweeping, litter picking, and lawn mowing services on Greenfield Road from Eight to Ten Mile Roads and on Ten Mile Road from Greenfield to Maplefield.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: The Road Commission for Oakland County has offered to compensate the City of Oak Park \$18,796.03 this summer for street sweeping, litter picking, and lawn mowing services on Greenfield Road from Eight to Ten Mile Roads and on Ten Mile Road from Greenfield to Maplefield. We would be required to sweep these roads three times per year and perform litter picking and lawn mowing services five times per year. This year's offer includes a 3.9% increase over the amount offered in 2023.

FINANCIAL STATEMENT: Approval of this contract will generate \$18,796.03 in reimbursable funds.

RECOMMENDED ACTION: It is recommended that the City Council approve the attached agreement with the Road Commission for Oakland County for street sweeping, litter picking, and lawn mowing services on Greenfield Road from Eight to Ten Mile Roads and on Ten Mile Road from Greenfield to Maplefield.

EXHIBITS:

1. 2024 RCOC Summer Maintenance Agreement

2024 SUMMER MAINTENANCE AGREEMENT
CITY OF OAK PARK

Under 1951 PA 51, As Amended

This Summer Maintenance Agreement (“Agreement”) is made this ____ day of _____, 2024, between the Board of County Road Commissioners of the County of Oakland, State of Michigan, a public body corporate, (hereinafter variously referred to as the “Board and as the “Road Commission for Oakland County”) and the **City of Oak Park**, Oakland County Michigan, a Michigan municipal corporation hereinafter referred to as the “City.”

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

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

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

I

The City hereby agrees to be responsible for performing Summer Maintenance of certain roads under the terms of this Agreement, and the Board agrees to participate in the cost thereof as provided in Section III of this Agreement. “Summer Maintenance,” herein required to be performed by City, shall mean the work and services specified in Exhibit B hereto and this Agreement. All maintenance work and services performed by the City shall be in accordance with the Board’s minimum maintenance standards and this Agreement.

II

The Board has determined and specified the equipment and personnel necessary to provide the Summer Maintenance and the City has acquired the necessary equipment and personnel so specified. The City shall keep accurate and uniform records of all Summer Maintenance work performed pursuant to this Agreement. The Board shall have the right to audit City accounts and records insofar as such documents concern this Agreement and the work and services performed and to be performed hereunder.

III

In consideration of the Summer Maintenance by the City, the Board hereby agrees to pay to the City the sum of **\$18,796.03** as set forth in Exhibit A, attached hereto and made a part hereof. Such amounts are to be used by the City for Summer Maintenance. Payments are to be made by the Board to the City as follows:

65% on September 15, 2024
35% upon completion of the last Summer Maintenance activity

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

IV

It is specifically understood and agreed by the City and the Board that by undertaking to perform Summer Maintenance of certain county primary roads, the City does not assume the Board's legal duty to

keep said roads in such condition as to be in accordance with MCLA 224.21, reasonably safe and convenient for public travel, other than as may relate to the work and service to be performed as listed in Section I above, and the City hereby agrees to hold harmless, represent, defend with counsel acceptable to the Board, and indemnify the Board; the County of Oakland; the Office of the Oakland County Water Resources Commissioner and any and all applicable drainage districts(s); the Michigan State Department of Transportation and the Transportation Commission; any and all local units(s) of government within which the roads subject to this Agreement are located, and the respective officers, agents and employees of all of the foregoing, against any and all claims, charges, complaints, damages, or causes of action for (a) public or private property damage, (b) injuries to persons, or (c) other claims, charges, complaints, damages or causes of action arising out of the performance or non-performance of the activities which are the subject matter of this Agreement, both known and unknown, whether during the progress or after the completion thereof. However, this hold harmless provision does not apply in so far as any claim or suit is alleged to be, or demonstrated to be, the result of a defect in highway design or condition and not related to the Summer Maintenance activities set out in Section I. Further, since the Board has the statutory responsibility for maintenance of the roads under this Agreement, it is the intent of the parties that the delegation by this Agreement of those maintenance responsibilities to the City provide immunity to the City as an agent of the County. Therefore, the City falls within the governmental immunity protection of the County.

During that part of the year that the City is providing Summer Maintenance under Section I, the City agrees to notify the Board within 30 days, should it become aware of defects or maintenance requirements in the roads set forth in Exhibit A, if said defects or maintenance requirements are not Summer Maintenance subject to this Agreement.

V

The City shall acquire and maintain, during the term of the Agreement, statutory worker's compensation, employer's liability, automobile and comprehensive general liability insurance coverages, and such other insurance coverages, as described in Exhibit C attached hereto, covering the Board's liability for any and all claims arising out of the City's performance or non-performance of the activities which are the subject matter of this Agreement, and these coverages shall be obtained and maintained in accordance with the requirements set forth in Exhibit C attached hereto and made a part hereof and shall be primary and non-contributory.

VI

The City further agrees to comply with all applicable laws and regulations, including laws and regulations of the State of Michigan for safeguarding the air and waters of the State. In particular, City facilities and operations must meet the provisions of Part 5 (Spillage of Oil and Polluting Materials) rules promulgated pursuant to Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. (Rules R324.2001 through R324.2009 address release prevention planning, secondary containment, surveillance, and release reporting requirements).

VII

In accordance with Michigan 1976 PA 453, as amended, and 1976 PA 220, as amended, the City covenants not to 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 race, color, religion, national origin, age, sex, height, weight, marital status or because of a disability that is unrelated to the individual's ability to perform the duties of the particular job or position, and to require a similar covenant on the part of any subcontractor employed in the performance of the Agreement. A breach of this covenant may be regarded as a material breach of this Agreement.

VIII

City shall utilize the provisions of the Federal E-Verify Program to verify the work authorization status of all newly hired employees; and the Road Commission for Oakland County may terminate the contract for failure of City to so comply with the Federal E-Verify Program.

IX

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

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

The terms and conditions of this Agreement shall become effective as of April 1, 2024, and shall continue in full force and effect until a subsequent Summer Maintenance agreement has been executed by the parties hereto or until this Agreement is terminated, as set forth below.

In the event that a subsequent Summer Maintenance agreement has not been executed by the parties hereto on or before October 15, 2024, either party may terminate this Agreement by providing the other party hereto with written notice of intent to terminate, at least thirty (30) days prior to the date of termination.

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

Witnesses:

CITY OF OAK PARK
A Municipal Corporation

_____ By: _____

Its: _____

_____ By: _____

Its: _____

Witnesses:

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

_____ By: _____

Its: _____

_____ By: _____

Its: _____

EXHIBIT A

2024 SUMMER MAINTENANCE AGREEMENT

CITY OF OAK PARK

	<u>Sweeping</u>
Greenfield Road, from Eight Mile Road to Ten Mile Road. (Inside and outside in both directions)	6.74 Curb Miles
Ten Mile Road, from Greenfield Road to Maplefield. (Inside and outside and turnarounds in both directions)	8.72 Curb Miles
Total	15.46 Curb Miles
 <u>Sweeping</u> : 15.46 Curb Miles x \$183.75.00/Curb Mile = \$2,840.78 x 3 Sweepings = \$ 8,522.33	
<u>Mowing</u> : 5 mowings @ \$1,445.97 per mowing =	\$ 7,229.85
<u>Litter Pickup</u> : 5 litter pickups @ \$608.77 per pickup =	\$ <u>3,043.85</u>
Total Contract	\$18,796.03

EXHIBIT B

2024 SUMMER MAINTENANCE AGREEMENT

CITY OF OAK PARK

WORK TO BE PERFORMED:

1. Sweep all roads listed in Exhibit A, in both directions of travel and around islands, as provided in this Agreement, three (3) times (once between April 15th and May 15th; once between July 15th and August 15th and once between September 15th and October 15th).
2. Cut weeds and sweep all islands located along all roads listed in Exhibit A, where applicable.
3. Pick up litter, mow grass and cut weeds within the right-of-way along all roads listed in Exhibit A.
4. The City may at its own expense sweep, cut weeds and pick up litter more frequently, subject to the other terms and conditions of this Agreement, including, without limitation, the indemnification and insurance provisions.

EXHIBIT C

2024 SUMMER MAINTENANCE AGREEMENT

CITY OF OAK PARK

SPECIAL PROVISION FOR INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE SPECIAL PROVISION FOR INDEMNIFICATION, DAMAGE LIABILITY AND INSURANCE

Indemnification and Damage Liability

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

Insurance Coverage:

The City, prior to execution of the maintenance agreement, shall file with the Board of County Road Commissioners of the County of Oakland (“Board”), copies of completed certificates of insurance as evidence that it carries adequate insurance satisfactory to the Board; and, without the prior written consent of the Board, the City shall not cancel, reduce, or fail to renew the insurance coverage required by this Agreement. The City shall immediately notify the Board and cease operations upon the occurrence of any cancellation, reduction, modification or termination of insurance required hereunder, and shall not resume operations under this Agreement until all insurance as required by this Agreement is in full force and effect. The City shall provide in a form and substance acceptable to the Board an underwriter’s endorsement to its comprehensive general liability insurance and auto liability insurance, including any excess umbrella insurance, in the amounts set forth on Exhibit C, naming the Board and the Office of the Oakland County Water Resources Commissioner as an additional named insured. The City shall obtain and deliver to the Board a notice of cancellation and non-renewal endorsement, acceptable to the Board, for the general liability, auto liability, and worker’s compensation and employer’s liability policies. Prior to commencing the work, the City shall provide to the Board evidence satisfactory to the Board of payment of the current premium for the required insurance and endorsements and shall also obtain certificates of insurance for each policy, providing for thirty (30) days actual (not “endeavor to”) prior, written notice to the Board by the insurance carrier of any cancellation, termination reduction or material change of the policy. The City shall make sure that each of its subcontractors, if any, providing any of the work and services under this contract, shall obtain and maintain insurance as set forth in this Agreement.

The City shall provide the following insurance coverages which shall be primary and non-contributory:

- a. **Workmen’s Compensation Insurance:** The insurance shall provide protection for the City’s employees, to the statutory limits of the State of Michigan and \$500,000 employer’s liability. The indemnification obligation under this section shall not be limited in any ways by any limitation on the amount or type of damages, compensation or benefits payable by or for the City under worker’s disability compensation coverage established by law.
- b. **Bodily Injury and Property Damage Other than Automobile:** The insurance shall provide protection against all claims for damages to public or private property, and injuries to persons arising out of and during the progress and to the completion of the work, and with respect to product and completed operations for one year after completion of the work.

Bodily Injury Liability Each Person: \$1,000,000 Each Occurrence: \$1,000,000 Aggregate: \$2,000,000 -and- Property Damage Liability: Each Occurrence: \$250,000 Aggregate: \$250,000	Or: Single Limit: Bodily injury and Property Damage Each Occurrence: \$1,000,000 Aggregate: \$2,000,000
--	--

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

- c. Bodily Injury Liability and Property Damage Liability - Automobiles (Comprehensive Auto Liability)
The minimum limits of bodily injury liability and property damage liability shall be:

Bodily Injury Liability Each Person: \$500,000 Each Occurrence: \$ 1,000,000 -and- Property Damage Liability: Each Occurrence: \$1,000,000	Or: Single Limit: Bodily Injury and Property Damage Each Occurrence: \$2,000,000
--	--

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

- d. Excess and Umbrellas Insurance – The City may substitute corresponding excess and/or umbrella liability insurance for a portion of the above listed requirements in order to meet the specified minimum limits of liability.
- e. The City shall provide for and in behalf of the Board and all agencies specified by the Board, as their interest may appear, Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the City's Public Liability Insurance.

Reports – The City or his insurance carrier shall immediately report all claims received which relate to the Contract, and shall also report claims investigations made, and disposition of claims to the County Highway Engineer.

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



CITY OF OAK PARK, MI STAFF REPORT

5.F

AGENDA FOR: April 1, 2024

SUBJECT: Proclamation to proclaim Friday, April 26, 2024 as Arbor Day in the City of Oak Park.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Every year, the City of Oak Park celebrates Arbor Day with a community tree planting. Arbor Day celebrates trees and how they benefit the community. These benefits include the beautification of our community, increased property values, providing oxygen, as well as habitat to wildlife.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council proclaim Friday, April 26, 2024 as Arbor Day in the City of Oak Park.

EXHIBITS:

1. 2024 Arbor Day Proclamation

Arbor Day Proclamation

The following Proclamation was passed by the City Council of the City of Oak Park, Michigan, upon the recommendation of the Department of Public Works, at the Regular City Council Meeting on April 1, 2024.

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and
Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

Whereas, Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, Trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore, The Mayor and City Council of the City of Oak Park, do hereby proclaim Friday, April 26, 2024 Arbor Day in the City of Oak Park, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, Urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Marian McClellan, Mayor

Solomon Radner

Carolyn Burns, Mayor Pro Tem

Shaun Whitehead

Julie Edgar

Dated



TO: The Oak Park City Council

FROM: Erik Tungate, City Manager

DATE: March 20, 2024

RE: Approval of the 2024-2025 Liquor License Renewals

PURPOSE(S) OF ACTION:

To consider the approval of the renewal of the 2024-2025 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, Municipal Services, Public Safety 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 Economic Development and Planning 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:

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 2024-2025 Liquor Licenses with expiration dates of April 30, 2025 to the establishments outlined previously.

Erik Tungate

City Manager

Date: March 20, 2024

MERCHANT'S LICENSES - APRIL 1, 2024

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
RENEWALS FOR 2024			
SAUNDERS LAND COMPANY LLC	8564 CAPITAL	\$ 150.00	FUNERAL TRANSPORTATION
MICHIGAN DESSERT CORP	10750 CAPITAL AVE	\$ 150.00	OFFICE
AUTO METAL CRAFT INC	12721 CAPITAL AVE	\$ 150.00	PROTOTYPE STAMPING
9 OAKS GRILL	22110 COOLIDGE HWY	\$ 150.00	RESTAURANT
COLLAB OF BEAUTY	22115 COOLIDGE HWY	\$ 225.00	HAIR SALON
DREAMS OF GOLD JEWELRY CORP	24760 COOLIDGE HWY	\$ 150.00	JEWELER
OAK PARK BARBERS	26003 COOLIDGE	\$ 225.00	BARBER
OAK PARK SOCIAL LLC	14691 W ELEVEN MILE RD	\$ 225.00	BAR
MONAGHAN'S TOWING INC	21680 FERN AVE	\$ 150.00	POLICE TOWING
RAM JEWELRY	21600 GREENFIELD RD # 105A	\$ 150.00	JEWELER
MAGIC DISCOUNT JEWELRY	21600 GREENFIELD RD # 108	\$ 150.00	JEWELER
SALON TRULY BLESSED RELOADED	21700 GREENFIELD RD # 104B	\$ 150.00	HAIR SALON
DE-TWAH LUXURY EYEWEAR LLC	21700 GREENFIELD RD # 313	\$ 150.00	RETAIL
RENAISSANCE JEWELERS	21700 GREENFIELD RD # 325	\$ 150.00	JEWELER
SAM'S DIAMONDS/BEST JEWELERS	21700 GREENFIELD RD # 354	\$ 150.00	JEWELER
TRUST JEWELERS	21700 GREENFIELD RD # 361	\$ 150.00	JEWELER
OSKA JEWELERS & REPAIR LLC	21700 GREENFIELD RD # 362	\$ 150.00	JEWELER
DIAMOND ISLAND OF GREENFIELD INC	21700 GREENFIELD RD # 390	\$ 150.00	JEWELER
THE LABORATORY EXPRESS LLC	21700 GREENFIELD RD # 490-10	\$ 150.00	HAIR SALON
TINA NAILS & SPA INC	24720 GREENFIELD RD	\$ 150.00	NAIL SALON
ALL ABOUT U MASSAGE	25900 GREENFIELD RD # 205	\$ 150.00	MASSAGE
STAPLES PROPERTY MANAGEMENT LLC	25900 GREENFIELD RD # 226	\$ 187.50	PROPERTY MANAGEMENT
S & S II CHARTER & TOURS	25900 GREENFIELD RD # 362	\$ 187.50	CHARTER BUS
STEP AND STYLE LLC	26080 GREENFIELD	\$ 150.00	RETAIL
DTLR INC	26130 GREENFIELD RD	\$ 150.00	RETAIL
LEO WEISS PLUMBING & HEATING	8500 W NINE MILE RD	\$ 150.00	CONTRACTOR
NEIGHBOR OAK PARK	8600 W NINE MILE RD	\$ 150.00	GAS STATION
SILVA'S EUROPEAN HAIR DESIGN	10132 W NINE MILE RD	\$ 150.00	HAIR SALON
COMMUNITY FAMILY DENTISTRY	10470 W NINE MILE RD	\$ 150.00	DENTIST OFFICE
ONYX MARKET	10850 W NINE MILE RD	\$ 150.00	LIQUOR STORE
MODERN NAILS	13720 W NINE MILE RD	\$ 150.00	NAIL SALON
AMERICAN DATA SECURITY	13070 NORTHEND AVE	\$ 150.00	PAPER SHREDDING

LIQUOR LICENSE RENEWALS - APRIL 1, 2024

(Subject to All Departmental Approvals)

NAME	ADDRESS	FEES	LICENSE TYPE
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



CITY OF OAK PARK, MI STAFF REPORT

5.H

AGENDA FOR: April 1, 2024

SUBJECT: Payment of invoices from OHM Advisors for GIS DWAM Grant, Nine Mile Road Construction, and new Nine Mile Road Design for the total amount of \$25,584.50

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

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

FINANCIAL STATEMENT:

<u>Project</u>	<u>This Period</u>	<u>Prior Billings</u>	<u>To Date</u>	<u>Current Contract</u>	<u>Account Number</u>
GIS DWAM Grant	\$2,013.75	\$221,250.25	\$223,264.00	\$240,000.00	592-18-538-970
Nine Mile Rd PE	\$21,290.75	\$0.00	\$21,290.75	\$95,000.00	202-18-479-970
Nine Mile Rd CE	\$2,280.00	\$341,638.91	\$343,918.91	\$450,000.00	202-18-479-970
Totals	\$25,584.50	\$562,889.16	\$588,473.66	\$785,000.00	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of \$25,584.50. Funding is available in the above listed accounts.

EXHIBITS:

1. Oak Park GIS DWAM
2. Nine Mile Rehabilitation - Greenfield to Cloverlawn PE
3. CE - Nine Mile Road Rehab

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: 03/19/2024

Invoice #: 73206

Project: 0037228040

Project Name: Oak Park GIS DWAM

For Professional Services Rendered Through: March 09, 2024

Professional Services

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Task 1: City & OHM Meetings	\$2,500.00	\$2,466.00	\$34.00	\$0.00
Task 2: Field Data Colleciton	\$160,000.00	\$156,145.00	\$3,855.00	\$0.00
Task 3: GIS Topology / Attribution Updates	\$30,000.00	\$29,995.75	\$4.25	\$0.00
Task 4: Application Development	\$45,000.00	\$30,501.00	\$14,499.00	\$1,878.75
Task 5: Eos GPS Configuration and Training	\$2,500.00	\$2,106.50	\$393.50	\$135.00
Totals	\$240,000.00	\$221,214.25	\$18,785.75	\$2,013.75

Invoice Total

\$2,013.75

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: 03/19/2024

Invoice #: 73206

Project: 0037228040

Project Name: Oak Park GIS DWAM**Task 4: Application Development***Professional Services*

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician II	3.00	120.00	\$360.00
Technician III	11.25	135.00	\$1,518.75
Professional Services Subtotal	14.25		\$1,878.75
Task 4: Application Development Total:	14.25		\$1,878.75

Task 5: Eos GPS Configuration and Training*Professional Services*

	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Technician III	1.00	135.00	\$135.00
Professional Services Subtotal	1.00		\$135.00
Task 5: Eos GPS Configuration and Training Total:	1.00		\$135.00

Total Backup: 15.25 \$2,013.75

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: 03/19/2024
Invoice #: 73208
Project: 0037240010

Project Name: Nine Mile Rehabilitation - Greenfield to Cloverlawn

For Professional Services Rendered Through: March 09, 2024

Professional Services				
Description	Fee	Prior Billed	Total Available	Current Billing
Nine Mile Rehabilitation - Greenfield to Cloverlawn	\$95,000.00	\$0.00	\$95,000.00	\$21,290.75
Invoice Total				\$21,290.75

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: 03/19/2024
Invoice #: 73208
Project: 0037240010

Project Name: Nine Mile Rehabilitation - Greenfield to Cloverlawn

Professional Services

	Hours	Rate	Amount
Associate	.75	205.00	\$153.75
Graduate Engineer I	2.50	135.00	\$337.50
Graduate Engineer II	42.00	145.00	\$6,090.00
Sr. Associate	16.00	215.00	\$3,440.00
Technician II	92.00	120.00	\$11,040.00
Technician IV	1.50	153.00	\$229.50
Professional Services Subtotal	154.75		\$21,290.75

Total Backup:	154.75	\$21,290.75
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REMIT TO:

OHM Advisors

34000 Plymouth Road

Livonia, MI 48150

T 734.522.6711

F 734.522.6427

OHM-Advisors.com

**INVOICE****CITY OF OAK PARK**

Attn: Kara Grisamer, City Engineer

10600 Capital Ave.

Oak Park, MI 48237

Invoice Date: 03/19/2024

Invoice #: 73207

Project: 0037230003

Project Name: CE - Nine Mile Road Rehab

For Professional Services Rendered Through: March 09, 2024

Professional Services

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
OHM	\$402,006.00	\$329,987.50	\$72,018.50	\$2,280.00
Sub - G2	\$54,994.00	\$25,342.41	\$29,651.59	\$0.00
Billing Adjustment	\$0.00	(\$13,691.00)	\$13,691.00	\$0.00
Totals	\$457,000.00	\$341,638.91	\$115,361.09	\$2,280.00

Invoice Total**\$2,280.00**

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



INVOICE

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

Invoice Date: 03/19/2024
Invoice #: 73207
Project: 0037230003

Project Name: CE - Nine Mile Road Rehab

OHM
Professional Services

	Hours	Rate	Amount
Professional Engineer/Architect IV	9.00	200.00	\$1,800.00
Technician II	4.00	120.00	\$480.00
Professional Services Subtotal	13.00		\$2,280.00
OHM Total:	13.00		\$2,280.00
Total Backup:	13.00		\$2,280.00



CITY OF OAK PARK, MI STAFF REPORT

5.1

AGENDA FOR: April 1, 2024

SUBJECT: The Municipal Services Department is requesting authorization to advertise for bids for the CDBG Program Year 2023 Senior Yard Services, M-772

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

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. \$30,000 has been allocated for program year 2023, with \$4,000 being paid to OLHSA for Applicant Pre-Qualification. Therefore, \$26,000 is allocated for lawn mowing and snow removal contracting for age and income-qualified seniors in Oak Park.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for Program Year 2023 Yard Services, M-772, be approved. Funding is available in the CDBG fund for this expenditure.

EXHIBITS:

None

Resolution of the City Council of Oak Park, Michigan

Urging State Leaders to Address the Inadequacy of State Statutory Revenue Sharing and Encouraging Other Michigan Cities to Join in This Effort

WHEREAS, the City of Oak Park, along with other local governments in Michigan, relies on state revenue sharing to provide essential services to its residents; and

WHEREAS, state revenue sharing in Michigan is divided into two types: constitutional and statutory, with the latter being subject to legislative appropriations; and

WHEREAS, the City of Oak Park has experienced a significant reduction in statutory revenue sharing, impacting the City's ability to fund essential services adequately, a challenge shared by many cities across Michigan; and

WHEREAS, projections calculated and provided by the Michigan Department of Treasury indicate a concerning trend for the City of Oak Park, with a yearly unfunded amount reaching approximately \$2,838,167 by the year 2025, and a cumulative unfunded amount of \$39.6M since 2004.

WHEREAS, State Revenue Sharing accounts for 18% of the City of Oak Park's General Fund budget; and

WHEREAS, this reduction in statutory revenue sharing places an undue financial strain on the City of Oak Park and other Michigan cities, necessitating either cuts in essential services or increased local taxation, both of which adversely affect residents;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Oak Park, Michigan, hereby urges the Governor of Michigan, the Michigan State Legislature, and other state leaders to:

1. Acknowledge the critical importance of statutory revenue sharing for the financial stability of local governments and the well-being of their residents;
2. Reassess and amend the current approach to statutory revenue sharing to ensure more stable and adequate funding for local governments;
3. Consider the long-term implications of reduced statutory revenue sharing on the quality of life in Michigan communities;
4. Engage in open and collaborative discussions with local government representatives, including a coalition of Michigan cities, to develop a more equitable and sustainable revenue-sharing model.

BE IT FURTHER RESOLVED that the City of Oak Park encourages other Michigan cities to adopt similar resolutions, thereby creating a unified voice to address this critical issue effectively.

BE IT FURTHER RESOLVED that copies of this resolution be sent to the Governor of Michigan, the Michigan State Legislature, local government associations, and municipalities across Michigan.

Adopted this first day of April, 2024, by the City Council of Oak Park, Michigan.

Year	Actual Const.	Actual Statutory	Unfunded
2003	1,986,091	2,494,953	-
2004	1,964,518	2,062,833	405,020
2005	2,025,601	1,957,852	586,734
2006	2,127,215	1,811,915	860,320
2007	2,098,461	1,723,362	912,752
2008	2,251,083	1,570,740	1,257,099
2009	2,123,042	1,570,740	1,096,253
2010	2,058,004	1,227,246	1,358,045
2011	1,978,008	1,307,242	1,177,557
2012	2,105,381	832,530	1,812,277
2013	2,148,968	891,996	1,807,565
2014	2,199,365	934,971	1,827,900
2015	2,233,909	963,516	1,842,749
2016	2,231,764	963,516	1,840,055
2017	2,360,390	963,516	2,001,636
2018	2,42,2734	987,322	2,056,148
2019	2,533,227	987,204	2,195,068
2020	2,530,764	841,590	2,337,588
2021	2,869,608	1,009,910	2,594,928
2022	3,150,668	1,030,108	2,927,802
2023	3,182,917	1,091,914	2,906,507
2024	3,262,564	1,157,326	2,941,149
2025	3,253,773	1,249,264	2,838,167



CITY OF OAK PARK, MI STAFF REPORT

8.A

AGENDA FOR: April 1, 2024

SUBJECT: Public hearing and adoption of Special Assessment Resolutions to confirm the rolls and set the due date of May 21, 2024 together with penalty of ten percent (10%) for Special Assessment Districts #712 - Delinquent Utilities, #713 - False Alarms, #714 - Property Blight and #715 - Miscellaneous Concrete Replacement.

DEPARTMENT: Finance

FROM: Steve Lukasik, Deputy Finance Director

SUMMARY: At the council meeting of March 18, 2024, City Council adopted Special Assessment Resolution No. 8, establishing April 1, 2024, as the date for the public hearing on the rolls of Special Assessment Districts #712 - Delinquent Utilities; #713 - False Alarms, #714 - Property Blight and #715 - Miscellaneous Concrete Replacement.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: To conduct the Public Hearing and adopt Special Assessment Resolution No. 9 to confirm the rolls, and Special Assessment Resolution No. 10, setting the due date of May 21, 2024, together with penalty of ten percent (10%) for Special Assessment Districts #712 - Delinquent Utilities; #713 - False Alarms, #714 - Property Blight and #715 - Miscellaneous Concrete Replacement.

EXHIBITS:

1. Resolution 9 and 10

**CITY OF OAK PARK
MICHIGAN**

SPECIAL ASSESSMENT RESOLUTION NO. 9

Meeting of the City Council April 1, 2024: 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 #712 - Delinquent Utilities; #713 - False Alarms, #714 Property Blight and #715 – Miscellaneous Concrete 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 #712, #713, #714 and #715, 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 1, 2024, 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 1st day of April, 2024.

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 1st day of April, 2024, at 7:00 P.M., at the City Hall, 14000 Oak Park Boulevard, in said City.

PRESENT:

ABSENT:

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

WHEREAS, by resolution adopted April 1, 2024, Special Assessment Rolls #712, #713, #714 and #715 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 21, 2024, 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 21, 2024.

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 1, 2024, 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 1st day of April, 2024.

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

8.B

AGENDA FOR: April 1, 2024

SUBJECT: Public Hearing to receive public comments regarding the request by Salud Eleven, LLC, D/B/A Salud Eleven, 14701 W. Eleven Mile, for the issuance of a Class C Liquor License.

DEPARTMENT: City Clerk

FROM: Ed Norris, City Clerk

SUMMARY: None

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Conduct the Public hearing

EXHIBITS:

None



CITY OF OAK PARK, MI STAFF REPORT

8.C

AGENDA FOR: April 1, 2024

SUBJECT: Resolutions approving issuance of a Class C Liquor License to Salud Eleven, LLC, D/B/A Salud Eleven, 14701 W. Eleven Mile.

DEPARTMENT: City Clerk

FROM: Ed Norris, City Clerk

SUMMARY: Salud Eleven, LLC D/B/A Salud Eleven located at 14701 W. Eleven Mile has applied for a Class C Liquor License and various related permits from both the Michigan Liquor Control Commission and the City of Oak Park. The license is recommended for approval subject to the following conditions:

1. The Michigan Liquor Control Commission issues a Class C Liquor License to Salud Eleven, LLC, D/B/A Salud Eleven located at 14701 W. Eleven Mile, Oak Park, Michigan 48237.
2. The Michigan Liquor Control Commission issues the following permit(s): Entertainment permit, as the Applicant may want to have live music and dancing.
3. Upon issuance of the Class C Liquor License and any related permits by the Michigan Liquor Control Commission, Salud Eleven shall provide the City Clerk's Office with copies of the License and permits along with a Certificate of Liquor Liability Insurance for the subject business.
4. Salud Eleven executes a Contract for a Class C Liquor License with the City of Oak Park, Michigan.
5. Salud Eleven must obtain all requisite building and related permits as well as a Business License from the Municipal Services Department prior to commencing operations at 14701 W. 11 Mile.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Approve the City of Oak Park Resolution and the State of Michigan resolution authorizing the issuance of the Class C Liquor License.

EXHIBITS:

1. Salud Eleven, LLC City Managers Memorandum
2. Resolution Granting Salud Eleven Class C Liquor License
3. Local-Government-Approval-Form-LCC106 Salud Eleven-1-1

TO: The Oak Park City Council

FROM: Erik Tungate, City Manager

DATE: March 21, 2024

RE: Approval of the Class C Liquor License Application
for Salud Eleven, LLC, D/B/A Salud Eleven, 14701 W. 11 Mile

PURPOSE(S) OF ACTION:

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

BACKGROUND/KEY ISSUES/CONTRIBUTING FACTORS:

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

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

Sec. 6-58. - Review procedures, require that the City Clerk distribute an application for a Class C Liquor License to the appropriate departments for certifications by the Director of Municipal Services that the building or structures to which the License will apply meet all applicable building and property maintenance codes or that acceptable building plans for work which will satisfy all such codes have been submitted, that the location is appropriately zoned for the proposed use and that any required zoning approvals, including conditional land use approval (site plan review), have been applied for or obtained and certification by the Director of Public Safety that the proposed Licensee(s) is/are of good moral character and that the Licensed Premises are in compliance with all applicable fire safety regulations. Also, the City Clerk must certify that the proposed licensee has a current valid license for operation of a restaurant at the proposed licensed premises or meets the applicable requirements for issuance of such a license. In addition, given that Subsection (c) (1) g. specifies that one of the review factors to be considered when analyzing a request for a license or related permit(s) is whether the applicant is delinquent on any taxes due the City, as part of its review process the Administration requires certification from the Finance Director or their designee that the proposed Licensee(s) is not in default on any obligations due the municipality and/or Oakland County (for anything that was transferred by the City to the County for collection).

Further, Subsection (b) (1) of Sec. 6-58 provides that when a completed application and fee have been received, the city council shall schedule a public hearing to consider the request for a new license and related permit(s). Subsection (e) then specifies that after review by staff and recommendation, and a public hearing, if the City Council is satisfied that the establishment or operation will provide a benefit to the City and constitute an asset to the community, it will adopt a resolution granting approval, subject to the satisfaction of any conditions stated in the resolution. Approval of the license shall be conditioned on any necessary remodeling or new construction for the use of the license being completed within six (6) months of the action of the City Council or the Michigan Liquor Control Commission approving such license, whichever last occurs. Any unusual delay in the completion of such remodeling or construction may subject the license to revocation. The Ordinance also includes provisions addressing the issuance of entertainment permits along with other regulatory provisions.

Appendix A, Zoning, Article 5, Division 3, Section 544 q addresses On-Premises Alcoholic Beverages and provides that such establishments may be permitted in certain zoning districts upon review of a Conditional Land Use Request (Site Plan Review) by the Planning Commission. At its meeting held on Monday, May 9, 2022, the City of Oak Park Planning Commission approved the Request of Salud Eleven, LLC, located at 14701 W. Eleven Mile for Conditional Land Use to operate with a Class C Liquor License.

Salud Eleven, LLC, D/B/A Salud Eleven, plans to apply to the Michigan Liquor Control Commission for a Class C Liquor License along with an Entertainment Permit(s) at 14701 W. Eleven Mile subject to City Council approval of its application. Prior to issuing a Class C Liquor License the Liquor Control Commission pursuant to MCL 436.1501 requires local government approval in the form of a resolution from the local legislative body. In addition, as outlined above, the Applicant has filed the requisite documents to seek the issuance of a license by the City permitting the service of spirits by the glass on the premises.

As stated previously, pursuant to Sec. 6-58 of the Code, when a completed application has been received the City Council shall schedule a public hearing to consider the request for a new license and related permit(s). In reference to the Application from Salud Eleven, LLC, D/B/A Salud Eleven located at 14701 W. Eleven Mile we are requesting that the Public Hearing on the Application be held at the April 1, 2024, Regular Meeting at 7:00 P.M. or as soon thereafter as the matter may be heard.

It is the recommendation of the Administration, subject to any comments, conditions, and/or explanations submitted by representatives of the appropriate departments, which are incorporated in the attached proposed Resolution Approving the Application of Salud Eleven, LLC, D/B/A Salud Eleven for the establishment, located at 14701 W. Eleven Mile for a Class C Liquor License and related entertainment permit(s) that at the conclusion of the Public Hearing after analyzing the review factors specified in Sec. 6-58 (c) of the Code that (unless evidence is presented that would serve as a basis for denial of the issuance of the license(s)/permit(s)) the City Council adopt resolutions approving the issuance of the licenses and permit(s) by both the Michigan Liquor Control Commission and the City of Oak Park.

SUPPORTING DOCUMENTATION/INFORMATION ATTACHED:

1. Proposed Local Government Approval Resolution for the Michigan Liquor Control Commission
2. Proposed Resolution Approving the Application of Salud Eleven, LLC, D/B/A Salud Eleven for the establishment, located at 14701 W. Eleven Mile for a Class C Liquor License and Related Permit(s)

xc: T. Edwin Norris, City Clerk

Kimberly Marrone, Director of the departments of Economic Development and Planning and Municipal Services

**A RESOLUTION OF THE OAK PARK, MICHIGAN, CITY COUNCIL
APPROVING THE REQUEST OF SALUD ELEVEN, LLC, D/B/A SALUD
ELEVEN FOR A CLASS C LIQUOR LICENSE AND RELATED PERMITS**

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

WHEREAS, Salud Eleven, LLC D/B/A Salud Eleven (hereinafter referred to as Salud Eleven) located at 14701 W. Eleven Mile has applied for a Class C Liquor License and various related permits from both the Michigan Liquor Control Commission and the City of Oak Park.

NOW, THEREFORE, BE IT RESOLVED, that Salud Eleven's application for a Class C Liquor License and various permits associated with that License is hereby approved subject to the following conditions:

1. The Michigan Liquor Control Commission issues a Class C Liquor License to Salud Eleven, LLC, D/B/A Salud Eleven located at 14701 W. Eleven Mile, Oak Park, Michigan 48237.
2. The Michigan Liquor Control Commission issues the following permit(s): Entertainment permit, as the Applicant may want to have live music and dancing.
3. Upon issuance of the Class C Liquor License and any related permits by the Michigan Liquor Control Commission, Salud Eleven shall provide the City Clerk's Office with copies of the License and permits along with a Certificate of Liquor Liability Insurance for the subject business.
4. Salud Eleven executes a Contract for a Class C Liquor License with the City of Oak Park, Michigan.
5. Salud Eleven must obtain all requisite building and related permits as well as a Business License from the Municipal Services Department prior to commencing operations at 14701 W. 11 Mile.

BE IT FURTHER RESOLVED, that subject to the conditions described in the immediately preceding paragraph and subparagraphs and all departmental authorizations, upon approval of a Class C Liquor License and related permits by the Michigan Liquor Control Commission for Salud Eleven, LLC, D/B/A Salud Eleven located at 14701 W. Eleven Mile, Oak Park, Michigan, 48237, the City Clerk is hereby authorized to issue a Class C Liquor License with an expiration date of April 30, 2025 to Salud Eleven, LLC; and

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

I hereby certify that the forgoing constitutes a true and complete copy of a resolution adopted by the City Council of the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on April 1, 2024 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267 of the Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

T. Edwin Norris, City Clerk



Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

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

Instructions for Local Legislative Body:

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

At a _____ meeting of the _____ council/board
(regular or special) (township, city, village)

called to order by _____ on _____ at _____
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from _____
(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): _____
(list specific licenses requested)

to be located at: _____

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it _____ this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

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

Print Name of Clerk

Signature of Clerk

Date

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

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

Michigan Liquor Control Commission

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

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

Fax to: 517-763-0059

**CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE**

Today's Date: _____

Applicant Information

Applicant/Business Name: _____

Applicant/Business Address: _____

Phone number: _____ E-Mail Address: _____

Relation of applicant to business: _____

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

Owner Information

Owner or manager of site: _____ Phone: _____

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: _____ Has this event been held previously? ☐ Yes ☐ No

Address or location of event: _____

Is this a City owned park? _____

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: _____

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

If yes, please describe how so: _____

Estimated number of people attending event? _____ Hours of Event: _____

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:

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.

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

Applicant's Signature

State of Michigan

ss

County of _____

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

My Commission expires: _____
Notary Public



SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Mountain Top International Word Ministry

24061 Coolidge Hwy

DATE: June 1, 2024 at 10:00 am – 4:00 pm

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
MUNICIPAL SERVICES <i>Kim Marrone</i> <i>*Dan Fairless</i>	N/A	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Public Safety to conduct periodic checks as part of normal patrol	30 mins	NA
RECREATION <i>Laurie Stasiak</i>	N/A	N/A	N/A
DPW <i>Dave DeCoster</i>	N/A	N/A	N/A
CITY ATTORNEY <i>Courtney Krause</i>			
ADMINISTRATION <i>Crystal VanVleck</i>			\$100 fee waived

**CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE**

Today's Date: 3/13/24

Applicant Information

Applicant/Business Name: Oak Park - Corridor Improvement Authority

Applicant/Business Address: 14300 Oak Park Blvd, Oak Park

Phone number: (248) 691-2350 E-Mail Address: mbishop@oakparkmi.gov

Relation of applicant to business: Manager of Authorities

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

Owner Information

Owner or manager of site: Michelle Bishop Phone: 810-571-0646

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: 6/1/24

* Brand new event

Has this event been held previously? ☐ Yes ☒ No

Address or location of event: On 9 mile - various locations between the Seneca and Sherman pocket parks

Is this a City owned park? Yes

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: - see attached

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

If yes, please describe how so:

see attached

Estimated number of people attending event?

300

Hours of Event:

1-4pm

Special Event License Application
Page 2

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.

Special Event License Application
Page 3

Technical/Support

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

musician in pocket park will need to plug in a speaker.

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: 10x10 tents in pocket parks, linear park and at various businesses

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.

Special Event License Application
Page 4

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



Applicant's Signature



Family **FUN FEST**

The Oak Park Corridor Improvement Authority (CIA) is thrilled to host a brand-new event, the "9 Mile Fun Fest", scheduled for Saturday, June 1 from 1 - 4pm. This free, family-friendly event will showcase the best of Oak Park's 9 Mile corridor, offering an afternoon of engaging activities for all ages.

Event Highlights:

- **Engaging activities for families:** Local daycares will transform their spaces with interactive activities like petting zoos, crafting stations, and musical entertainment.
- **Lively parks and sidewalks:** Linear and pocket parks will come alive with live music, captivating puppet shows, face painting, and creative sidewalk art.
- **Thriving businesses:** Local businesses will showcase themselves through sidewalk sales and family-oriented activities, highlighting the vibrant commercial district. Businesses may set up a tent for a promotion or sidewalk sale or offer sales within their business space.

FREE ACTIVITIES | LIVE MUSIC | GAMES

PRESENTED BY THE OAK PARK CORRIDOR IMPROVEMENT AUTHORITY



OP Family FUN FEST

SATURDAY, JUNE 1 | 1 - 4 PM

BETWEEN THE SENECA AND SHERMAN POCKET PARKS.
MOGO WILL BE OFFERING DISCOUNTED BIKE RIDES DURING THIS EVENT!

GET READY FOR AN AFTERNOON OF FUN!!

FACE PAINTING

ARTS & CRAFTS

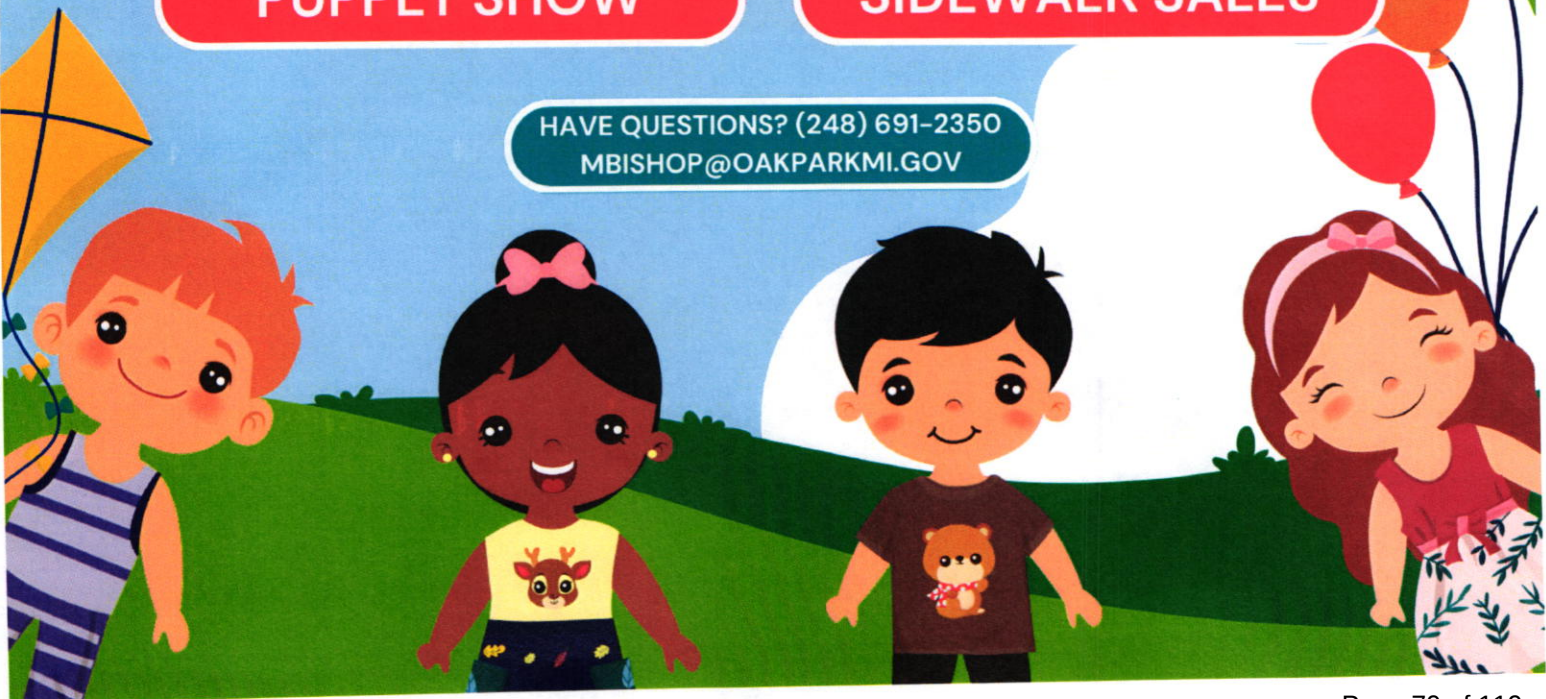
PETTING ZOO

STORY TIME

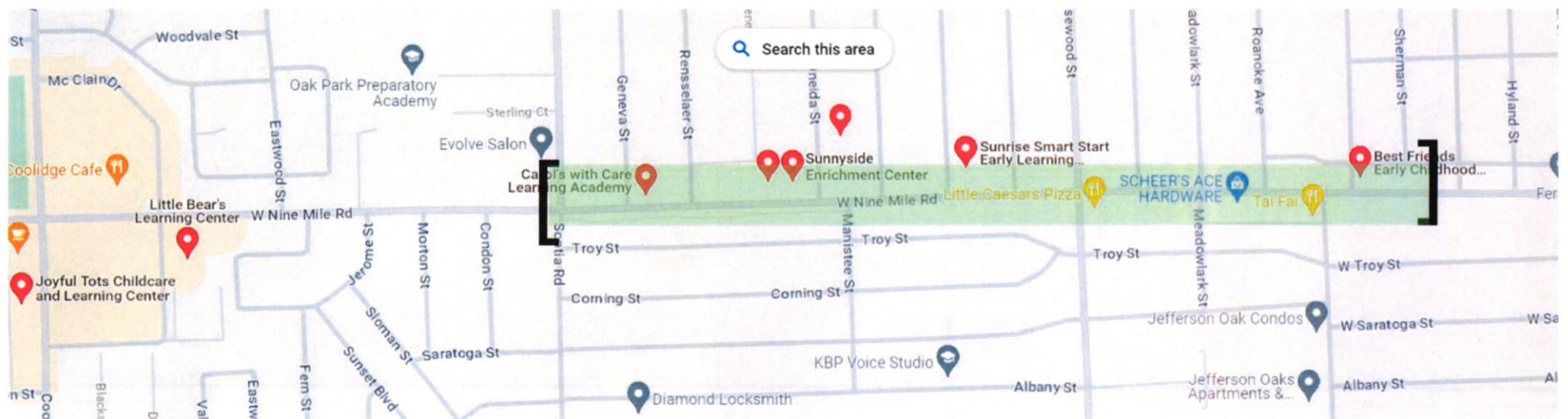
PUPPET SHOW

SIDEWALK SALES

HAVE QUESTIONS? (248) 691-2350
MBISHOP@OAKPARKMI.GOV



9 MILE FUN FEST LOCATION



SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Corridor Improvement Authority

Family Fun Fest

Along 9 Mile Rd

DATE: June 1, 2024 at 1:00 pm – 4:00 pm

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
MUNICIPAL SERVICES <i>Kim Marrone</i> <i>*Dan Fairless</i>	N/A	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Public Safety to conduct periodic checks as part of normal patrols	30 mins	NA
RECREATION <i>Laurie Stasiak</i>	Let us know how we can assist	N/A	N/A
DPW <i>Dave Decoster</i>	N/A	N/A	N/A
CITY ATTORNEY <i>Courtney Krause</i>			
ADMINISTRATION <i>Crystal VanVleck</i>			\$100 fee waived



CITY OF OAK PARK, MI STAFF REPORT

10.A

AGENDA FOR: April 1, 2024

SUBJECT: Request to award the bid for the 2024 Landscape Maintenance Contract to Capital Landscapes of Oak Park, MI, for a total amount of \$67,233.00.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: At the January 16, 2024 regular meeting of the Oak Park City Council, the request to bid the 2024 Landscape Maintenance Contract was approved. The project was advertised and 37 contractors viewed the documents. On February 22, 2024, two (2) bids were received and opened. The low bidder, Capital Landscapes of Oak Park, MI, submitted a bid of \$67,233.00. References were checked and all had positive responses.

FINANCIAL STATEMENT: Funding is available in the Major Streets, Local Street, and Public Works funds for this expenditure.

RECOMMENDED ACTION: It is recommended City Council award the bid for the 2024 Landscape Maintenance Contract to Capital Landscapes of Oak Park, MI, for a total amount of \$67,233.00. Funding is available in the Major Streets, Local Street, and Public Works funds for this expenditure.

EXHIBITS:

1. 2024 Landscaping Bid Tab

BID TABULATION

2024 LANDSCAPE MAINTENANCE PROJECT				Capital Landscapes		Paradise Garden Landscaping	
Bid Opening: Thursday, February 22, 2024 @ 11:30am				21700 Wyoming, Suite B Oak Park, MI 48237 (248) 509-9109		26220 Groesbeck Hwy. Warren, MI 48089 (586) 944-0020	
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Bi-weekly maintenance at the City Complex (See Exhibit A)	14	Weeks	\$1,600.00	\$22,400.00	\$2,181.42	\$30,539.90
2	Bi-weekly maintenance at the Nine Mile and Coolidge Hwy. Intersection (See Exhibit B)	14	Weeks	\$650.00	\$9,100.00	\$2,349.06	\$32,886.90
3	Bi-weekly maintenance at the city welcome signage and DPW Service Center (See Exhibit C)	14	Weeks	\$195.00	\$2,730.00	\$1,278.62	\$17,900.70
4	Bi-weekly maintenance at the Nine Mile Corridor (See Exhibit D)	14	Weeks	\$195.00	\$2,730.00	\$2,987.38	\$41,823.30
5	Fertilizer and Broadleaf application on all turf areas	4.00	Apps	\$1,287.00	\$5,148.00	\$1,750.00	\$7,000.00
6	Mulch placement (3" of Brown Double Shredded Hardwood)	150	CYD	\$70.00	\$10,500.00	\$115.00	\$17,250.00
7	Spring Clean up	1	Each	\$6,500.00	\$6,500.00	\$17,605.35	\$17,605.35
8	Fall Clean up	1	Each	\$8,125.00	\$8,125.00	\$27,410.40	\$27,410.40
TOTAL COST:				\$67,233.00		\$192,416.55	

Additional Bidders

None



CITY OF OAK PARK, MI STAFF REPORT

10.B

AGENDA FOR: April 1, 2024

SUBJECT: Request to award the bid for the 2024 Lawn Maintenance Contract to Capital Landscapes of Oak Park, MI, for a total amount, with alternates, of \$96,499.20.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: At the January 16, 2024 regular meeting of the Oak Park City Council, the request to bid the 2024 Lawn Maintenance Contract was approved. The project was advertised and 37 contractors viewed the documents. On February 22, 2024, five (5) bids were received and opened. The low bidder, Capital Landscapes of Oak Park, MI, submitted a total bid of \$96,499.20. References were checked and all had positive responses.

FINANCIAL STATEMENT: Funding is available in the Major and Local Street funds, Water & Sewer Fund, and Public Works funds for this expenditure. Oak Park will be reimbursed \$14,263 from the RCOC and MDOT for the portion of this work done on their roads.

RECOMMENDED ACTION: It is recommended City Council award the bid for the 2024 Lawn Maintenance Contract to Capital Landscapes of Oak Park, MI, for a total amount, with alternates, of \$96,499.20. Funding is available in the Major and Local Street funds, Water & Sewer Fund, and Public Works funds for this expenditure.

EXHIBITS:

1. 2024 Lawn Bid Tab

BID TABULATION

2024 Lawn Maintenance Contract

Bid Opening Date: February 22, 2024 @ 11:00am

Page 1 of 1

Capital Landscapes
21700 Wyoming, Suite B
Oak Park, MI 48237
(248) 509-9109**Xpert Lawn and Snow**
2111 Walter P. Reuther Dr.
Warren, MI 48091
(248) 721-0794**Premier Group**
2221 Bellevue St.
Detroit, MI 48207
(313) 363-1886

Bid Group	Item #	Item Description	Quantity	Unit	Amount	Amount	Amount
A	1	Kingston / Water tank / Gardens (behind parking)	4.20	Acres	\$88.00	\$140.00	\$185.00
	2	Harding Tot Lots (Dead end of Harding)	0.40	Acres	\$20.00	\$30.00	\$75.00
	3	Tyler Park (adjecent to Tyndall School)	8.00	Acres	\$132.00	\$270.00	\$340.00
	4	Lincoln Blvds. (Greenfield Rd. to Coolidge Hwy.)	1.30	Acres	\$107.00	\$100.00	\$85.00
	5	Rothstein / Victoria Parks	20.00	Acres	\$339.00	\$660.00	\$800.00
	6	I-696, 10 Mile Road - Greenfield to Sherman Bridge	9.00	Acres	\$182.00	\$315.00	\$525.00
	7	10 Mile Pump Station area (13641 Ten Mile Rd.)	0.20	Acres	\$58.00	\$20.00	\$75.00
	8	Greenfield green belts (north and south of Oak Park Blvd.)	3.80	Acres	\$88.00	\$133.00	\$225.00
	9	Oak Park Blvds. (Greenfield Rd. to Ferndale)	3.00	Acres	\$232.00	\$200.00	\$175.00
	10	City Complex (not including Shepherd Park)	8.75	Acres	\$590.00	\$305.00	\$140.00
	11	Nine Mile and Coolidge Intersection	2.00	Acres	\$214.00	\$150.00	\$125.00
	12	9 Mile Road green belts (McClain to Rosewood Ave.)	6.70	Acres	\$158.00	\$220.00	\$400.00
	13	9 Mile Road green belts (Greenfield to Church)	1.25	Acres	\$107.00	\$75.00	\$85.00
	14	Hubbell / Stratford / Greenbriar Green belts	5.40	Acres	\$101.00	\$180.00	\$300.00
	15	8 Mile Pump Station (20751 Coolidge Hwy.)	0.70	Acres	\$70.00	\$25.00	\$75.00
	16	Oneida Blvds. (Seneca Ave. to Dartmouth Ave.)	0.20	Acres	\$7.00	\$25.00	\$75.00
	17	Majestic Outlot (dead end of Majestic)	0.20	Acres	\$13.00	\$20.00	\$75.00
	18	Northfield Blvds. (Coolidge Hwy. to Scotia Rd.)	0.60	Acres	\$82.00	\$50.00	\$75.00
	19	McClain / Granzon	0.90	Acres	\$38.00	\$45.00	\$75.00
	20	Troy Avenue green belt	0.50	Acres	\$26.00	\$25.00	\$75.00
	21	Lessenger Park	2.60	Acres	\$63.00	\$95.00	\$100.00
	22	Albany green belts (Coolidge Hwy. to Rosewood Ave.)	10.10	Acres	\$182.00	\$325.00	\$550.00
	23	DPW Service Center (10600 Capital Ave.)	0.40	Acres	\$26.00	\$20.00	\$138.00
	24	Meyers Blvds. (Capital Ave. to Eight Mile Road)	2.30	Acres	\$51.00	\$80.00	\$90.00
	25	Cul-de-Sacs (39 Locations around town)	1.20	Acres	\$233.00	\$195.00	\$1,600.00
TOTAL BID AMOUNT PER WEEK (A) (Items 1-25)					\$3,207.00	\$3,703.00	\$6,463.00

Bid Group	Item #	Item Description	Quantity	Unit	Amount	Amount	Amount
ALT-B	26	8 Mile Blvds. / Greenfield to Meyers (Mowing)	9.00	Acres	\$273.60	\$315.00	\$525.00
TOTAL BID AMOUNT PER WEEK (ALT-B) (Item 26)					\$273.60	\$315.00	\$525.00

Bid Group	Item #	Item Description	Quantity	Unit	Amount	Amount	Amount
ALT-C	27	8 Mile Blvds. / Greenfield to Meyers (Picking)	9.00	Acres	\$142.50	\$200.00	\$525.00
TOTAL BID AMOUNT PER WEEK (ALT-C) (Item 27)					\$142.50	\$200.00	\$525.00

TOTAL GROUP A (ITEMS 1-25) x 28 WEEKS					\$89,796.00	\$103,684.00	\$180,964.00
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TOTAL GROUP ALT-B (ITEM 26) x 12 WEEKS					\$3,283.20	\$3,780.00	\$6,300.00
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TOTAL GROUP ALT-C (ITEM 27) x 24 WEEKS					\$3,420.00	\$4,800.00	\$12,600.00
--	--	--	--	--	------------	------------	-------------

GRAND TOTAL:					\$96,499.20	\$112,264.00	\$199,864.00
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Additional Bidders:

Gro Control - \$222,536.00

Paradise Garden Landscaping - \$239,652.00



CITY OF OAK PARK, MI STAFF REPORT

10.C

AGENDA FOR: April 1, 2024

SUBJECT: Request to award the sole source contract to JDC for the total amount of \$134,950.00 for the repairs to DPW vactor equipment.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Our “Vactor” Truck is a specialty piece of equipment that is used in the Department of Public Works for jetting / cleaning sewer lines, hydro-excavation projects, as well as water main repairs. The chassis and vactor equipment were originally purchased in 2001. While the chassis is still in good condition, after 23 years of use, the vactor portion of the truck is in dire need of upgrades. A new piece of similar equipment would cost well over \$500,000. Over the past six months, DPW staff has been working to find vendors that can rebuild the equipment as it would be a fraction of the cost to buy a new piece of equipment. Vactor only has one authorized dealer in the State of Michigan. We have met with this dealer, JDC, multiple times and are presenting the following recommendation for repairs from this sole-source dealer.

FINANCIAL STATEMENT: There is \$137,700 budgeted in the FY 2023-24 Water / Sewer Fund (592-18.550-970) for this expenditure.

RECOMMENDED ACTION: It is recommended City Council award the sole source contract to JDC for the total amount of \$134,950.00 for the repairs to our vactor equipment. Funding is available in the FY 2023-24 Water / Sewer Fund (592-18.550-970) for this expenditure.

EXHIBITS:

1. City Manager Certification Memo
2. Vactor Repair Quote



CITY OF OAK PARK

OFFICE OF THE CITY MANAGER

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

Date: Monday, April 1, 2024
To: Mayor and City Council
From: Erik Tungate, City Manager
Subject: Sole Source certification – Vactor Repair

The Oak Park Code of Ordinances requires competitive sealed bidding for purchases or contracts over \$25,000.00. The ordinance also allows for exceptions to competitive sealed bidding as stated in Section 2-379 (3). It reads:

When the city manager certifies in writing to the council that the materials, supplies or public improvements needed to best serve the interests of the city are available from only a single vendor, supplier, or contractor, the council may authorize the execution of a contract, in accordance with section 2-381.

Upon review, I am certifying that JDC meets the requirements of a sole source vendor for the purpose of the repairs and installation of new equipment for the Public Works vactor truck #527. JDC is the only Vactor dealer in the State of Michigan. The truck was originally purchased from JDC in 2001 and JDC has the experience with this piece of specialty equipment.

Please accept this memo, as required by ordinance, for the certification JDC as a sole source vendor for repairs and installation of equipment of the Public Works vactor truck #527.

I am available should you have any questions regarding this project.



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 67006

Date: 2/27/2024
Time: 14:12

Invoice To:

OAK PARK, CITY OF
13600 OAK PARK BLVD.
OAK PARK MI 48237

Ship To:

OAK PARK, CITY OF
13600 OAK PARK BLVD.
OAK PARK MI 48237

INFORMATION

Job Code:	67006	Branch:	1100
Service Date:	2/20/2024	Warehouse:	1100
Exp. Complete Date:	2/20/2024	Site Code:	_MAIN
Type:	EXTERNAL	Cust. Code / Name:	OAKP0001
Mechanic:	UNALLOCATED MECHANIC BR 1100	Customer Eq. No.:	
Make / Model :	VA/2110-J4	Serial Number:	01-02-7616
Equipment No.:	22508	Meter Read(Hrs):	5908.00
Equipment Desc:	2110-J4	Meter Read(Kms):	0.00
Reason:	SERVICE RETAIL WORK TO BE BILLED TO CUSTOMER	Job Desc:	CITY OF OAK PARK ESTIMATE FOR REPAIRS

NOTES

Note:

ESTIMATE IS FOR REPAIRS TO UNIT 01-02-7616 THIS ESTIMATE IS FOR ALL KNOWN ISSUES AT THE TIME OF EVALUATION ON 2-14-24 . THE ESTIMATE INCLUDES ALL ASSOCIATED PARTS AND LABOR AND SUPPLIES NEEDED TO PERFORM THE KNOWN REPAIRS. ALL CHASSIS REPAIRS ARE RESPONSIBLE TO OAK PARK AS DISCUSSED. THE VACUUM SYSTEM REPAIRS HAVE BEEN REMOVED FROM THIS ESTIMATE AND HOSE REEL REPAIRS HAVE BEEN REVISED 2-27-24.

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
OTHER						
MISC PART	NEW JDC 10 YARD DEBRIS BODY WITH OUT PUMP OFF/ REFURBISHED REAR DOOR PAINTED TO CUSTOMER SPECIFIED COLOR	2/21/2024	1.00	\$88,000.00	0.00%	\$88,000.00
MISC PART	BOOM SYSTEM REPAIRS TO INCLUDE NEW INNER AND OUTER VACUUM TUBES, REPLACEMENT OF INNER SQUARE SLIDING BOOM TUBE, UPPER AND LOWER BOOM HOSES , END FLANGES AND BOOM ELBOW.	2/21/2024	1.00	\$14,000.00	0.00%	\$14,000.00
MISC PART	HOSE REEL REPAIRS TO INCLUDE NEW ROTECK BEARING, NEW LOCKS, RESEAL FRONT AND REAR HYDRAULIC CONTROL VALVES.	2/21/2024	1.00	\$8,000.00	0.00%	\$8,000.00

THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
QUOTE DOES NOT INCLUDE TAX

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM



NORTHVILLE
777 DOHENY Dr
Northville MI 48167

JOB CARD (ESTIMATE)

No: 67006

Date: 2/27/2024
Time: 14:12

DETAILS

Part No.	Description	Date	Qty	Unit Sell	Discount	Line Sell
MISC PART	MISC MODULE REPAIRS TO INCLUDE WORN OR OIL SOAKED WATER AND HYDRAULIC HOSES, HIGH PRESSURE BALL VALVES, UPDATED RODDER PUMP SHIFTING RELAY AND PROX HARNESS, NEW REAR BUMPER WITH NEW RODDER DRAIN VALVES, RODDER PUMP FLOOD LINES, BOOM LIGHTS INLET HEAD SEAL	2/21/2024	1.00	\$7,500.00	0.00%	\$7,500.00
MISC PART	COMPLETE HXX KIT WITH REEL AND DIG GUN, LANCES 3 TIPS EARTHQUAKER DIG TUBE AND UPDATED HIGH PRESSURE WASH DOWN GUN	2/21/2024	1.00	\$6,850.00	0.00%	\$6,850.00
MISC PART	HYDRAULIC REPAIRS RE BUILD INNER HYD BOOM EXTEND CYL, REPLACE LEAKING LEFT AND RIGHT BOOM SWING CYLINDERS REPLACE LEAKING BOOM LIFT CYL, REPLACE LEAKING HOSE REEL EXTEND CYL, REPLACE CUSTOMER SUPPLIED DEBRIS BODY LIFT HYD CYL. CHANGE MILKY HYD OIL /FILTER	2/21/2024	1.00	\$7,600.00	0.00%	\$7,600.00
Total OTHER:						\$131,950.00
SSHPSUPPLY						
SHOP SUPPLIES	SHOP SUPPLIES		1.00	\$3,000.00	0.00%	\$3,000.00
Total SSHPSUPPLY:						\$3,000.00

Name: _____

Total For Job 67006: \$134,950.00

Signature: _____

Date: _____

**THIS QUOTE IS VALID FOR 30 DAYS AND IS SUBJECT TO STOCK AVAILABILITY WHEN YOUR ORDER IS RECEIVED
QUOTE DOES NOT INCLUDE TAX**

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE TEAMJDC.COM



CITY OF OAK PARK, MI STAFF REPORT

10.D

AGENDA FOR: April 1, 2024

SUBJECT: Request to award the bid for the Water Service Line Hydro Excavation Project, M-736 to Duke's Root Control of Elgin, IL, for a total bid amount of \$224,890.74

DEPARTMENT: City Clerk

FROM:

SUMMARY:

FINANCIAL STATEMENT:

RECOMMENDED ACTION:

EXHIBITS:

1. Bid Tab_Hydro Excavation
2. 2024 Hydro Excavate_Award_04012024

BID TABULATION

WATER SERVICE LINE EXCAVATION PROJECT, M-736 BID OPENING DATE: THURSDAY, MARCH 21, 2024 at 2:00 PM				Dukes Root Control, Inc. 400 Airport Road, Suite E Elgin, IL 60123 (800) 447-6687		M.L. Chartier Excavating, Inc. 9195 Marine City Hwy. Fair Haven, MI 48023 (586) 725-8373		Taplin Group, LLC 5140 W. Michigan Ave. Kalamazoo, MI 49006 (269) 375-9595	
Item No.	Description	Quantity	Unit	Price	Amount	Price	Amount	Price	Amount
1	Mobilization, Max 5%	1	LSUM	\$7,500.00	\$7,500.00	\$10,800.00	\$10,800.00	\$11,000.00	\$11,000.00
2	Minor Traffic Device, Modified SP	1	LSUM	\$5,105.00	\$5,105.00	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00
3	Pavement Removal, Modified SP	300	SYD	\$34.25	\$10,275.00	\$5.00	\$1,500.00	\$45.00	\$13,500.00
4	Hydro-Excavation of Service Line	370	EACH	\$409.00	\$151,330.00	\$520.20	\$192,474.00	\$585.00	\$216,450.00
5	Sidewalk Conc.- NonReinf. Modified SP 4" Concrete sidewalk	2,000	SFT	\$13.00	\$26,000.00	\$4.00	\$8,000.00	\$17.75	\$35,500.00
6	Sidewalk Conc.- NonReinf. Modified SP 6" Conc. Sidewalk / Drive Approach	700	SFT	\$15.00	\$10,500.00	\$6.00	\$4,200.00	\$20.50	\$14,350.00
7	Project Clean Up	1	LSUM	\$14,180.94	\$14,180.94	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
TOTAL COST					\$224,890.94		\$224,974.00		\$298,300.00

Additional Bidders:

Pipeline Management Co.: \$324,954.00

Positive Energy: \$626,115.00

SUBJECT: Request to award the bid for the Water Service Line Hydro Excavation Project, M-736 to Duke's Root Control of Elgin, IL, for a total bid amount of \$224,890.74.

SUMMARY: At the February 6, 2023 regular meeting of the Oak Park City Council, the request to bid the Water Service Line Hydro Excavation Project, M-736 was approved. The project was advertised and 35 contractors viewed the documents. On March 21, 2024, five (5) bids were received and opened. The low bidder, Duke's Root Control of Elgin, IL submitted a bid of \$224,890.74. References were checked and had positive responses.

FINANCIAL STATEMENT: Funding is available in the Water / Sewer fund (592-18.538-970) for this expenditure. We were also awarded a Drinking Water Asset Management (DWAM) Grant for this project and will be reimbursed a total of \$180,981.00.

RECOMMENDED ACTION: It is recommended City Council award the bid for Water Service Line Hydro Excavation Project, M-736 to Duke's Root Control of Elgin, IL for the low bid amount of \$224,890.74. With the Grant reimbursement of \$180,981.00, the total net expenditure will be \$43,909.74. Funding is available in the Water / Sewer fund (592-18.538-970) for this expenditure

EXHIBITS: Bid Tab



CITY OF OAK PARK, MI STAFF REPORT

11.A

AGENDA FOR: April 1, 2024

SUBJECT: An ordinance to amend Chapter 10, Article VII, Circuses and Special Events, of the Code of Ordinances of the City of Oak Park, Michigan, by amending the Article Title, Division 1 Sections 10-251 through 10-253, and Division 2 Sections 10-266 through 10-273 thereof

DEPARTMENT: City Clerk

FROM: Ed Norris, City Clerk

SUMMARY: The amendments to the Special Event ordinance include changes that clean up and update the language to better reflect the intention of the ordinance.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: Approve the first reading of the proposed ordinance.

EXHIBITS:

1. Oak Park -Special Events Ordinance - 2024 Proposed Amendments

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CHAPTER 10, ARTICLE VII, CIRCUSES AND SPECIAL EVENTS, OF CHAPTER 10, AMUSEMENTS AND ENTERTAINMENTS, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN, BY AMENDING THE ARTICLE TITLE, DIVISION 1 SECTIONS 10-251, THROUGH 10-253, AND DIVISION 2 SECTIONS 10-266 THROUGH, 10-267, and 10-273 THEREOF.

THE CITY OF OAK PARK ORDAINS:

SECTION 1. Chapter 10, Amusements and Entertainments, Article VII, Circuses and Special Events, Division 1- Generally, Sections 10-251 through Section 10-251-10-253, and Division 2-License, Sections 10-266 through 10-273, Definitions, of Division 1, Generally, of Article VII, Circuses and Special Events, of Chapter 10, Amusements and Entertainments, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:

ARTICLE VII. – SPECIAL EVENTS

DIVISION 1. - GENERALLY

Sec. 10-251. – Definitions.

~~(a)~~ The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Circus means a show open to the public including, but not limited to, feats of physical skill and daring, wild animal acts, and performances by jugglers and clowns.~~

~~Special event means any event that occurs on a non-permanent basis, that is different from the normal lawful use of the premises where the event is to be held, may not otherwise be permitted by the zoning ordinance, or which may require City resources over and above those routinely provided what has already been allocated, or that requires exclusive use of city property, or that includes the use of a tent regulated by the International Fire Code, and is of such a nature as to be acceptable to the general public with regard to morals, safety features and the conduct of the special event participants. Pursuant to Section 10-266 of this Article, other than those city-sponsored events for which financing has been allocated in the budget, a special event may not be held without a license issued by City Council, shortterm activity open to the public including, but~~ A special event includes but is not limited to, a sale, bazaar, other market, an outdoor festival, flea market, outdoor rummage sale, sidewalk sale, outdoor grand opening, use of large balloons or tents, balloon rides, spotlights, block party, fun run, bicycle race, walk-a-thon, and similar types of activities which may or may not be designed for pecuniary profits, which do not require a

~~permanent site or business location, are of such a nature as to be acceptable to the general public with regard to morals, safety features and the conduct of the special event participants, and may not otherwise be permitted by the zoning ordinance.~~

~~(b) Any circus or special event involving or including mechanical rides or miniature mechanical rides shall also comply with the requirements of article V of this chapter.~~

~~(Code 1973, § 5-131)~~

Sec. 10-252. - Prohibited events.

No special event judged to be a nuisance, safety hazard or otherwise not conforming to public welfare or morals shall be permitted and no license shall be issued to such event.

Sec. 10-253. - Operation; public conduct.

The operation of any ~~circus or~~ special event must be orderly and in keeping with the nature of ~~the event~~ at all times. It shall be unlawful for any person attending such ~~event~~ to create a disturbance, ~~in the audience~~. It shall also be unlawful for the licensee to operate the event so as to permit or encourage the creation of disturbances or breaches of the peace.

Secs. 10-254—10-265. - Reserved.

DIVISION 2. - LICENSE~~Section 10-266, Required, of Division 2, License, of Article VII, Circuses and Special Events, of Chapter 10, Amusements and Entertainments, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:~~

Sec. 10-266. – Required.

~~—No person shall conduct, operate, exhibit, show or cause or permit to be conducted, operated, exhibited or shown in any place owned, leased, managed or controlled by ~~him~~, any ~~circus or~~ special event in the city without first completing a special event application and obtaining a license, ~~therefor~~. ~~However, a city-sponsored event that was previously considered in the last budget process, for which resources have been allocated in the city's current budget, do not require a Special Event license.~~ If the event requires the use of city property that is available for rent (i.e., park shelters, community center rooms, etc.), a rental agreement must be obtained, and the event will not require a Special Event license unless the event requires city services over and above what has already been allocated~~those routinely provided, or or~~ requires the exclusive use of city property. The special event sponsor shall be responsible for complying with all traffic control and safety procedures required by State Law and the city during the special event. ~~These requirements will be indicated in the event license, and additional~~ Additional conditions ~~requirements may be required made by the city during the event~~ as may be necessary for the safety of the public, including, but not limited to:~~

- 1) The obtainment of insurance coverage for the special event as set forth in this ordinance;

Commented [CV1]: "requires the exclusive use of city property outside of the rental" (i.e. you can rent a shelter without needing a special event license but if you want the shelter and land outside of it, it needs special event)

Commented [KM2R1]: Do we reserve the land outside of the shelters? I feel that is more first come first serve. We may want to ask Laurie.

Commented [CV3R1]: @Kimberly Marrone that's why we added that - essentially if you just want a shelter or room rental it's not a special event but if you're asking for a shelter rental and exclusive use of surrounding property or of the community center there it needs to be approved.

- 2) The implementation of various health and safety precautions to minimize the risk of participants;
- 3) Additional fees to reimburse the city for resources over and above those routinely provided;
- 4) Providing a bond or cash deposit to the city to ensure that all costs and fees associated with the special event are paid and to reimburse the city for its expense in providing city services which were not anticipated when the license permit was issued; and
- 5) Restrictions as to the times and locations that the special event will be held.

1

(Code 1973, § 5-134)

~~SECTION 3.~~ ~~Section 10-267, Application contents; fee, of Division 2, License, of Article VII, Circuses and Special Events, of Chapter 10, Amusements and Entertainments, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:~~

Commented [KM4]: Why is this crossed off? It is part of the resolution language to change the ordinance.

Commented [CV5R4]: @Kimberly Marrone this is from Francis' original amendments and we've made a slew of changes since then so I figured we'd cross all this out and let the attorneys place that in - I essentially just went back to including only what's actually written in the ordinance now

Section 10-267. – Application ~~contents~~; fee.

~~(a)~~ Applications for a special event license shall be made to the city clerk by the person or entity which will conduct or perform the ~~circus or~~ special event at least 3021 days before the proposed event. ~~and shall include:~~

~~(1) The name of the applicant;~~

~~(2) All of the partners, if the applicant is a partnership;~~

~~(3) All of the officers and directors, if the applicant is a corporation;~~

~~(4) The present residence addresses of all such persons;~~

(5) The address at which the event is to be conducted;

(6) If the circus or special event is being performed or conducted at other locations before and/or after being conducted in the city, a complete itinerary for 30 days before and 30 days after the requested date, with names, addresses, and telephone numbers of contact persons in each such location;

(7) A complete description of the nature of the event, including dates and times of all scheduled performances for which approval is requested, estimated attendance, and facilities to be utilized, including plans and locations for required parking; and

(8) Information as to whether the applicant has ever been convicted of a felony.

(9) A designation as to whether the City of Oak Park (including all associated boards and commissions) is holding the event or co-sponsoring the event with a separate organization. If the City of Oak Park is holding the event or co-sponsoring the event, the city and separate organization's estimated financial contributions must be presented to the city council for approval.

~~(b) The applicant shall also furnish written consent from the owner of the property where the event is to be held, along with site plans and layouts of the event area for information and inspection purposes, all of which shall be filed with the city clerk prior to such application being considered.~~

Commented [CV6]: Remove from ordinance - INCLUDE IN APPLICATION

~~(c)(b)~~ A nonrefundable application fee shall be paid ~~at the time the application is approved~~. The amount of the fee shall be determined by resolution of the city council from time to time.

———If requested by the applicant, the city council may waive the application fee for applications submitted by non-profit or neighborhood groups.

(Code 1973, § 5-135; Ord. No. O-02-463, § 1, 5-20-02)

SECTION 4. ~~Section 10-269, Council approval; issuance, of Division 2, License, of Article VII, Circuses and Special Events, of Chapter 10, Amusements and Entertainments, of the Code of Ordinances of the City of Oak Park is hereby amended to read as follows:~~

Commented [KM7]: Same as Section 3 above comment.

Sec. 10-268. - Investigation; recommendation to council.

The city clerk shall refer such applications to the city manager, who shall instruct the various city departments to make an investigation of all phases of the proposed **special** event, including, but not limited to, the suitability of the proposed site and facilities, including required parking, plans for crowd control, and safety. Each department shall itemize expected departmental activities required for the special event, showing hourly rate and total cost. The total special event management costs to the city shall be the sum of each department's cost. The application will also be assessed for the potential liability risk to the City of Oak Park and may require liability insurance as detailed in Section 10-270.

~~After these investigations, cost estimates and risk categories are concluded, a report and recommendation will be made to city council.~~

~~After these investigations and cost estimates are concluded, the city manager shall submit the application, together with his or her report and recommendations, to the city council.~~

Sec. 10-269. -Consideration for Council ~~a~~ **approval; issuance.**

~~(a) Upon completion of departmental investigations and cost analyses, Upon completionAs a result of the investigationreview of the event and review by the city administration and city council, the city council may place, the city has the right to deny an application for a special event license. Considerations for issuance of a special event license shall include, but are not limited to:~~

- ~~1) Whether the special event will disrupt traffic within the city beyond practical solution or will interfere with access to fire stations and fire hydrants;~~
- ~~2) Whether the location of the special event will cause undue hardship to adjacent businesses or residents or affect the use or enjoyment of public or private property;~~
- ~~3) Whether the special event will require the diversion of so many public employees that allowing the special event would unreasonably compromise service to the remainder of the city;~~
- ~~4) Whether the application is fully and accurately completed;~~
- ~~5) Whether the applicant complies with all terms of this article including remittance of all fees and deposits, provided all required indemnification and proof of insurance, bonds, and a save harmless agreement to the city if applicable;~~

6) Whether the applicant is in default on any debt or obligation owing to the City;
7) Whether the special event has made adequate plans for the protection of the public health, safety and welfare of the area of the proposed event;

8) Whether there are concerns raised during the investigation regarding the special event which impact the general health, public safety and welfare of the city; or

9) Other similar reasons that approval of the special event is not in the best interests of the city.

Further, special conditions may be placed on the event, including but not limited to:

6) If the application is approved, the city clerk will issue the appropriate license upon completion of all requirements under this article. Upon issuance, the special event license may include certain reasonable time, place, and manner restrictions as a condition to granting such license if such restrictions are reasonable and necessary for the protection of the public health, safety and welfare. The obtainment of insurance coverage for the event as set forth in this ordinance

7) The implementation of various health and safety precautions to minimize the risk of participants

8) Additional costs to reimburse the city for resources over and above those routinely provided

9) Providing a bond or cash deposit to the city to ensure that all costs and fees associated with the event are paid and to reimburse the city for its expense in providing city services which were not anticipated when the permit was issued

10) Restrictions as to the times and locations that the event will be held

Upon approval, additional costs may be assessed for resources over and above those routinely provided or council may waive such costs. The city reserves the right to cancel or stop an event if the special conditions required for approval of the event are not being met. The city also has the authority to cancel or stop an event, or place additional restrictions on the event, if it is deemed that the public health, safety, or welfare would be better served with additional restrictions. If the application is approved, the city clerk will issue the appropriate license upon completion of all requirements under this article, and payment of the performance deposit required by section 10-271. The license shall be issued for a period to be established by the city council and may include reasonable time, place, and manner restrictions if the city council determines that such restrictions are reasonable and necessary for the protection of the public health, safety and welfare.

(9) A designation as to whether the City of Oak Park (including all associated boards and commissions) is holding the event or co-sponsoring the event with a separate organization. If the City of Oak Park is holding the event or co-sponsoring the event, the city and separate organization's estimated financial contributions must be presented to the city council for approval.

(b) The city council shall determine the type of event as follows, and the city clerk shall calculate the estimated dollar amount of the "total special event management costs to the city" for which the special event sponsor shall be responsible in accordance with the following:

~~(1) Type A is an event which is privately sponsored; the special event sponsor shall be responsible for 100 percent of the total special event management costs to the city.~~

~~(2) Type B is an event which is cosponsored by the city; the special event sponsor shall be responsible for 50 percent (or a negotiated portion) of the total special event management costs to the city.~~

~~(3) Type C is an event sponsored by the city; the city shall be responsible for the total special event management costs to the city.~~

~~Sec. 10-270. Standards for denial of license.~~

~~Reasons for denial of a special event license include: the event will disrupt traffic within the city beyond practical solution or will interfere with access to fire stations and fire hydrants; the location of the special event will cause undue hardship to adjacent businesses or residents; the event will require the diversion of so many public employees that allowing the event would unreasonably deny service to the remainder of the city; the application contains incomplete or false information; the applicant fails to comply with all terms of this article including failure to remit all fees and deposits or failure to provide proof of insurance, bonds, and a save harmless agreement to the city; or other similar reasons that approval of the event is not in the best interests of the city.~~

Commented [CV8]: Recommend deleting this. I added denial language under issuance

Commented [KM9R8]: I think this section should be left in and the appropriate items in the issuance section be moved to this. Second I think it is helpful to leave standards as to why a license would be denied to keep it from being too subjective.

Commented [CV10R8]: @Kimberly Marrone this is based on other communities who tend to have a more simplified ordinance and include blanket denial language. We can leave it in but then I think we should amend the first sentence to read "reasons for denial of a special event license include but are not limited to"

~~Sec. 10-271. Performance deposit required.~~

~~(a) A performance deposit of 150 percent of the estimated dollar amount of the total special event management costs to the city for which the special event sponsor will be responsible shall be remitted in cash to the city before the special event license is issued unless the city council determines that a higher deposit is required, or a lower deposit is sufficient, in a particular case. (b) The condition of such performance deposit shall be that the licensee shall obey all the laws of the state and the ordinances of the city in connection with the operation of the event, shall cease operation on or before the expiration of the license, and shall remove all equipment, paraphernalia and other personal property belonging to the event from the premises immediately thereafter. No dirt, paper, litter or other debris will be permitted to remain upon the streets or upon any private property by such licensee or any of his employees or animals. (c) The performance deposit shall also be a guarantee for payment of the total special event management costs to the city, or the required percentage thereof, as well as any extraordinary or unexpected public safety services required as a result of the circus or special event. (d) The unused portion of the performance deposit will be reimbursed to the licensee within 30 business days after the event has occurred, upon certification by the city manager or his or her designee that all conditions of this article have been complied with and the total special event management costs to the city have been paid.~~

~~(Code 1973, § 5-139; Ord. No. O-02-463, § 5, 5-20-02)~~

~~Sec. 10-272. Public liability insurance.~~

~~(a) Before a license is granted under this article, the applicant shall furnish evidence that the applicant has in force at the time such circus or special event is to operate in the city: (1) Worker's compensation insurance to comply with the state statutes; (2) Comprehensive general liability~~

insurance, by an insurance company licensed to do business in this state, providing coverage of \$1,000,000.00 combined single limit per occurrence. Such coverage shall include independent contractors, products liability and personal injury, and the city shall be an additional named insured.(3)Comprehensive automobile liability providing for a single limit of \$500,000.00 per occurrence and aggregate for owned, not owned, and hired motor vehicles. The city shall be an additional named insured.(b)Certificates of insurance, along with copies of original policies, where applicable, in form and with companies acceptable to the city, shall be filed with the city clerk prior to commencement of such ~~events or~~ special event. This applies to all special events except for those categorized as Class I as described above.
(Code 1973, § 5-137; Ord. No. O-02-463, § 3, 5-20-02)

Sec. 10-271. - Permits.

Required permits shall include, but not be limited to, the following areas:

(1)Health facilities. A permit from the county health department shall be obtained for all sanitary, water and food service facilities. However, no permit shall be required where only prepackaged, ready-to-eat type foods are sold from a concession stand or booth.

(2)Electricity. A permit from the city is required for all temporary generator or electric supply sources. All electrical work is to be done by a licensed electrical contractor.

(3)Mechanical amusement devices. Certification by the state department of labor of all mechanical amusement devices and rides is required. Certification by the city building department as to construction and safety features of all devices is also required.

(4)Fire hazards. Certification by the fire department of flame spread rates of all canvas and/or cloth enclosures is required. Certification of all buildings and concession stands on the event premises is also required.

(5)Inspections; certificate of use. The city shall have the right to inspect all rides at any reasonable time for compliance with this article. Denial of the right to inspect any ride shall be grounds for shutting down that amusement ride. A temporary permit fee shall be charged for the inspection of the premises by the city. In addition, a fee per each mechanical amusement ride and booth shall be charged for inspection purposes. If all inspections have been approved, the building department will issue a temporary certificate of use for the time period designated.
(Code 1973, § 5-141)

Sec. 10-272. - Compliance with state requirements.

In addition to any other provision of this section, any person operating any amusement ride shall obtain a permit from the state for each such ride. Such person shall comply with all of the rules and regulations promulgated by the state carnival amusement safety board under the authority of Act No. 225 of the Public Acts of Michigan of 1966 (MCL 408.651 et seq.), as amended.

(Code 1973, § 5-142)

SECTION 5. Savings Clause.

Nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing,

Commented [KM11]: For insurance do we also want to consider Class II as not requiring it? Most items listed I do not get to a threshold to get insurance.

Commented [CV12R11]: @Kimberly Marrone I think this is something we should ask the attorney's. This is based on other community's ordinances who reference only Class I being exempt from insurance

Commented [CV13]:

Commented [CV14]: 1) Can we remove all of this? We placed language in "Approval – Issuance" that says: The implementation of various health and safety precautions to minimize the risk of participants – Birmingham has the same clause and does not include a specific list of permits or compliance with state requirements

Commented [KM15R14]: I think it should be removed.

Commented [ED16R14]: If you delete it from the ordinance, I suggest you include it in the application (or somewhere), so that applicants know what types of permits may be required in connection with their special event.

under any act or ordinance hereby amended, nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

SECTION 6. Severability.

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

SECTION 7. Effective Date.

This ordinance shall become effective ten (10) days from the date of its passage and shall be published as required by the Charter of the City of Oak Park.

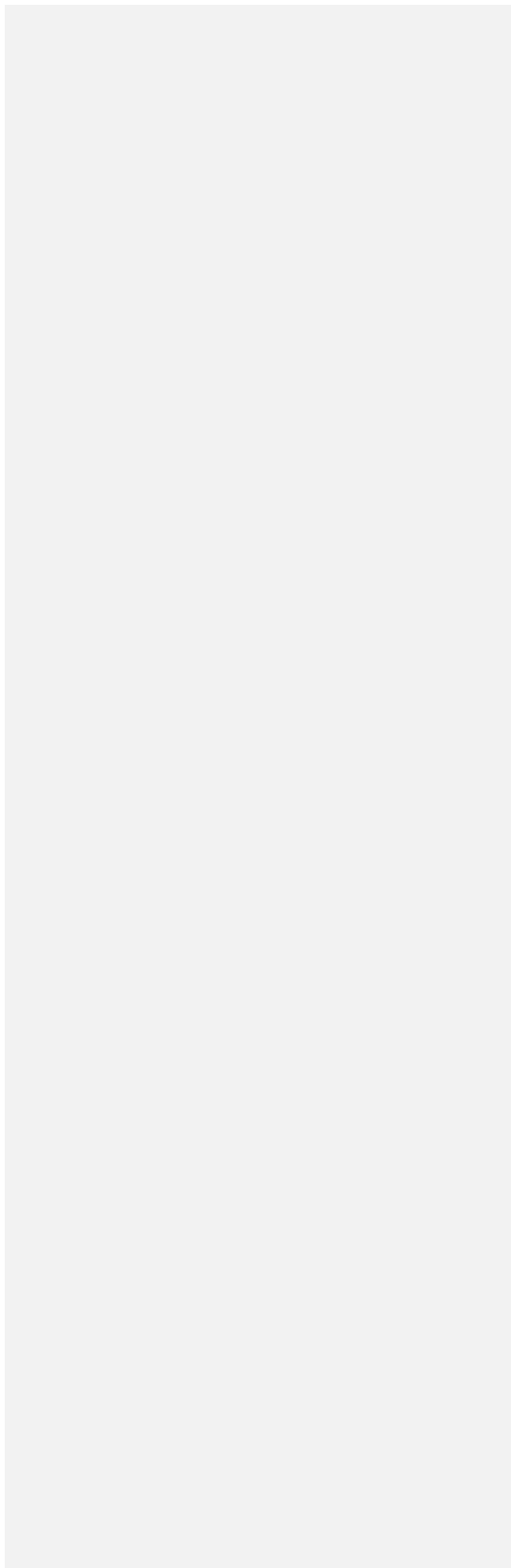
MADE, PASSED AND ADOPTED by the Council of the City of Oak Park, on this day of _____, 2024~~15~~.

T. EDWIN NORRIS
City Clerk

MARIAN McCLELLAN
Mayor

I, T. EDWIN NORRIS, the duly authorized Clerk of the City of Oak Park, Michigan, do hereby certify that the foregoing ordinance was adopted by the Council of the City of Oak Park at its regular meeting held on _____, 2024~~15~~.

T. EDWIN NORRIS, City Clerk





CITY OF OAK PARK, MI STAFF REPORT

13.B

AGENDA FOR: April 1, 2024

SUBJECT: Municipal Services

DEPARTMENT:

FROM:

SUMMARY:

FINANCIAL STATEMENT:

RECOMMENDED ACTION:

EXHIBITS:

None



CITY OF OAK PARK, MI STAFF REPORT

13.B.1

AGENDA FOR: April 1, 2024

SUBJECT: Approval of Pay Application No. 1 and Change Order No. 1 for the 2024 Sewer Lining Project, M-763 in the amount of \$116,233.20 and \$9,250.00, respectively

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is proposed Pay Application No. 1 and Change Order No. 1 for the 2024 Sewer Lining Project, M-763 by D.V.M. Utilities, Inc of Sterling Heights, Michigan. This project includes sewer lining work throughout the city. The contract was originally approved at the bid quantity. Since then, we have discovered an area on Meadowlark that requires a spot liner where the sewer is in immediate need of repair. This is the extra work in proposed Change Order No. 1. The project is approximately 40% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$290,309.00
Proposed Change Order No. 1:	\$9,250.00
New Contract Amount:	\$299,559.00
Total Earnings to Date:	\$129,148.00
Less Retainage:	\$12,914.80
Net Earned:	\$116,233.20
Deductions:	\$0.00
Balance:	\$116,233.20
Payments to Date:	\$0.00
Amount Due DVM Utilities, Inc.:	\$116,233.20

RECOMMENDED ACTION: It is recommended that Pay Application No. 1 and Change Order No. 1 for the 2024 Sewer Lining Project to D.V.M. Utilities, Inc. of Sterling Heights, Michigan be

approved for the amount of \$116,233.20 and \$9,250.00, respectively. Funding is available in the Water and Sewer Fund 592-18-550-970 for this expenditure.

EXHIBITS:

1. M763 Pay 1 - signed
2. Proposed Change Order No 1
3. 23830 Meadowlark Location Map
4. M-763 Project Map

PAYMENT APPLICATION

PROJECT: 2024 Sewer Lining Project

OWNER: City of Oak Park, Michigan

CONTRACTOR: D.V.M Utilities, Inc.
6045 Sims Rd. Suite #2
Sterling Heights, MI 48313

JOB NUMBER: M-763

APPLICATION NO.: 1

PERIOD ENDING: 3/22/2024

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY		UNIT PRICE		PERIOD QUANTITY		PERIOD AMOUNT		QUANTITY TO DATE		AMOUNT TO DATE
1	8" Sewer Pipe Lining	428	LFT	\$40.00		423.00		\$16,920.00		423.00		\$16,920.00
2	10" Sewer Pipe Lining	228	LFT	\$62.00		126.00		\$7,812.00		126.00		\$7,812.00
3	12" Sewer Pipe Lining	1,098	LFT	\$56.00		1,085.00		\$60,760.00		1,085.00		\$60,760.00
4	15" Sewer Pipe Lining	990	LFT	\$64.00		533.00		\$34,112.00		533.00		\$34,112.00
5	18" Sewer Pipe Lining	451	LFT	\$85.00		0.00		\$0.00		0.00		\$0.00
6	21" Sewer Pipe Lining	301	LFT	\$118.00		0.00		\$0.00		0.00		\$0.00
7	24" Sewer Pipe Lining	306	LFT	\$132.00		0.00		\$0.00		0.00		\$0.00
8	Reinstating Sewer Laterals Modified SP	110	EA	\$62.00		56.00		\$3,472.00		56.00		\$3,472.00
9	Sewer Lateral Protruding Lead Cutting	10	EA	\$192.00		16.00		\$3,072.00		16.00		\$3,072.00
10	Minor Traffic Device	1	LSUM	\$3,000.00		1.00		\$3,000.00		1.00		\$3,000.00
11	Project Clean Up	1	LSUM	\$1,500.00		0.00		\$0.00		0.00		\$0.00
12	Inspection Crew Days	21	DAYS	\$320.00		5.00		\$0.00		0.00		\$0.00
13	Meadowlark Spot Liner	0	LSUM	\$9,250.00		0.00		\$0.00		0.00		\$0.00
				Period Total Amount:		\$129,148.00		Amount to Date:		\$129,148.00		

Original Contract Amount:

\$290,309.00

Earnings This Period: \$129,148.00

Total Earnings to Date: \$129,148.00

Less Retainage: \$12,914.80

Net Earned: \$116,233.20

Deductions: \$0.00

Balance: \$116,233.20

Payments to Date: \$0.00

AMOUNT DUE D.V.M Utilities, Inc. \$116,233.20

Accepted By:

Karl J. Bates

D.V.M Utilities, Inc.

Date:

03/26/2024

Approved By:

Kara M. Grisamer

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

Date:

03/26/2024

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____
January 1, 2024 _____ to March 26, _____, 20 24,

performed any work, furnished any material, sustained any loss, damage or delay for any reason, including soil conditions encountered or created, or otherwise done anything for which I shall ask, demand, sue for or claim compensation from _____

THE CITY OF OAK PARK

or its agents, in addition to the regular items set forth in the contract numbered

_____ M-763 _____ and dated January 9 _____
, 20 24 for

2024 SEWER LINING PROJECT, M-763

executed between myself and the Owner, and in the Change Orders for work issued by the Owner in writing as provided there under, except as I hereby make claim for additional compensation and/or extension of time, as set forth on the itemized statement attached hereto.

There (is) (is not) an itemized statement attached.

Date: 03/26/2024

Karl J Bates III

By: Karl Bates

Title: Director

M763 Pay 1 Unsigned

Final Audit Report

2024-03-26

Created:	2024-03-26
By:	Kara Grisamer (kgrisamer@oakparkmi.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAysW75jzN0NoSBPC8ITbpsFemLq4UPc-

"M763 Pay 1 Unsigned" History

-  Document created by Kara Grisamer (kgrisamer@oakparkmi.gov)
2024-03-26 - 3:08:33 PM GMT
-  Document emailed to Karl Bates (kbates@dvmutilities.com) for signature
2024-03-26 - 3:10:53 PM GMT
-  Email viewed by Karl Bates (kbates@dvmutilities.com)
2024-03-26 - 4:03:05 PM GMT
-  Document e-signed by Karl Bates (kbates@dvmutilities.com)
Signature Date: 2024-03-26 - 4:50:40 PM GMT - Time Source: server
-  Document emailed to Kara Grisamer (kgrisamer@oakparkmi.gov) for signature
2024-03-26 - 4:50:42 PM GMT
-  Email viewed by Kara Grisamer (kgrisamer@oakparkmi.gov)
2024-03-26 - 6:33:42 PM GMT
-  Document e-signed by Kara Grisamer (kgrisamer@oakparkmi.gov)
Signature Date: 2024-03-26 - 6:33:59 PM GMT - Time Source: server
-  Agreement completed.
2024-03-26 - 6:33:59 PM GMT

CHANGE ORDER

PROJECT:	2024 Sewer Lining Project	JOB NUMBER:	M-763
OWNER:	City of Oak Park, Michigan	CHANGE ORDER NO.:	1
CONTRACTOR:	D.V.M Utilities, Inc. 6045 Sims Rd. Suite #2 Sterling Heights, MI 48313	PAGE:	1

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.
This change order reflects work completed or anticipated. Documentation supporting these changes is on file with the City Engineer.

THE FOLLOWING ITEMS AND OR CONTRACT UNITS PRICES SHALL BE ADDED TO THE CONTRACT AMOUNT

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Total Amount
13	MEADOWLARK SPOT LINER	0	LSUM	\$9,250.00	1.00	0.00	\$9,250.00
TOTALS							\$9,250.00

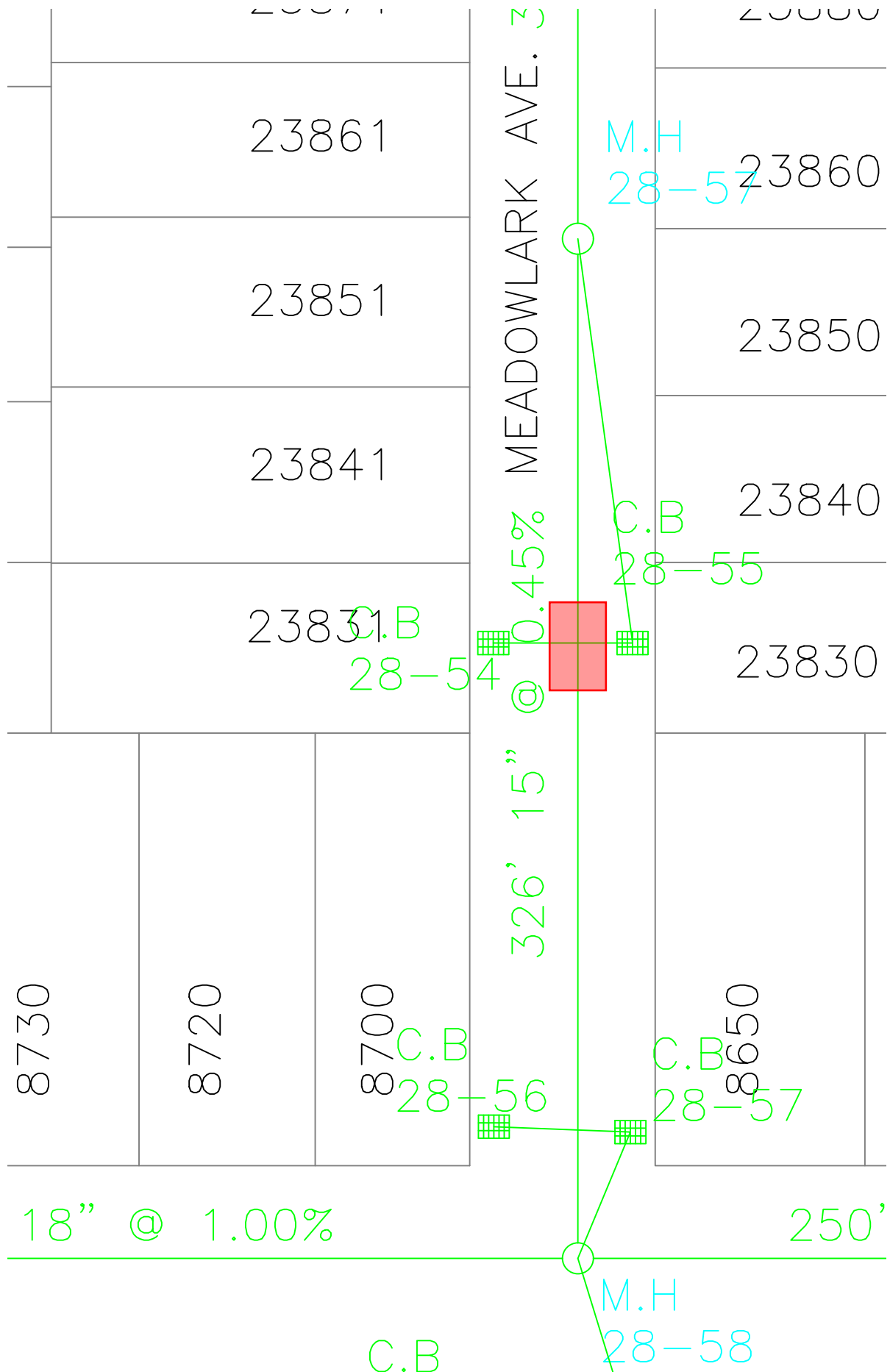
SUMMARY

Total Increase	\$9,250.00
Total Decrease	\$0.00
	\$9,250.00

Contract Amount	\$290,309.00
Change Order No. 1:	\$9,250.00
New Contract Amount:	\$299,559.00

D.V.M Utilities, Inc.

Kara Grisamer P.E., City Engineer
City of Oak Park, Michigan
***Reviewed by and recommended for approval by City Council**



Various Locations





CITY OF OAK PARK, MI STAFF REPORT

13.C

AGENDA FOR: April 1, 2024

SUBJECT: Finance/Assessing

DEPARTMENT:

FROM:

SUMMARY:

FINANCIAL STATEMENT:

RECOMMENDED ACTION:

EXHIBITS:

None



CITY OF OAK PARK, MI STAFF REPORT

13.C.1

AGENDA FOR: April 1, 2024

SUBJECT: Request to award the contract for Professional Auditing Services to Yeo & Yeo CPA's & Advisors of Auburn Hills, MI for the next three fiscal years ending 2024, 2025 and 2026, with an option to renew in FY 2027 and 2028.

DEPARTMENT: Finance

FROM: Saundra Crawford, Director of Finance

SUMMARY: See attached memorandum

FINANCIAL STATEMENT:

**YEO & YEO
CPAS &
ADVISORS**

	06/30/2024	06/30/2025	06/30/2026	06/30/2027	06/30/2027
Auditing Services	\$58,500	\$60,500	\$62,600	\$64,800	\$67,100
Single Audit	\$6,500	\$6,700	\$6,900	\$7,100	\$7,300
Drafting the ACFR	INCL	INCL	INCL	INCL	INCL
Total (not to exceed)	\$65,000	\$67,200	\$69,500	\$71,900	\$74,400

RECOMMENDED ACTION: To award the contract for Professional Auditing Services to Yeo & Yeo CPA's & Advisors of Auburn Hills, MI for the next three fiscal years ending 2024, 2025 and 2026, with an option to renew in FY 2027 and 2028.

EXHIBITS:

1. Memo Audit Services CJ
2. Audit Bid tabulation 2024



CITY OF OAK PARK

Saundra Crawford, Director
Department of Finance

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

MEMORANDUM

Date: March 22, 2024

To: Erik Tungate, City Manager

From: Saundra Crawford

Re: Audit RFP bid tabulation and Proposal evaluation

The City issued an RFP on February 1, 2024, for Professional Auditing services through BidNet Direct. The online posting went out to 195 vendors. The responses were due on February 29, 2024. The City received six (6) responses (bid tabulation is attached).

The responses were reviewed by the finance team based on the quality of the firm, ability to service the City in a timely and efficient manner, audit approach, staffing and price. The overall bids had quite a price range for the five-year period from the low of \$285,000 (\$57,000 annually) to \$464,000 (\$93,000 per year) for the high (audit/ACFR prep only). The size and skill set of the responding firms also varied greatly. Based on the overall evaluations there were two firms that were the clear top choices. Both firms were among the top firms in the state and both could provide the City outstanding audit services. The two top firms were our current auditors Rehmann Robson LLC and Yeo & Yeo CPA's & Advisors. With the two firms both virtually rated equal in their ability to provide the City outstanding services, the decision came down to price. The five-year price for Rehmann was \$347,000 or \$69,400 per year and Yeo's fee quote was \$313,500 or \$62,700 per year.

Based on my summary above, it is my recommendation to you and the City Council to select Yeo & Yeo CPA's & Advisors, for the Professional auditing services for the next three fiscal years ending 2024, 2025 and 2026, with option to renew in FY 2027 and 2028.

ANDREWS HOOPER PAVLIK PLC

	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
Audit Services	\$ 54,000	\$ 55,500	\$ 57,200	\$ 58,900	\$ 60,700
Single Audit	\$ 5,000	\$ N/A	\$ N/A	\$ N/A	\$ N/A
Drafting the ACFR	\$ 5,000	\$ 5,200	\$ 5,400	\$ 5,600	\$ 5,800
TOTAL	\$ 64,000	\$ 60,700	\$ 62,600	\$ 64,500	\$ 66,500

(NOT TO EXCEED)

GABRIDGE & COMPANY PLC

	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
Audit Services	\$ 82,400	\$ 85,000	\$ 87,000	\$ 89,000	\$ 91,000
Single Audit	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Drafting the ACFR	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
TOTAL	\$ 94,400	\$ 97,000	\$ 99,000	\$ 101,000	\$ 103,000

(NOT TO EXCEED)

HAVEN GROUP CPAS & ADVISORS

	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
Audit Services	\$ 45,000	\$ 48,000	\$ 51,000	\$ 54,000	\$ 57,000
Single Audit	\$ 7,500	\$ 7,700	\$ 8,000	\$ 8,300	\$ 8,500
Drafting the ACFR	\$ 5,500	\$ 5,800	\$ 6,000	\$ 6,200	\$ 6,500
TOTAL	\$ 58,000	\$ 61,500	\$ 65,000	\$ 68,500	\$ 72,000

(NOT TO EXCEED)

MANER COSTERISAN PC

	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
Audit Services	\$ 58,000	\$ 61,000	\$ 64,000	\$ 67,000	\$ 71,000
Single Audit	\$ 5,000	\$ 5,200	\$ 5,400	\$ 5,600	\$ 5,800
Drafting the ACFR	\$ 3,500	\$ 3,600	\$ 3,700	\$ 3,800	\$ 3,900
TOTAL	\$ 66,500	\$ 69,800	\$ 73,100	\$ 76,400	\$ 80,700

(NOT TO EXCEED)

REHMANN ROBSON LLC

	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
Audit Services	\$ 63,000	\$ 66,000	\$ 69,000	\$ 73,000	\$ 76,000
Single Audit	\$ 10,000	\$ 10,500	\$ 11,000	\$ 11,600	\$ 12,200
Drafting the ACFR	\$ INCL	\$ INCL	\$ INCL	\$ INCL	\$ INCL
TOTAL	\$ 63,000	\$ 66,000	\$ 69,000	\$ 73,000	\$ 76,000

(NOT TO EXCEED)

YEO & YEO CPAS & ADVISORS

	6/30/2024	6/30/2025	6/30/2026	6/30/2027	6/30/2028
Audit Services	\$ 58,500	\$ 60,500	\$ 62,600	\$ 64,800	\$ 67,100
Single Audit	\$ 6,500	\$ 6,700	\$ 6,900	\$ 7,100	\$ 7,300
Drafting the ACFR	\$ INCL	\$ INCL	\$ INCL	\$ INCL	\$ INCL
TOTAL	\$ 65,000	\$ 67,200	\$ 69,500	\$ 71,900	\$ 74,400

(NOT TO EXCEED)



CITY OF OAK PARK, MI STAFF REPORT

13.D

AGENDA FOR: April 1, 2024

SUBJECT: Department of Public Works

DEPARTMENT: Department of Public Works

FROM:

SUMMARY:

FINANCIAL STATEMENT:

RECOMMENDED ACTION:

EXHIBITS:

None



CITY OF OAK PARK, MI STAFF REPORT

13.D.1

AGENDA FOR: April 1, 2024

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

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

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, 2024. Hatzalah has expressed interest in extending the lease for an additional year. This would extend the lease for a period of May 1, 2024 through April 30, 2025. This year's lease extension includes a modest increase in rent that was agreed upon last year. Hatzalah has been a great tenant and has occupied this space for the past seven years.

FINANCIAL STATEMENT: Upon approval of this lease extension, Hatzalah would pay \$15 / square foot (up from \$13) for a total annual revenue of \$28,680.00.

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.

EXHIBITS:

1. Hatzalah Lease Renewal_2024-2025
2. Resolution for Hatazalah Lease_2024-2025

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, 2024 (the Commencement Date), and expiring on April 30, 2025.
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

**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 1st day of April, 2024 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 \$28,680.00 per year, payable in equal monthly installments of \$2,390.00 (\$15 per square foot annually for 1,912 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, the proposed renewal of the lease term is for twelve (12) months, commencing on May 1, 2024 and expiring on April 30, 2025, 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 \$28,680.00 per year, payable in equal monthly installments of \$2,390.00 (\$15 per square foot annually for 1,912 square feet), inclusive of all utility services for the premises, including water, sewer, gas, and electricity. 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 \$28,680.00 per year payable in monthly installments of \$2,390.00 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 1, 2024 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