



AGENDA
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
APRIL 15, 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 April 1, 2024
- B. Special City Council Meeting Minutes for April 1, 2024
- C. Request authorization to dispose of surplus vehicles and equipment.
- D. Request authorization to advertise for bids for the Pre-Demolition Material Survey at select city buildings.
- E. Request to advertise for bids for the City Landscape design project, M-772
- F. Payment request from Neumann Smith Architecture for Architectural Services on the Event Hub and Municipal Services Move.
- G. Request authorization to enter into the West Nile Virus Fund Expense Reimbursement Program available from Oakland County.
- H. Request to renew the SMART Municipal Credit and Community Credit Contract for FY2024
- I. Request to approve Payment Application No. 4 to Santoro Services, LLC of Chesterfield, Michigan for the Linear Park Landscaping Project, M-739 in the amount of \$19,332.98
- J. Approval of Pay Application No. 2 for the 2023 Sewer & Catch Basin Cleaning & TV Inspection Project, M-760 in the amount of \$79,078.35

- K. Approval of Pay Application No. 1 for the 2024 Joint and Crack Sealing Project, M-765 in the amount of \$56,956.90

- L. Licenses New and Renewals for April 15, 2024

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL RECOGNITION/PRESENTATIONS

- A. Resolution Supporting State Revenue Sharing Reform
- B. Strategic Plan First Quarter 2024 Report

8. SPECIAL LICENSES

- A. Request for a Special Event License submitted by the Oak Park Arts and Cultural Diversity Commission, for a World Dance Day event to be held on April 28, 2024, from 4:00 p.m. - 6:00 p.m.
- B. Request for a Special Event License submitted by the Oak Park Library, for an "Inflatables Adventures" event to be held on June 30, 2024, from Noon - 2:00 p.m.
- C. Request for a Special Event License submitted by the Oak Park Library, for an "Adventures in Outdoor Gaming" event to be held on July 14, 2024, from Noon - 2:00 p.m.
- D. Request for a Special Event License submitted by Berkley Fit, for a "Fit Day" event to be held on May 11, 2024, from 2:00 p.m. - 7:00 p.m.

9. ACCOUNTING REPORTS

- A. Approval for payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of \$15,178.33
- B. Approval for payment of an invoice submitted by Shifman Fournier for legal services retainer for April 1, 2024 – June 30, 2024 in the total amount of \$18,000.00

10. BIDS

- A. Request to award the bid for the Demolition of 21950 Eastwood to Blue Star Demolition for a total amount of \$16,200.00.
- B. Request to award the bid for the 2024 Sidewalk Replacement Project, M-762 to Italia Construction, Inc. of Washington Twp, MI for the total amount of \$1,221,339.00
- C. Request the award professional services proposal to OHM Advisors for GPS / GIS Services in the Department of Public Works.

11. ORDINANCES

- A. Second reading and adoption of 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. Municipal Services

- 1. Request to award the professional services contract to HydroCorp for an ongoing Cross-Connection Control Program for a total cost of \$37,104.00.

B. Finance/Assessing

- 1. Request to divide a single parcel located at 23466 Forest Ave that contains two subdivision lots into two individual parcels.

C. Elevate Oak Park

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
39th OAK PARK CITY COUNCIL
April 1, 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 Edgar, Council Member Radner,
Council Member Burns

ABSENT: Council Member Whitehead

OTHERS

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

APPROVAL OF AGENDA:

**CM-04-088-24 (AGENDA ITEM #4) ADOPTION OF THE AGENDA AS AMENDED
– APPROVED**

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

Omit Items #7A, #8.B and #8.C

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

MOTION DECLARED ADOPTED

CONSENT AGENDA:

CM-04-089-24 (AGENDA ITEM #5A-I) CONSENT AGENDA - APPROVED

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

- A. Regular City Council Meeting Minutes for March 18, 2024 **CM-04-090-24**
- B. Library Board Meeting Minutes for February 20, 2024 **CM-04-091-24**
- C. Parks and Recreation Meeting Minutes for February 21, 2024 **CM-04-092-24**
- D. Corridor Improvement Authority Minutes for February 15, 2024 **CM-04-093-24**
- 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 **CM-04-094-24**
- F. Proclamation to proclaim Friday, April 26, 2024 as Arbor Day in the City of Oak Park **CM-04-095-24**
- G. Licenses New and Renewals for April 1, 2024 **CM-04-096-24**

MERCHANT'S LICENSES – April 1, 2024
(Subject to All Departmental Approvals)

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	<u>BUSINESS TYPE</u>
None			
<u>RENEWALS (2023)</u>	<u>ADDRESS</u>	<u>FEE</u>	
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	24760 COOLIDGE HWY	\$150.00	JEWELER
OAK PARK BARBERS	26003 COOLIDGE	\$225.00	BARBER
OAK PARK SOCIAL LLC	14691 W ELEVEN MILE	\$225.00	BAR
MONAGHAN'S TOWING INC	21680 FERN AVE	\$150.00	POLICE TOWING
RAM JEWELRY	21600 GREENFIELD #105A	\$150.00	JEWELER
MAGIC DISCOUNT JEWELRY	21600 GREENFIELD #108	\$150.00	JEWELER
SALON TRULY BLESSED RELOADED	21700 GREENFIELD #104B	\$150.00	HAIR SALON
DE-TWAH LUXURY EYEWEAR	21700 GREENFIELD # 313	\$150.00	RETAIL
RENAISSANCE JEWELERS	21700 GREENFIELD # 325	\$150.00	JEWELER
SAM'S DIAMONDS/BEST JEWELERS	21700 GREENFIELD # 354	\$150.00	JEWELER
TRUST JEWELERS	21700 GREENFIELD # 361	\$150.00	JEWELER
OSKA JEWELERS & REPAIR	21700 GREENFIELD # 362	\$150.00	JEWELER
DIAMOND ISLAND OF GREENFIELD INC	21700 GREENFIELD # 390	\$150.00	JEWELER
THE LABORATORY EXPRESS	21700 GREENFIELD #490	\$150.00	HAIR SALON
TINA NAILS & SPA INC	24720 GREENFIELD RD	\$150.00	NAIL SALON
ALL ABOUT U MASSAGE	25900 GREENFIELD # 205	\$150.00	MASSAGE
STAPLES PROPERTY MGMT	25900 GREENFIELD # 226	\$187.50	PROPERTY MANAGEMENT
S & S II CHARTER & TOURS	25900 GREENFIELD # 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 DES	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)

<u>MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>	
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

- 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
CM-04-097-24
- I. The Municipal Services Department is requesting authorization to advertise for bids for the CDBG Program Year 2023 Senior Yard Services, M-772 **CM-04-098-24**

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

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

**(AGENDA ITEM #7.A) Resolution Supporting State Revenue Sharing Reform
(Item removed from the agenda)**

8. PUBLIC HEARINGS:

Mayor McClellan opened the Public Hearing on Special Assessment Districts 712, 713, 714, and 715 at 7:05 p.m. and invited interested parties to speak. There were no members of the audience who wished to speak, and the special assessment exceptions listed below were read into the record by the city clerk. Mayor McClellan closed the Public Hearing at 7:15 p.m.

**CM-04-099-24 (AGENDA ITEM #8A) PUBLIC HEARING AND ADOPTION OF
SPECIAL ASSESSMENT RESOLUTIONS TO CONFIRM THE
ROLLS AND TO SET THE DUE DATE OF MAY 21, 2024 TOGETHER
WITH PENALTY OF TEN PERCENT (10%) FOR SPECIAL
ASSESSMENT DISTRICTS #712 - DELINQUENT UTILITIES; #713 –
DELINQUENT FALSE ALARMS; #714 – DELINQUENT PROPERTY
BLIGHT INVOICES; AND #715 - DELINQUENT MISCELLANEOUS
CONCRETE REPLACEMENT INVOICES – APPROVED**

Motion by Radner, seconded by Edgar, CARRIED UNANIMOUSLY, to adopt the following Special Assessment Resolution (No. 9) confirming the rolls, and Special Assessment Resolution (No. 10) setting the due date of May 24, 2024 with penalty for Special Assessment districts: No. 712 – Unpaid Utility Invoices; No. 713 – Unpaid False Alarm Invoices; and No. 714 – Unpaid Property Blight Invoices; and No. 715 - Delinquent Miscellaneous Concrete Replacement Invoices and withholding the temporary exceptions pending further review by the City Manager to report back to the City Council as to whether they will be kept on the Roll, added on at a later date or removed permanently:

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 9

DISTRICT NO. 712
DISTRICT NO. 713
DISTRICT NO. 714
DISTRICT NO. 715

The Mayor announced that this was the time set to review the Special Assessment Roll as prepared and revised by the City Assessor for unpaid expenses incurred on private premises, assessed in Special Assessment Rolls No. 712, 713, 714, and 715.

There were objections received as follows:

SAD	Address	Parcel ID #
712 - Unpaid Utility Invoices		
	23534 Parklawn	52-25-30-427-010
	10241 Albany	52-25-32-251-033
	21340 Parklawn	52-25-31-426-014
	23740 Wildwood	52-25-30-328-002
	10040 Albany	52-25-32-229-037
	21940 Morton	52-25-32-132-001
	23470 Radclift	52-25-30-332-014
	23510 Scotia	52-25-29-404-012
	13331 Irvine	52-25-29-303-012
	22120 Condon	52-25-32-129-012
	26235 Coolidge	52-25-19-279-028
713 - Unpaid False Alarm Invoices		
	13151 W. Ten Mile	52-25-29-101-063
714 - Unpaid Property Blight Invoices		
	10241 Albany	52-25-32-251-033
	24211 Beverly	52-25-30-101-021
	22120 Condon	52-25-32-129-012
715 - Unpaid Miscellaneous Concrete Invoices		
	23534 Parklawn	52-25-30-427-010
	21120 Gardner	52-25-31-403-013

BE IT RESOLVED that Special Assessment Rolls No. 712, 713, 714, and 715 as prepared and revised by the City Assessor, are hereby confirmed.

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 10

DISTRICT NO. 712
DISTRICT NO. 713
DISTRICT NO. 714
DISTRICT NO. 715

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., City Hall, 14000 Oak Park Boulevard, Oak Park, MI 48237.

WHEREAS, by resolution adopted April 1, 2024, Special Assessment Rolls No. 712, 713, 714, and 715 were confirmed by the 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 a 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: McClellan, Edgar, Burns, Radner
 No: None
 Absent: Whitehead

MOTION DECLARED ADOPTED

(AGENDA ITEM #8.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. (Removed from the agenda)

(AGENDA ITEM #8.C) Resolutions approving issuance of a Class C Liquor License to Salud Eleven, LLC, D/B/A Salud Eleven, 14701 W. Eleven Mile. (Removed from the agenda)

9. SPECIAL LICENSES:

**CM-04-100-24 (AGENDA ITEM #9.A) SPECIAL EVENT REQUEST –
 BEAUTIFICATION ADVISORY COMMISSION – ANNUAL FLOWER
 SALE – APPROVED**

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

Name	Event	Fee
Beautification Advisory Commission	Flower Sale – Community Center May 26, 2024 10:00 a.m. – 5:00 p.m.	Fees waived

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

MOTION DECLARED ADOPTED

**CM-04-101-24 (AGENDA ITEM #9.B) SPECIAL EVENT REQUEST – MOUNTAIN
 TOP INTERNATIONAL WORD MINISTRY – COMMUNITY
 OUTREACH EVENT – APPROVED**

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

Name	Event	Fee
Mountain Top International Word Ministry	Community Outreach Event June 1, 2024 10:00 a.m. – 4:00 p.m.	Fees waived

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

MOTION DECLARED ADOPTED

**CM-04-102-24 (AGENDA ITEM #9.C) SPECIAL EVENT REQUEST – OAK PARK
CORRIDOR IMPROVEMENT AUTHORITY – FAMILY FUN FEST
– APPROVED**

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

Name	Event	Fee
Corridor Improvement Authority	Family Fun Fest June 1, 2024 1:00 p.m. – 4:00 p.m.	Fees waived

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

MOTION DECLARED ADOPTED

10. BIDS:

**CM-04-103-24 (AGENDA ITEM #10.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 - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, 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.

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

MOTION DECLARED ADOPTED

Deputy City Manager DeCoster explained the request to bid the 2024 Lawn Maintenance Contract was approved at the January 16, 2024 regular meeting of the Oak Park City Council. 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 total bid of \$67,233.00. References were checked and all had positive responses.

**CM-04-104-23 (AGENDA ITEM #10.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 - APPROVED**

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, 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.

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

MOTION DECLARED ADOPTED

Deputy City Manager DeCoster explained the request to bid the 2024 Lawn Maintenance Contract was approved at the January 16, 2024 regular meeting of the Oak Park City Council. 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.

CM-04-105-24 (AGENDA ITEM #10.C) REQUEST TO AWARD THE SOLE SOURCE CONTRACT TO JDC FOR THE TOTAL AMOUNT OF \$134,950.00 FOR THE REPAIRS TO DPW VACTOR EQUIPMENT - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to award the sole source contract to JDC for the total amount of \$134,950.00 for the repairs to DPW vactor equipment.

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

MOTION DECLARED ADOPTED

Deputy City Manager DeCoster explained the city's "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 have 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 recommendation for repairs from this sole-source dealer.

CM-04-106-24 (AGENDA ITEM #10.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 - APPROVED

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, 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.

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

MOTION DECLARED ADOPTED

Deputy City Manager DeCoster explained the request to bid the Water Service Line Hydro Excavation Project, M-736 was approved at the February 6, 2024, regular meeting of the Oak Park City Council. 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. The city was awarded a Drinking Water Asset Management (DWAM) Grant for this project and will be reimbursed a total of \$180,981.00 so the net expenditure will be \$43,909.74.

ORDINANCES:

CM-04-107-24 (AGENDA ITEM #11.A) FIRST RADING OF 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 - APPROVED

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to approve the first reading of 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.

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

MOTION DECLARED ADOPTED

CITY ATTORNEY: No Report

CITY MANAGER:

A. City Council

CM-04-108-24 (AGENDA ITEM #13.A.1) APPOINTMENT OF GREGORY GUNN AS CITY OF OAK PARK HISTORIAN - APPROVED

Motion by Radner, seconded by Burns, CARRIED UNANIMOUSLY, to appoint Gregory Gunn as City of Oak Park Historian for a two-year term.

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

MOTION DECLARED ADOPTED

B. Municipal Services

CM-04-109-24 (AGENDA ITEM #13.B.1) REQUEST TO APPROVE 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 - APPROVED

Motion by Burns, seconded by Radner, CARRIED UNANIMOUSLY, to approve 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.

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

MOTION DECLARED ADOPTED

City Engineer Grisamer indicated this project includes sewer lining work throughout the city and the contract was originally approved at the bid quantity. Since then, an area on Meadowlark has been discovered that requires a spot liner where the sewer is in immediate need of repair and this extra work is proposed as Change Order No. 1. The project is approximately 40% complete.

C. Finance/Assessing

CM-04-110-24 (AGENDA ITEM #13.C.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 - APPROVED

Motion by Edgar, seconded by Burns, CARRIED UNANIMOUSLY, to approve 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.

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

MOTION DECLARED ADOPTED

Deputy Finance Director Johnson explained the city issued an RFP on February 1, 2024, for professional auditing services through BidNet Direct and the posting went out to 195 vendors. The City received six (6) responses. 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 team recommends 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.

B. Department of Public Works

CM-04-111-24 (AGENDA ITEM #13.D.1) REQUEST TO APPROVE A ONE-YEAR LEASE EXTENSION FOR 13650 OAK PARK BLVD., SUITE A TO HATZALAH SUBJECT TO REVIEW BY THE CITY ATTORNEY - APPROVED

Motion by Burns, seconded by Edgar, CARRIED UNANIMOUSLY, to approve a one-year lease extension for 13650 Oak Park Blvd., Suite A to Hatzalah subject to review by the city attorney.

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

MOTION DECLARED ADOPTED

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

CALL TO THE AUDIENCE:

Kenneth Sherman, 23840 Jerome, raised concern about the lack of City Council Representation on the Recycling Committee. He also encouraged Residents to attend the re-grand opening of the library.

Marcina Cole, spoke to transparency in city government, expressed concern about speeding vehicles in the area of Condon and Oak Park Blvd and the lack of enforcement regarding noise in her neighborhood.

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:58 p.m.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



**CITY OF OAK PARK, MICHIGAN
SPECIAL COUNCIL MEETING OF THE
40th OAK PARK CITY COUNCIL
April 1, 2024
6:00 PM**

MINUTES

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

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

ABSENT: Council Member Whitehead

OTHERS

PRESENT: City Manager Tungate, City Clerk Norris, City Attorney Krause, Deputy City Manager VanVleck, DPW Director DeCoster, and Human Resources Director Allen, IT Director Singson, Municipal Services Director Marrone

SPECIAL BUSINESS:

A. Cyber Security Discussion

IT Director Ricardo Singson provided an update pertaining to the city's efforts to enhance cybersecurity. He discussed the following:

1. Infrastructure to Cloud
 - a. Microsoft 365 (All files, email, messaging, PS Admin)
 - b. Ring Central
 - c. Axon (In-Car, Body Worn Camera, Booking/Interviews)
2. Business Continuity Plan
 - a. Cloud-based infrastructure for relocation/remote
 - b. Realtime Versioning Backups
 - c. Tertiary Backups to Onsite
3. Additional Security Measures
 - a. Microsoft Authenticator App
 - b. Microsoft Defender – Active Security Scanning and Security Score
 - c. Pulseway Remote Monitoring, Updating and Compliance
4. Security Training
 - a. KnowBe4 Security Awareness Training
 - b. Technology Initiative Training driven by KnowBe4 baseline results.
5. Future Initiatives

B. Special Event Ordinance Discussion

Deputy City Manager VanVleck presented the new Special Events ordinance that begins its approval process at the the 4-1-24 regular council meeting. The new Special Event ordinance includes changes that clean up and update the language to better reflect the intention of the ordinance. She also discussed the internal process by which special events are evaluated and approved. One new change requires completed applications for special events to be submitted 30 days before the proposed event.

CALL TO THE AUDIENCE:

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

ADJOURNMENT:

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

T. Edwin Norris, City Clerk

Marian McClellan, Mayor



CITY OF OAK PARK, MI STAFF REPORT

5.C

AGENDA FOR: April 15, 2024

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

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

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

<u>Vehicle</u>	<u>Year</u>	<u>Description</u>	<u>VIN / Serial No.</u>
253	2014	Chevrolet Police Tahoe	1GNLC2E00ER145512
541	2007	American LaFrance Fire Truck	1AFAAACK07RY24558
615	1981	Ford 3600 Tractor	N/A

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

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

EXHIBITS:

None



CITY OF OAK PARK, MI STAFF REPORT

5.D

AGENDA FOR: April 15, 2024

SUBJECT: Request authorization to advertise for bids for the Pre-Demolition Material Survey at select city buildings.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: With the upcoming exciting work that is being planned for the City Complex Campus, it is necessary to find out if hazardous materials are in the buildings that will be demolished. These hazardous materials may include asbestos containing materials, lead paint, or PCB's. A pre-demolition survey is required for the buildings on the attached map. These surveys will be part of the bidding documents for demolition contractors to know what areas and materials need to be remediated prior to demolition. We expect demolition to take place in phases, but combining the buildings that we know will be demolished into one survey will simplify our documentation of these projects.

FINANCIAL STATEMENT: This project is not yet budgeted.

RECOMMENDED ACTION: It is recommended that the request to advertise for proposals for a Pre-Demolition Material Survey be approved.

EXHIBITS:

1. City Complex demolition aerial

Demolition for city complex

Oak Park, MI

Cable building two story with elevator

Pool locker rooms

Arena 13950 Oak Park Blvd

Snack bar

Library will not be demoed

Restrooms

Partial demo of community center, also have some asbestos sampling and previous abatement information

Google Earth

Image Landsat / Copernicus

400 ft

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CITY OF OAK PARK, MI STAFF REPORT

5.E

AGENDA FOR: April 15, 2024

SUBJECT: Request to advertise for bids for the City Landscape design project, M-772

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: Bid documents are being prepared for the City's Landscape/Streetscape Design Project, M-772. This project will design a cohesive landscaping/streetscape design to implement throughout the City of Oak Park. The project will provide a cohesive landscape design that can be implemented on an incremental basis with a strong focus on the Corridor Improvement Authority areas.

FINANCIAL STATEMENT: Funding has been allocated in the Corridor Improvement Authority (CIA) Professional Services account 251-00.000-801.000 in fiscal 2024-25.

RECOMMENDED ACTION: It is recommended that the request to advertise for bids for the City's Landscape/Streetscape Design Project, M-772 be approved. Funding is available in the FY 2024-25 CIA Professional Services 251-00.000-801.000 fund for these expenditures.

EXHIBITS:

None



CITY OF OAK PARK, MI STAFF REPORT

5.F

AGENDA FOR: April 15, 2024

SUBJECT: Payment request from Neumann Smith Architecture for Architectural Services on the Event Hub and Municipal Services Move.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Attached is an invoice from Neumann Smith Architecture for the Event Hub and Municipal Services Move. We are currently wrapping up the schematic design phase on both of these projects.

FINANCIAL STATEMENT: See below for a breakdown of costs per project:

<u>Project</u>	<u>This Period</u>	<u>Prior Billings</u>	<u>Payments to Date</u>	<u>Current Contract</u>	<u>Account Number</u>
Event Hub	\$20,877.50	\$0.00	\$0.00	\$348,000.00	407-18.444-970
Municipal Services	\$742.50	\$0.00	\$0.00	\$49,525.00	101-16-401-970
Totals:	\$21,620.00	\$0.00	\$0.00	\$397,525.00	

RECOMMENDED ACTION: It is recommended that the attached invoice from Neumann Smith Architecture for the Event Hub and Municipal Services Move be approved for the total amount of \$21,620.00. Funding is available in the Parks and Recreation Improvement and General Funds.

EXHIBITS:

1. NS Invoice 1_1214786



400 Galleria Officentre
 Suite 555
 Southfield, MI 48034
 248-352-8310

City of Oak Park
 14000 Oak Park Blvd
 Oak Park, MI 48237

Invoice number 1214786
 Date 04/01/2024
 Project 2023087 Oak Park Event Hub/Community Center

Services Rendered Through 03/24/2024

Description	Fee	% Complete	Prior Invoiced	Current Fee
Oak Park Event Hub				
Schematic Design	52,200.00	40.00	0.00	20,877.50
Design Development	69,600.00	0.00	0.00	0.00
Construction Documents	139,200.00	0.00	0.00	0.00
Bidding	8,700.00	0.00	0.00	0.00
Construction Administration	69,600.00	0.00	0.00	0.00
Closeout	8,700.00	0.00	0.00	0.00
Subtotal	348,000.00	6.00	0.00	20,877.50
Oak Park Municipal Offices				
Schematic Design	7,425.00	10.00	0.00	742.50
Design Development	9,900.00	0.00	0.00	0.00
Construction Documents	19,800.00	0.00	0.00	0.00
Bidding	1,250.00	0.00	0.00	0.00
Construction Administration	9,900.00	0.00	0.00	0.00
Closeout	1,250.00	0.00	0.00	0.00
Subtotal	49,525.00	1.50	0.00	742.50
Reimbursables	2,500.00	0.00	0.00	0.00
Total	400,025.00	5.40	0.00	21,620.00

Invoice total 21,620.00



CITY OF OAK PARK, MI STAFF REPORT

5.G

AGENDA FOR: April 15, 2024

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

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

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

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

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

EXHIBITS:

1. West Nile Virus_Resolution

RESOLUTION

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

Motion by, _____ seconded by, _____ CARRIED
UNANIMOUSLY: To adopt the following resolution:

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

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

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

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

Roll Call Vote: Yes,
 No,
 Absent,

I, T. Edwin Norris, duly certified City Clerk of the City of Oak Park, Michigan, do hereby certify that the above resolution is a true copy of a resolution adopted by the Oak Park City Council, at a Regular Meeting, held on April 15, 2024.

T. Edwin Norris, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

5.H

AGENDA FOR: April 15, 2024

SUBJECT: Request to renew the SMART Municipal Credit and Community Credit Contract for FY2024

DEPARTMENT: Recreation

FROM: Laurie Stasiak, Recreation Director

SUMMARY: Oak Park Recreation Department is seeking authorization to renew their Municipal Credits and Community Credits contract with SMART. This allows the Recreation Department to operate/administer a senior transportation program. SMART intends to provide Oak Park \$27,664.00 in Municipal Credits and \$51,408.00 in Community Credits for fiscal year July 1, 2023-June 30, 2024.

FINANCIAL STATEMENT:

RECOMMENDED ACTION: Authorize the City of Oak Park Recreation Department to renew their Municipal Credits and Community Credits contract with SMART. By doing so, Oak Park agrees to operate/administer a senior transportation program, and SMART intends to provide Oak Park \$27,664.00 in Municipal Credits and \$51,408.00 in Community Credits for fiscal year July 1, 2023-June 30, 2024.

EXHIBITS:

1. SMART MC & CC Contract FY2024

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2024

I, **ERIK TUNGATE**, as the **CITY MANAGER** of the **City of Oak Park** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2023 through June 30, 2024 (Section 1 below), and **Community Credits** available for the period July 1, 2023 to June 30, 2024 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **\$27664** in **Municipal Credit** funds as follows:

(a) Transfer to _____ Funding of: \$ _____

TRANSFeree COMMUNITY

(b) Van/Bus Operations At the cost of: **\$ 27,664.00**

(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: \$ _____

(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

Total \$27664

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2026; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **\$51408** in **Community Credit** funds available as follows:

(a) Transfer to _____ Funding of: \$ _____

TRANSFeree COMMUNITY

(b) Van/Bus Operations At the cost of: **\$ 51,408**

(Including Charter and Taxi services)

(c) Services Purchased from SMART At the cost of: \$ _____

(Including Tickets, Shuttle Services/Dial-a-Ride)

(d) Capital Purchases At the cost of: \$ _____

(e) Services Purchased from Subcontractor At the cost of: \$ _____

(NAME OF SUBCONTRACTOR)

(See attached Subcontractor Service Agreement)

Total \$51408

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2024, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2027; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

**SUBURBAN MOBILITY AUTHORITY FOR
REGIONAL TRANSPORTATION**

CITY OF Oak Park

Signature

Signature

Printed Name

ERIK TUNGATE
Printed Name

Title

CITY MANAGER
Title

Date

Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative):

Oak Park Transportation service focuses on providing transportation for seniors and residents with disabilities to medical appointments, grocery, and department stores as well as to classes and events at the Oak Park Community Center. In addition, food from the Forgotten Harvest food pantry is delivered to residents weekly who are homebound. Transportation is provided for senior trips planned to specific events that occur within the tri-county area. Special event requests are dealt with on an individual basis.

Service Area (Provide geographic boundaries):

Most trips are within the city boundaries of Oak Park, however special trips are provided within the Tri-county area.

Service Times (Provide days and hours of service):

Monday through Friday, 8 am – 5 pm. When needed transportation for senior trips occurring on Friday evening and weekends.

Eligible User Groups (Users eligible to use the service):

Residents of Oak Park who are 50 years or older and residents with disabilities.

Fare Structure: (Cost to use service)

Medical transportation - \$4 round trip

Medical transportation - \$3 one-way

Single person errand - \$4 round trip; with \$1 for each additional

Group errand - \$2 round trip

Community Center transportation - \$2 round trip

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):

One (1) 23' Champion bus with wheelchair lift, 13 passenger bus.

One (1) 23' Glaval bus with wheelchair lift, 13 passenger bus.

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Oak Park

Contract Period: July 1, 2023 through June 30, 2024

Account Number: 48237

OPERATING EXPENSES:

Administrative Fee: *(All employees
other than drivers and dispatchers)*

\$3,200

(10% max. of MC & CC funds)

Driver Wages

\$25,900

Fringe Benefits

\$8,362

Gasoline & Lubricants

\$5,000

Vehicle Insurance

\$7,505

Parts, Maintenance Supplies

\$1,200

Mechanic Wages

\$300

Fringe Benefits

\$5,400

Dispatch Wages

\$24,419

Other (Specify)

Sub-Total (Operating Expenses)

\$81,286

PURCHASED SERVICE:

Taxi Service

Charter Service

SMART Bus Tickets

SMART Shuttle Service

SMART Dial-A-Ride

Other (Specify) _____

Sub-Total (Purchased Service)

CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment

Software

Vehicle

Maintenance Equipment

Other (Specify)

Sub-Total (Capital Equipment)

TOTAL EXPENSES **Operating Expenses,**
Purchased Service, and Capital Equipment:

\$81,286

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	\$27,664
Community Credit Funds	\$51,408
Specialized Services Funds	
General Funds	
Farebox Revenue	\$2,214
In-Kind Service	
Special Fares (Contracted Service)	
Other (Specify)	

TOTAL REVENUE: **\$81,286**

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information		
Program Type: Community Partnership Program (CPP) ☒ Specialized Service ☐ New Freedom ☐ JARC ☐ 5310 ☐		
Name of Agency/Community: City of Oak Park		
Address: 14300 Oak Park Blvd		
City: Oak Park	State: MI	Zip: 48237
Agency/Community Data		
1) Has your agency/community completed in excess of \$1,000,000 in DOT federally-funded contracts from SMART in the past year? Yes ☐ No ☒		
2) Does your agency/community employ over fifty (50) transit related employees? Yes ☐ No ☒		
If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below: Buhl Building 535 Griswold Street, Suite 600 Detroit, MI 48226 Attn: EEO Coordinator		
Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes ☒ No ☐ N/A ☐		
Drug and Alcohol Testing Program Requirements		
Does your agency/community have a DOT Drug and Alcohol testing program for Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security) Yes ☒ No ☐		
Name of drug and alcohol testing manager? Carla Allen, Human Resource Director		
Phone Number: 248-691-7448	Ext:	Email: callen@oakparkmi.gov
Please Proceed to Employment Data Section on Back		

EEO COMPLIANCE REPORT A**COMMUNITY PARTNERSHIP FORM****Employment Data**

Report **ONLY** employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.

Job Classification	Total				Race													
					Minority													
					White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race	
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers																		
Professionals	2		2			2												
Technicians																		
Office and Clerical Staff	3	1	2	1	1	1		1										
Craftsmen (Skilled)																		
Operators (Semi-Skilled)	2	2		2			2											
Laborers (Unskilled)																		
Service Workers																		
Journey Workers																		
Apprentices																		
Total	7																	

Certification

How was this information obtained? Visual Survey: Yes ☒ No ☐ Employment Records: Yes ☐ No ☐

Name of Authorizing Official (Print): Laurie Stasiak

Title: Recreation Director

Signature:



Date: 4/10/2024

Contact person for report: Laurie Stasiak

Title: Recreation Director

Telephone: 248-691-7576

Ext:

Email: Lstasiak@oakparkmi.gov



CITY OF OAK PARK, MI STAFF REPORT

5.I

AGENDA FOR: April 15, 2024

SUBJECT: Request to approve Payment Application No. 4 to Santoro Services, LLC of Chesterfield, Michigan for the Linear Park Landscaping Project, M-739 in the amount of \$19,332.98

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is proposed Pay Application No. 4 for the Linear Park Landscaping Project, M-739 by Santoro Services, LLC of Chesterfield, Michigan. This project includes landscaping in the linear park and the second year follow up for weeding and watering. The project is 100% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$152,566.90
Total Earnings to Date:	\$147,162.26
Less Retainage:	\$7,358.11
Net Earned:	\$139,804.15
Deductions:	\$0.00
Balance:	\$139,804.15
Payments to Date:	\$120,471.17
Amount Due to Santoro Services, LLC:	\$19,332.98

RECOMMENDED ACTION: It is recommended that Pay Application No. 4 for the Linear Park Landscaping Project to Santoro Services, LLC of Chesterfield, Michigan be approved for the amount of \$19,332.98. Funding is available in the Public Improvement Fund 401-70-900-970 for this expenditure.

EXHIBITS:

1. M-739 PAY4 - signed
2. M739 Landscaping 9 Mile Map

PAYMENT APPLICATION

PROJECT: Nine Mile Linear Park Landscaping Project
OWNER: City of Oak Park, Michigan
CONTRACTOR: Santoro Service, LLC
 29500 23 Mile Road
 Chesterfield, MI 48047

JOB NUMBER: M-739
APPLICATION NO.: 4
PERIOD ENDING: 3/26/24
PAGE: 1 of 1

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Period Quantity	Period Amount	Quantity To Date	Amount To Date
1	Mobilization, Max	1	LSUM	\$6,500.00	0.00	\$0.00	1.00	\$6,500.00
2	Cobblestone, 12 inch depth	40	SYD	\$98.75	0.00	\$0.00	20.00	\$1,975.00
3	Acer Rubrum, 3 inch	4	EACH	\$350.00	0.00	\$0.00	4.00	\$1,400.00
4	Achillea millefolium, #1 cont.	83	EACH	\$18.00	0.00	\$0.00	86.00	\$1,548.00
5	Amelanchier canadensis 'Autumn Brilliance'	9	EACH	\$495.00	0.00	\$0.00	9.00	\$4,455.00
6	Arcostaphylos uva-ursa, quart	1,039	EACH	\$13.50	15.00	\$202.50	1,047.00	\$14,134.50
7	Aronia melanocarpa, 'Autumn Magic', #5 Cont.	21	EACH	\$79.00	0.00	\$0.00	21.00	\$1,659.00
8	Asclepias Tuberosa, #1 cont.	22	EACH	\$22.00	0.00	\$0.00	14.00	\$308.00
9	Celtia Occidentalis, 3 inch	5	EACH	\$425.00	0.00	\$0.00	4.00	\$1,700.00
10	Cercis Canadensis, 10 ft height	5	EACH	\$425.00	0.00	\$0.00	5.00	\$2,125.00
11	Cronus sericea, #5 cont.	5	EACH	\$79.00	0.00	\$0.00	5.00	\$395.00
12	Echinacea purpurea, #1 cont.	81	EACH	\$18.00	0.00	\$0.00	79.00	\$1,422.00
13	Geranium maculatum, #1 cont.	255	EACH	\$18.00	0.00	\$0.00	245.00	\$4,410.00
14	Ilex verticillata, #5 cont.	8	EACH	\$79.00	0.00	\$0.00	8.00	\$632.00
15	Iris virginia, #1 cont.	26	EACH	\$18.00	0.00	\$0.00	26.00	\$468.00
16	Juniperus Chinensis 'Nick's Compact', #5 cont.	177	EACH	\$75.00	6.00	\$450.00	148.00	\$11,100.00
17	Juniperus virginiana, 10 ft height	2	EACH	\$365.00	0.00	\$0.00	0.00	\$0.00
18	Larix Laricina, 10 ft height	1	EACH	\$495.00	0.00	\$0.00	0.00	\$0.00
19	Monarda spicata, #1 cont.	5	EACH	\$18.00	0.00	\$0.00	5.00	\$90.00
20	Panicum virgatum 'Shenandoah', #1 cont.	19	EACH	\$20.00	0.00	\$0.00	19.00	\$380.00
21	Physocarpus opulifolius 'Diabolo', #5 cont.	8	EACH	\$79.00	0.00	\$0.00	8.00	\$632.00
22	Potentilla fruticosa 'Goldfinger', #1 cont.	89	EACH	\$19.00	0.00	\$0.00	89.00	\$1,691.00
23	Quercus rubra, 3 inch	5	EACH	\$495.00	0.00	\$0.00	5.00	\$2,475.00
24	Rhus aromatica 'Gro-Low', #1 cont.	125	EACH	\$18.00	1.00	\$18.00	126.00	\$2,268.00
25	Rudbeckia fulgida var sulivantii 'Goldsturm', #1 cont.	27	EACH	\$20.00	0.00	\$0.00	26.00	\$520.00
26	Schizachyrium scoparium, #1 cont.	21	EACH	\$18.00	4.00	\$72.00	25.00	\$450.00
27	Sporobolus heterolepis, #1 cont.	264	EACH	\$18.00	0.00	\$0.00	264.00	\$4,752.00
28	Symphyotrichum novae-angliae, #1 cont.	10	EACH	\$18.00	0.00	\$0.00	10.00	\$180.00
29	Ulmus x 'Frontier', 3 inch	5	EACH	\$425.00	0.00	\$0.00	5.00	\$2,125.00
30	Viburnum dentatum 'Blue Muffin', #5 cont.	15	EACH	\$79.00	0.00	\$0.00	15.00	\$1,185.00
31	Watering and cultivating, 1st year	1	LSUM	\$9,100.00	1.00	\$9,100.00	1.00	\$9,100.00
32	Watering and cultivating, 2nd year	1	LSUM	\$10,400.00	1.00	\$10,400.00	1.00	\$10,400.00
33	Plant bed preparation	1,525	SYD	\$32.95	0.00	\$0.00	1,557.81	\$51,329.84
34	Acer rubrum, 3 inch	1	EACH	\$350.00	0.00	\$0.00	0.00	\$0.00
35	Aronia melanocarpa 'Autumn Magic', #5 cont.	6	EACH	\$79.00	0.00	\$0.00	0.00	\$0.00
36	Cercis canadensis, 10 ft height	2	EACH	\$425.00	0.00	\$0.00	0.00	\$0.00
37	Geranium maculatum, #1 cont.	47	EACH	\$18.00	6.00	\$108.00	6.00	\$108.00
38	Panicum virgatum, 'Shenandoah', #1 cont.	9	EACH	\$20.00	0.00	\$0.00	0.00	\$0.00
39	Rhus aromatica 'Gro-Low', #1 cont.	5	EACH	\$18.00	0.00	\$0.00	0.00	\$0.00
40	Rudbeckia fulgida var sulivantii 'Goldsturm', #1 cont.	3	EACH	\$20.00	0.00	\$0.00	0.00	\$0.00
41	Sporobolus heterolepis, #1 cont.	22	EACH	\$18.00	0.00	\$0.00	0.00	\$0.00
42	Ulmus x 'Frontier', 3 inch	1	EACH	\$425.00	0.00	\$0.00	0.00	\$0.00
43	Plant bed preparation	67	SYD	\$32.95	0.00	\$0.00	0.00	\$0.00
44	Grass Restoration	0	SFT	\$0.65	0.00	\$0.00	8,069.10	\$5,244.92
\$20,350.50							\$147,162.26	

Original Contract Amount: \$152,566.90

Earnings This Period: \$20,350.50
 Total Earnings to Date: \$147,162.26
 Less Retainage: \$7,358.11
 Net Earned: \$139,804.15
 Deductions: \$0.00
 Balance: \$139,804.15
 Payments to Date: \$120,471.17

Amount Due: \$19,332.98

Accepted By:

Franco Santoro

Santoro Services, LLC

Date:

04/03/2024

Kara M. Grisamer

Kara Grisamer, City Engineer
 City of Oak Park, Michigan

Date:

04/04/2024

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____
December 2022 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-739 and dated April 21
_____, 20 22 for

NINE MILE LINEAR LANDSCAPING PROJECT, M-739

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: 04/03/2024

Franco Santoro

By: Franco Santoro

Title: Member

M-739 PAY4 - Unsigned

Final Audit Report

2024-04-04

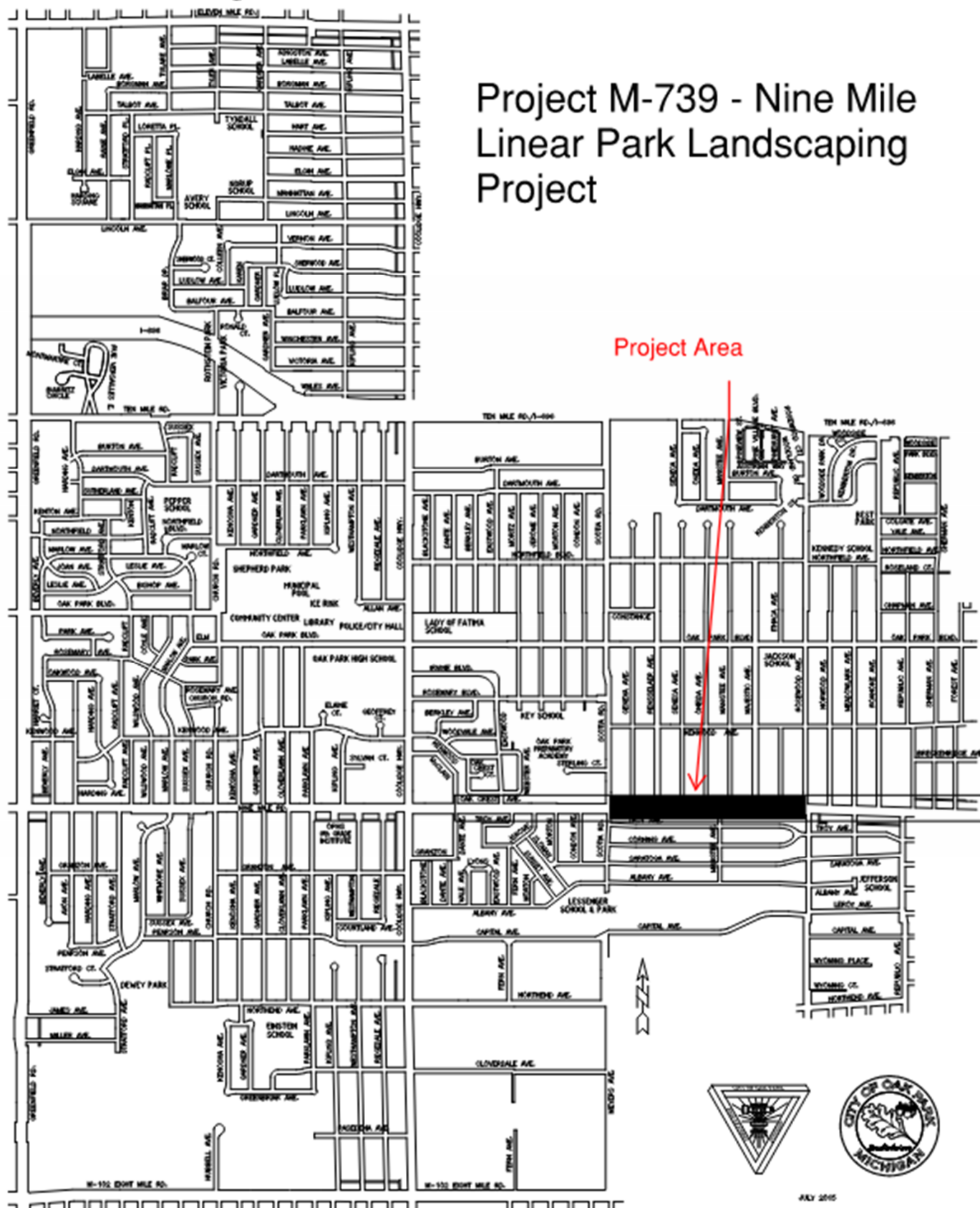
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"M-739 PAY4 - Unsigned" History

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2024-04-04 - 3:27:39 PM GMT

City of Oak Park

Project M-739 - Nine Mile Linear Park Landscaping Project



JULY 2015



CITY OF OAK PARK, MI STAFF REPORT

5.J

AGENDA FOR: April 15, 2024

SUBJECT: Approval of Pay Application No. 2 for the 2023 Sewer & Catch Basin Cleaning & TV Inspection Project, M-760 in the amount of \$79,078.35

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is proposed Pay Application No. 2 for the 2023 Sewer & Catch Basin Cleaning & TV Inspection Project, M-760 by Doetsch Environmental Services of Warren, MI. This project includes cleaning and inspecting the sewers and catch basins in the area shown on the attached map. The project is approximately 64% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$274,495.50
Total Earnings to Date:	\$175,992.00
Less Retainage:	\$8,799.60
Net Earned:	\$167,192.40
Deductions:	\$0.00
Balance:	\$167,192.40
Payments to date:	\$88,114.05
Amount Doetsch Environmental Services:	\$79,078.35

RECOMMENDED ACTION: It is recommended that Pay Application No. 2 for the 2023 Sewer & Catch Basin Cleaning & TV Inspection Project, M-760 to Doetsch Environmental Services of Warren, MI be approved for the amount of \$79,078.35. Funding is available in the Water and Sewer Fund (592-18-550-930) for this expenditure.

EXHIBITS:

1. Pay 02 M760 - signed
2. M-760 MAP

PAYMENT APPLICATION

PROJECT: 2023 SEWER & CATCH BASIN CLEANING & TV INSPECTION PROJECT

OWNER: CITY OF OAK PARK, MICHIGAN

CONTRACTOR: DOETSCH ENVIRONMENTAL SERVICES
21221 MULLIN AVENUE
WARREN, MI 48089

JOB NUMBER: M-760

APPLICATION NO.: 2

PERIOD ENDING: 3/15/2024

ITEM	DESCRIPTION	ORIGINAL BID QUANTITY		UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
1	Medium 8" Sewer Cleaning & TV Inspection	871	LFT	\$1.75	144	\$252.00	144	\$252.00
2	Medium 10" Sewer Cleaning & TV Inspection	6,717	LFT	\$1.75	1,885	\$3,298.75	1,885	\$3,298.75
3	Medium 12" Sewer Cleaning & TV Inspection	27,504	LFT	\$1.75	10,206	\$17,860.50	23,096	\$40,418.00
4	Medium 15" Sewer Cleaning & TV Inspection	14,472	LFT	\$2.00	6,776	\$13,552.00	12,474	\$24,948.00
5	Medium 18" Sewer Cleaning & TV Inspection	16,080	LFT	\$2.00	2,405	\$4,810.00	13,965	\$27,930.00
6	Medium 21" Sewer Cleaning & TV Inspection	5,762	LFT	\$2.25	1,569	\$3,530.25	3,398	\$7,645.50
7	Medium 24" Sewer Cleaning & TV Inspection	7,169	LFT	\$2.25	1,864	\$4,194.00	3,370	\$7,582.50
8	Medium 27" Sewer Cleaning & TV Inspection	2,077	LFT	\$2.25	1,530	\$3,442.50	2,315	\$5,208.75
9	Medium 30" Sewer Cleaning & TV Inspection	4,523	LFT	\$3.00	138	\$414.00	3,503	\$10,509.00
10	Medium 33" Sewer Cleaning & TV Inspection	603	LFT	\$4.00	0	\$0.00	306	\$1,224.00
11	Medium 36" Sewer Cleaning & TV Inspection	3,417	LFT	\$4.00	1,967	\$7,868.00	4,054	\$16,216.00
12	Medium 42" Sewer Cleaning & TV Inspection	1,340	LFT	\$4.00	500	\$2,000.00	1,628	\$6,512.00
13	Catch Basin Lead Cleaning & TV Inspection	13,065	LFT	\$2.50	3,503	\$8,757.50	3,503	\$8,757.50
14	Catch Basin Structure Cleaning	637	EA	\$50.00	148	\$7,400.00	148	\$7,400.00
15	Sewer Lateral Protruding Lead Cutting	10	EA	\$100.00	0	\$0.00	0	\$0.00
16	Gate Well Structure Cleaning	0	EA	\$100.00	0	\$0.00	0	\$0.00
17	Medium 42" Sewer Cleaning & TV Inspection	0	LFT	\$5.00	0	\$0.00	934	\$4,670.00
18	Medium 54" Sewer Cleaning & TV Inspection	0	LFT	\$6.00	118	\$708.00	570	\$3,420.00

Period Total Amount: \$78,087.50 Amount to Date: \$175,992.00

Original Contract Amount: \$274,495.50

Earnings This Period: \$78,087.50

Total Earnings to Date: \$175,992.00

Less Retainage: \$8,799.60

Net Earned: \$167,192.40

Deductions: \$0.00

Balance: \$167,192.40

Payments to Date: \$88,114.05

AMOUNT DUE DOETSCH ENV. SERVICES: \$79,078.35

Accepted By: Sean M Schottkofer
Doetsch Environmental Services

Date: 03/27/2024

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

Date: 03/28/2024

Pay 02 M760 - unsigned

Final Audit Report

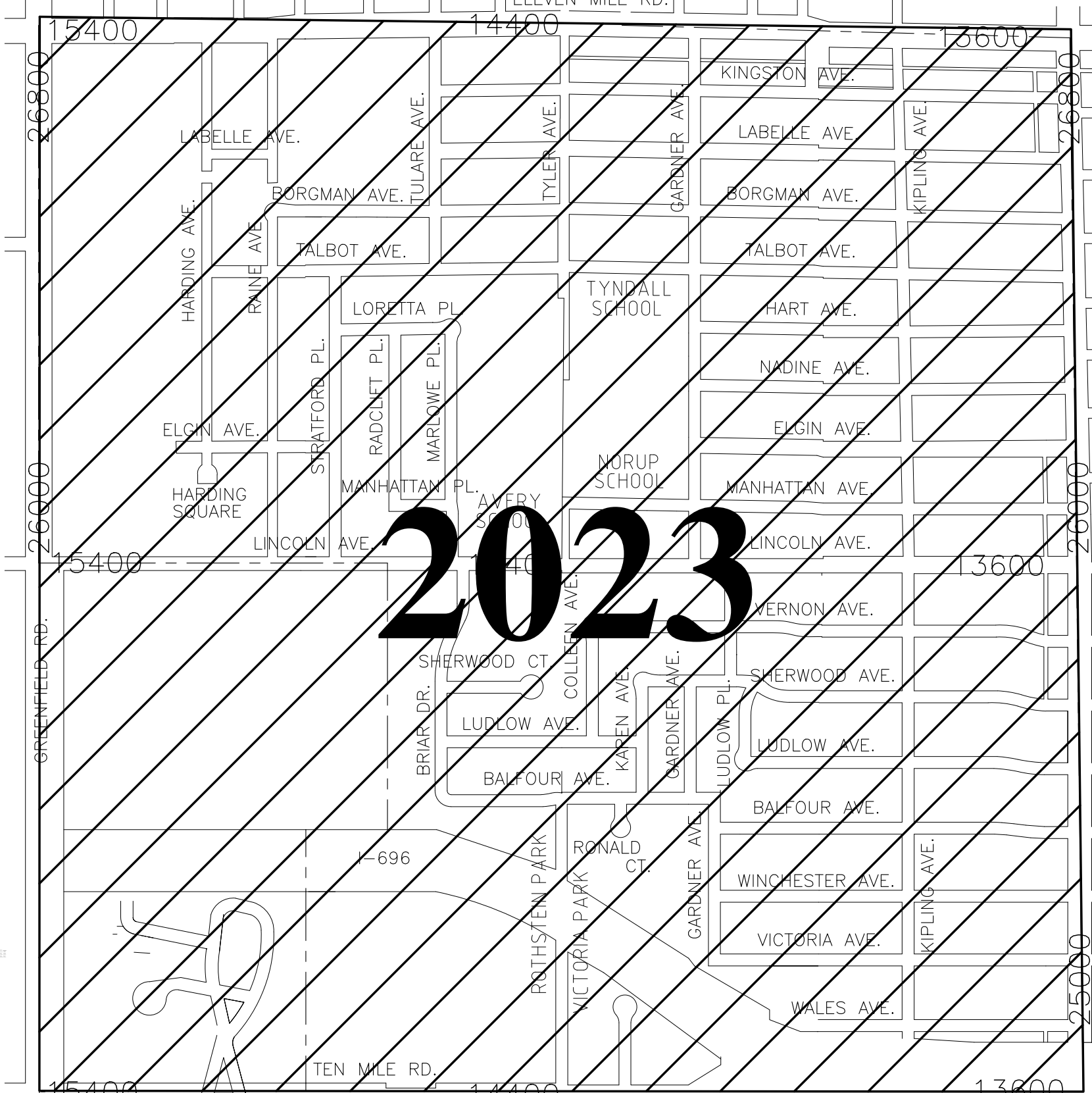
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2023





CITY OF OAK PARK, MI STAFF REPORT

5.K

AGENDA FOR: April 15, 2024

SUBJECT: Approval of Pay Application No. 1 for the 2024 Joint and Crack Sealing Project, M-765 in the amount of \$56,956.90

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is proposed Pay Application No. 1 for the 2024 Joint and Crack Sealing Project, M-765 by Michigan Joint Sealing, Inc of Farmington Hills, MI. This project includes routing and sealing joints and cracks on selected streets in the areas shown on the attached map. The project is approximately 64% complete.

FINANCIAL STATEMENT:

Original Contract Amount:	\$96,516.00
Total Earnings to Date:	\$61,782.70
Less Retainage:	\$4,825.80
Net Earned:	\$56,956.90
Deductions:	\$0.00
Balance:	\$56,956.90
Payments to date:	\$0.00
Amount Due to Michigan Joint Sealing:	\$56,956.90

RECOMMENDED ACTION: It is recommended that Pay Application No. 1 for the 2024 Joint and Crack Sealing Project, M-765 by Michigan Joint Sealing, Inc of Farmington Hills, MI be approved for the amount of \$56,956.90. Funding is available in the Local Streets Fund (203-18-479-970) for this expenditure.

EXHIBITS:

1. M-765 PAY 1 - signed
2. M-765 AREA MAP

PAYMENT APPLICATION

PROJECT: 2024 JOINT AND CRACK SEALING PROJECT
OWNER: CITY OF OAK PARK, MICHIGAN
CONTRACTOR: MICHIGAN JOINT SEALING, INC.
28830 WEST EIGHT MILE RD.
FARMINGTON HILLS, MI 48336

JOB NUMBER: M-765
APPLICATION NO.: 1
PERIOD ENDING: 3/29/2024

ITEM	DESCRIPTION	ORIGINAL		UNIT	PERIOD	PERIOD	QUANTITY	AMOUNT
		BID	QUANTITY					
1	Rout & Seal Joints & Cracks, Modified SP	149,355	LFT	\$0.76	74,495	\$56,616.20	74,495	\$56,616.20
2	Joint Sealing Compound, Modified SP	41,815.71	LBS	\$0.41	12,600	\$5,166.00	12,600	\$5,166.00
3	Minor Traffic Devices, Modified SP	1	LSUM	\$1.00	0.50	\$0.50	0.50	\$0.50
4	Asphalt Mastic Repair	50	LFT	\$8.75	0	\$0.00	0	\$0.00
Period Total Amount:						\$61,782.70	Amount to Date:	\$61,782.70

Current Contract Amount:	\$96,516.00	Earnings This Period:	\$61,782.70
		Total Earnings to Date:	\$61,782.70
		Less Retainage:	\$4,825.80
		Net Earned:	\$56,956.90
		Deductions:	\$0.00
		Balance:	\$56,956.90
		Payments to Date:	\$0.00

AMOUNT DUE MICHIGAN JOINT SEALING INC.: \$56,956.90

Accepted By: DAVID K BACCI
DAVID K BACCI (Apr 3, 2024 08:43 EDT)
Michigan Joint Sealing Inc.

Date: 04/03/2024

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

Date: 04/04/2024

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____
START OF PROJECT _____ to MARCH 29, 2024, 20 __,
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-765 and dated JANUARY 8, 2024

, 20 ____ for

2024 JOINT & CRACK SEALING PROJECT

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: 04/03/2024 _____

DAVID K BACCI
DAVID K BACCI (Apr 3, 2024 08:43 EDT)
By: DAVID K BACCI
Title: OPERATIONS _____

PAY 1

Final Audit Report

2024-04-04

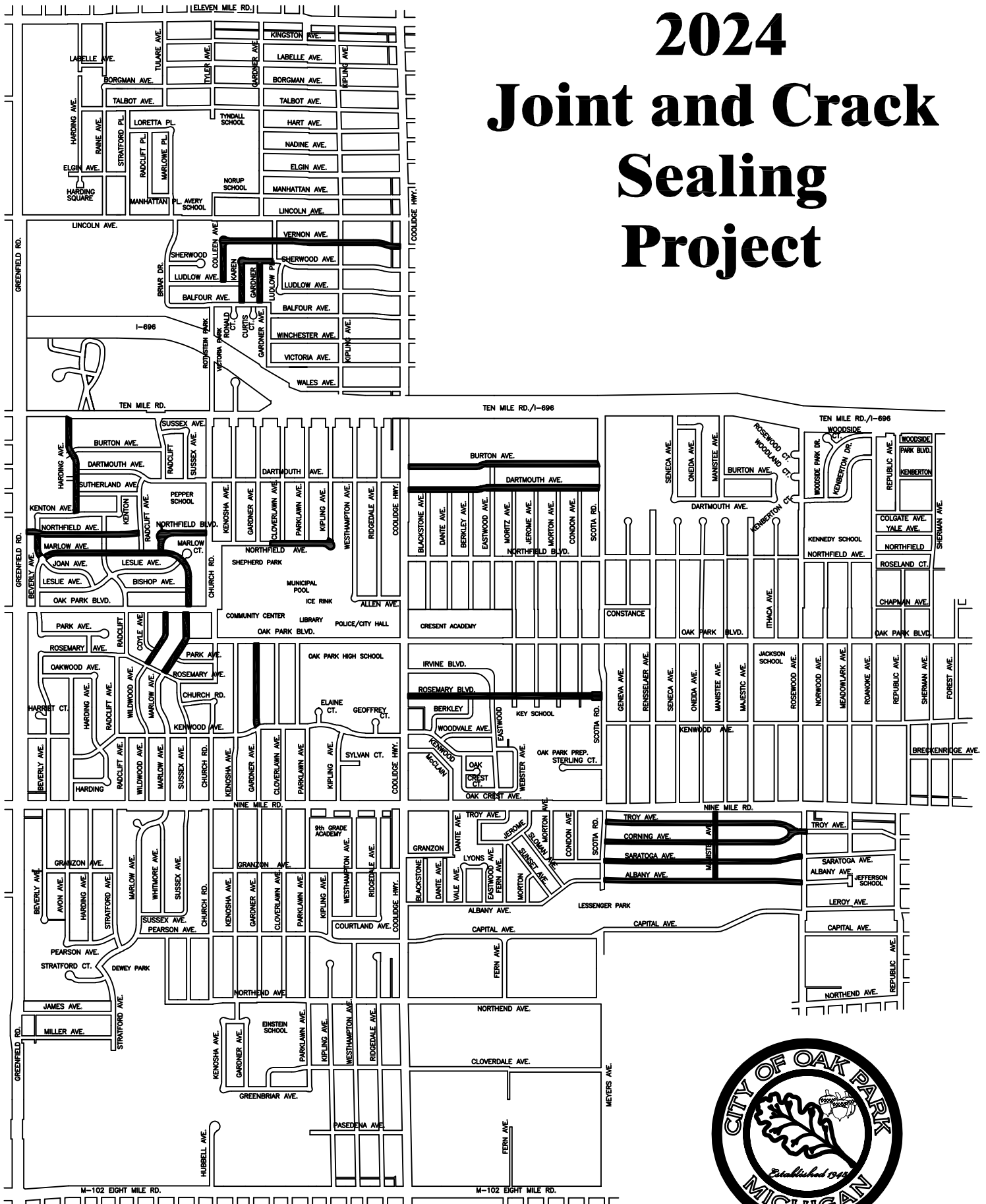
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City of Oak Park

2024 Joint and Crack Sealing Project



MERCHANT'S LICENSES - APRIL 15, 2024

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
FOREST BAKERY LLC	8140 NINE MILE RD	\$150.00	BAKERY
DETROIT PERMANENT COSMETICS	10626 W NINE MILE RD	\$150.00	BEAUTY SERVICES

RENEWALS FOR 2024	ADDRESS	FEES	BUSINESS TYPE
SLOT SPEEDWAY USA INC	10200 CAPITAL AVE	\$ 150.00	RETAIL
APOLLO HEAT TREATING AND PROCESSING	10400 CAPITAL AVE	\$ 187.50	OFFICE
BIBA INTERNATIONAL INC	13220 CLOVERDALE AVE A	\$ 150.00	WHOLESALE
CHET'S RENT-ALL	20800 COOLIDGE HWY	\$ 150.00	EQUIPMENT REPAIR
INTEGRA CONTRACTORS	21410 COOLIDGE HWY	\$ 150.00	CONTRACTOR
GOLD STAR PRODUCTS	21680 COOLIDGE HWY	\$ 150.00	COMMERCIAL SUPPLIER
BEAUTIFLY HAIR INC	22136 COOLIDGE HWY	\$ 150.00	HAIR SALON
GOLDEN HANDS OF REGINA	21700 GREENFIELD RD # 204	\$ 150.00	HAIR SALON
TULIPS WAXING	23300 GREENFIELD RD # 222	\$ 150.00	SPA
NAILS BY SLIM	23300 GREENFIELD RD # 225	\$ 150.00	NAIL SALON
KRAVINGS	25270 GREENFIELD RD	\$ 150.00	RESTAURANT
ADVANCED INSURANCE CONCEPTS OF MICHIGAN	25900 GREENFIELD RD # 361	\$ 150.00	OFFICE
AVIS MANAGEMENT LLC	26640 HARDING AVE	\$ 150.00	OFFICE
WING'S GARDEN	8410 W NINE MILE RD	\$ 150.00	RESTAURANT
QUALITY REPAIR AND TIRE CENTER	10200 W NINE MILE RD	\$ 187.50	AUTO REPAIR
THE BEAUTY MANSION LLC	15411 W NINE MILE RD	\$ 225.00	HAIR SALON
CREATED PERFORMANCE	8740 NORTHEND AVE	\$ 187.50	AUTO REPAIR
BRILAR LLC	13200 NORTHEND AVE	\$ 187.50	COMMERCIAL LANDSCAPING
C & J GENERAL CONTRACTORS INC	22610 ROSEWOOD AVE	\$ 150.00	OFFICE
SAMARITAN HOMES INC	22610 ROSEWOOD AVE	\$ 150.00	OFFICE
NATIONAL TIME & SIGNAL CORP	21800 WYOMING AVE	\$ 150.00	CLOCK REPAIR

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 the 15th 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

STRATEGIC PLAN

2021 - 2026

2024 Q1 Report



INTRODUCTION



The Strategic Plan Reports are an opportunity to share the progress the City is making on our 2021-2026 Strategic Plan.

City administration created an action plan that guides staff over the next five years in achieving the City's established goals and objectives. It is broken down into actionable items with a timeframe for completion and identifies the departments responsible for insuring their completion. The Quarterly Reports that have been delivered this year have provided a highlight of the activities that the City has carried out in the previous three months, in an effort to work toward our established objectives.

VISION, MISSION, VALUES



OUR VISION

The City of Oak Park will lead the region as the most dynamic city in Metropolitan Detroit, serving as a destination as a vibrant, cutting-edge community.

OUR MISSION

In the City of Oak Park, we strive to provide the highest quality of life for our residents in everything we do.

We pride ourselves on the richness of our cultural diversity and our safe and secure neighborhoods.

We actively encourage residential and business growth.

We are business minded and family-centered.

OUR VALUES

Prioritizing our public's well-being first;

Operating with integrity and maintaining the trust of our residents;

Providing the highest quality programs and services;

Serving as good stewards of our financial and physical resources;

Delivering honest, responsive government;

Attracting innovation, community development and business enterprise.

GOALS



GOAL 1:

Deepen sense of place and community identity

GOAL 2:

Foster an engaged, informed community

GOAL 3:

Cultivate organizational excellence

GOAL 4:

Provide efficient, resilient government

GOAL 5:

Ensure a safe and comfortable environment for everyone

GOAL 6:

Encourage environmentally sustainable practices

QUARTERLY REPORT



GOAL 1: DEEPEN SENSE OF PLACE AND COMMUNITY IDENTITY

Through the expansion of dynamic commercial and industrial corridors, preservation of the integrity of our neighborhoods, and events and amenities that celebrate Oak Park's diversity

Objective: Attract and retain a mixture of robust businesses into the City

- Finalizing the Match on Main program grant application through the MEDC for businesses in the CIA, which will provide grants up to \$25,000
- Have engaged both Southfield and Berkley chambers and are working on joining each chamber in Fiscal Year 2024
- The Economic Development department has worked with the cities of Southfield and Lathrup Village to host training events and networking opportunities
- The Library provides space and marketing for Oakland County's Business Forward initiative that facilitates connections between businesses and Business Forward resources

Objective: Improve the overall appearance of commercial corridors and industrial districts

- Issued 1,730 Code Enforcement Notices for various properties and issued 80 tickets (commercial and residential)
- Performed 379 Business License inspections
- Codified the vacant property registration ordinance and revised shopping cart ordinance

Objective: Combat blight issues in residential neighborhoods

- Performed 611 rental inspections

Objective: Celebrate Oak Park's diversity through events and programs that attract people throughout the region

- Library:
 - * Celebrated Black History month with an author talk about hall of fame baseball player from Negro Baseball League and "grab and go" kits for artist Alma Thomas and engineer Jerry Lawson
 - * Hosted Trio Vista (string trio) concert
 - * Create a dragon eye craft event in recognition of the Chinese New Year
- Recreation:
 - * Hosted another annual Winterfest - it was well-attended and full of fun activities for families (craft tables, reindeer, face painting, ice skating, carriage rides, ice carver, free chili, hot chocolate and s'mores)
 - * Hosted the annual daddy-daughter dance

QUARTERLY REPORT



Objective: Expand Housing Options

- Completed a housing study that looked at mixed use and senior housing needs and demand in Oak Park

Objective: Invest in public art experiences

- The City and the Library released a request for proposals for a mural on the east-facing exterior wall of the Library
- The artist-in-residence program hosted artist Barbara Jacob's work, including an artist reception in February

Objective: Provide programming that responds to the needs of all demographics of the community

- The Library hosted:
 - * Free literacy-based events for 1-2 year olds in partnership with Great Start Collaborative-Oakland
 - * Story time (toddler and pj storytimes)
 - * Space & Art Event at OPHS planetarium
- Recreation:
 - * Mom 2 Mom sale in March
 - * Introduced parent-tot playtime every Wednesday for kids 0-5 years old
 - * Pre-school basketball clinic
 - * Bingo
 - * Hustle Class
 - * Belly dancing
 - * Scrabble club
 - * Seniors in Motion
 - * Yoga
 - * Martial Arts classes
 - * Chess
 - * Zumba

Objective: Foster social interaction and a sense of ownership at all of the City's public spaces

- Recreation hosted first S'mores N' More pop up event at Sherman Pocket Park in February

QUARTERLY REPORT



GOAL 2: FOSTER AN ENGAGED, INFORMED COMMUNITY

Through meaningful, timely communications, and ample opportunities for resident engagement with their government and each other

Objective: Ensure effective, meaningful communication with the community

- Added 52 new subscribers to e-blasts
- Launched the weekly e-blast Oak Park Report, which has increased subscribers
- Continuing an Elevate Oak Park communication campaign to keep residents informed on progress
- Keeping up meaningful strategic communication amongst several platforms, including the Oak Park Public Safety Facebook page, the Recreation Facebook Page, the Oak Park Library Facebook Page, the Nine Mile Facebook Page, and now the Oak Park CIA Facebook Page
- Public Safety Engagement:
 - * Facebook page has 644 followers
 - * Implemented "ride along with" videos
 - * Utilizing fun ways to engage community members and share important information
 - * Reading to students during March reading month
 - * Community Resource officers visited all schools, engaging in positive dialogue
 - * Conduct visits to homes of residents who may suffer/struggle with substance use disorders in an effort to offer assistance through Family Against Narcotics
 - * Patrol Division has been meeting with various business owners throughout their shifts to address potential issues/community challenges
 - * Community Resource officer active Board member of Oak Park Youth Assistance

Objective: Increase positive media coverage

- Drafted 2 press releases
- Number of Articles/News Hits this quarter
 - * Oakland County Times: 8
 - * Oakland Press/Royal Oak Tribune: 3
 - * MetroMode: 2

QUARTERLY REPORT



GOAL 3: CULTIVATE ORGANIZATIONAL EXCELLENCE

Through the development of a workplace culture that focuses on continuous improvement, accountability, engagement and healthy lifestyles

Objective: Provide high quality, friendly, responsive customer service

- Staff responded to 146 Gov QA requests, with an average time to close of 3.7 days
- The Communications Director and Resident Services Coordinator are establishing a communication strategy to educate residents on tree types and cutting seasons

Objective: Ensure the retention of talent and institutional knowledge

- We have implemented an organizational development and engagement strategy utilizing Gallup's Clifton Strengths assessment and toolbox.

QUARTERLY REPORT



GOAL 4: PROVIDE EFFICIENT, RESILIENT GOVERNMENT

Through a commitment to financial sustainability, innovation and best practices

Objective: Secure outside funding to help fund City projects and capital expenses

- Submitted funding requests to our State and Federal representatives for several city projects in Fiscal year 2025
- Recreation has to-date received \$15,000 in direct sponsorship dollars for the Farmers Market, \$10,000 for Concerts in the Park, and \$1,500 for raised garden beds (a project associated with the Farmers Market Power of Produce program)
- Library: awarded Michigan Humanities grant to bring the Black History 101 Mobile Museum to Juneteenth celebration

Objective: Partner with neighboring jurisdictions, as appropriate to accomplish common goals and maximize efficiencies

- Council signed a resolution of support to enter into an interlocal agreement with Berkley Schools to work in partnership on improvements to Tyler Park
- Finalized agreements with Oakland County on the Shepherd Park partnership
- Library Partnerships include:
 - * Lakeshore Legal Aid
 - * Great Start Collaborative for early literacy programs.
 - * Area Agency on Aging for Medicare program
 - * Oak Park High School for book club and planetarium programs.
- Recreation Partnerships include:
 - Cities of Ferndale, Hazel Park, Pleasant Ridge
 - National Kidney Foundation
 - Americore for Food Safety
 - Oakland County Health Department
 - Corewell Health
 - Oak Park Schools
 - Ascension Health
 - Humana

Objective: Ensure efficiency of elections

- The Clerks office and the Communications department are working together on the implementation of a voter information campaign, utilizing the City Magazine, utility billing mailers, and social media

QUARTERLY REPORT



GOAL 5: ENSURE A SAFE AND COMFORTABLE ENVIRONMENT FOR EVERYONE

Through continued investment in public safety service and sustainable infrastructure throughout the City

Objective: Provide high quality public safety services

- Public Safety strategically directs resources in specific areas, including two speed trailers and decoy vehicles, where speeding continues to be an issue. This year we added a speed trailer.
- Public Safety continues to maintain consistent response time for priority 1 calls within five minutes of being dispatched

Objective: Consistent, strategic investment in water sewer system

- The City uses Water and Sewer Asset Management Study to guide strategic investment in our water and sewer infrastructure.
- 2024 Water Main projects (Oak Park Blvd. and Lincoln) have been awarded to the low bidder

Objective: Incorporate green infrastructure in all City projects, whenever possible

- Oak Park is part of Watertowns in 2024, allowing us to access additional resources to help advance green infrastructure

GOAL 6: Encourage environmentally sustainable practices

Through a commitment to sustainable practices within City facilities and projects, and the promotion of such practices to businesses and residents

Objective: Provide more opportunities to recycle throughout the City

- Hosted SOCCRA cardboard recycling event

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

Today's Date: 3/13/2024

Applicant Information

Applicant/Business Name: Arts and Cultural Diversity Commission

Applicant/Business Address: 14000 Oak Park Blvd, Oak Park MI

Phone number: _____ E-Mail Address: cflynn@oakparkmi.gov

Relation of applicant to business: Staff Liaison

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

Owner Information

Owner or manager of site: Laurie Stasiak Phone: _____

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: April 28, 2024 Has this event been held previously? ☒ Yes ☐ No

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

Is this a City owned park? No

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

Nature, purpose, and detailed description of event: World Dance Day is an annual cultural event put on the Arts and Cultural Diversity Commission to honor and recognize the impact dance has on our community, and internationally.

This two hour event features diverse routines that shed light on the cultural importance of dance.

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

If yes, please describe how so: This event is open to the public and advertised via City Communication channels to encourage attendance and participation in the event.

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

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

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

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

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

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

Food Services

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

Will the food be prepackaged or prepared on site: _____

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

Mechanical Amusement

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

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

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

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

Technical/Support

Will the event require use of electrical supply source? ☒ Yes ☐ No, if yes, please describe:
The DJ will need to use an outlet to setup their equipment.

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.

Courtney Flynn

Applicant's Signature

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Arts and Cultural Diversity Commission
World Dance Day
Oak Park Community Center
DATE: April 28, 2024 at 4:00 pm – 6:00 pm

<u>DEPARTMENT</u>	<u>SERVICES/CONSIDERATIONS</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
MUNICIPAL SERVICES <i>Kim Marrone</i> <i>*Dan Fairless</i>	Electrical cords cannot create a trip hazard. Please ensure safe installation.	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Public Safety will conduct periodic checks as part of normal patrol activities	20 mins	NA
RECREATION <i>Laurie Stasiak</i>	1 Building Monitor All rooms – set up chairs No rentals scheduled for Saturday	9 hours for set up/teardown /event. More if needed.	Approx: \$135 – staff
DPW <i>Dave Decoster</i>	N/A	N/A	N/A
CITY ATTORNEY <i>Courtney Krause</i>			
ADMINISTRATION <i>Crystal VanVleck</i>	<u>APPROVAL RECOMMENDATION</u> N/A		\$100 fee waived

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

Today's Date: 3/20/2024

Applicant Information

Applicant/Business Name: Oak Park Public Library

Applicant/Business Address: 14200 Oak Park Blvd

Phone number: 248-691-7480 E-Mail Address: kschaaf@oakparkmi.gov

Relation of applicant to business: Library Director

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

Owner Information

Owner or manager of site: City of Oak Park Phone: 248-691-7400

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: June 30, 2024 / 12:00 Has this event been held previously? ☐ Yes ☒ No

Address or location of event: 14200 Oak Park Blvd

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: Inflatable Adventures! A family fun activity with inflatables provided by Oakland County Parks and Recreation. Aimed at families with youth age 10 and under.

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

If yes, please describe how so: The inflatables will be set up by Oakland County Parks and Rec in the green space between City Hall and the Library. It will be open for anyone to participate. No cost.

Estimated number of people attending event? 50 Hours of Event: 12:00 - 2:00

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

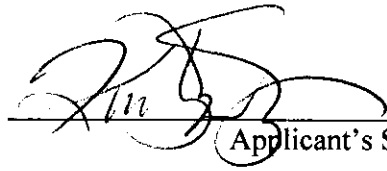
Will there be any mechanical rides at event? ☐ Yes ☒ No, if yes, please provide the name and the address of amusement operators: _____

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

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

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.*

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.

A handwritten signature in black ink, appearing to be 'Xm JB', written over a horizontal line.

Applicant's Signature

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:

Possibly a 10' x 10" pop up 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.



CERTIFICATE OF SELF-INSURANCE

ISSUED BY:

Robert Erlenbeck
Insurance Risk Administrator
Oakland County Risk Management & Safety
2100 Pontiac Lake Road, Bldg. 41W
Waterford, MI 48328-0471

ENTITY:

County of Oakland – Oakland County Parks and Recreation
1200 N. Telegraph Road
Pontiac, MI 48341-0471

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

TERMS AND CONDITIONS

It should be expressly understood that the intent of the self-insurance evidenced herein follows the provisions of the policies and regulations of the County of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its representatives, employees or other persons under its direction and control. The provisions under General Liability shall apply only with respect to claims arising out of the negligent acts or omissions of the County of Oakland, its representative, employees or other persons under its direction and control.

TYPE OF INSURANCE		EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
GENERAL LIABILITY	OAKLAND COUNTY IS SELF INSURED FOR GENERAL LIABILITY	1984	CONTINUOUS	GENERAL AGGREGATE	\$ Self
				PRODUCTS COMP/OP AGG	\$ Insured
				PERSONAL & ADV INJURY	\$
				EACH OCCURRENCE	\$
				FIRE DAMAGE (ANY 1 FIRE)	\$
				MED EXP (ANY 1 PERSON)	\$
WORKERS' COMP AND EMPLOYERS' LIABILITY	OAKLAND COUNTY IS SELF INSURED FOR WORKERS COMPENSATION	1979	CONTINUOUS	STATE STATUTORY LIMITS	

DESCRIPTION AND LOCATION OF EVENT:

OAK PARK; Oak Park Public Library, 14200 Oak Park Blvd; Oak Park, MI 48237

DATE(S) / TIME(S) OF EVENT:

June 30, 2024 at 12:00 p.m.

CERTIFICATE HOLDER

Oak Park Public Library
Attn: M. Connolly
14200 Oak Park Blvd
Oak Park, MI 48237

CANCELLATION

Should any of the above described self-insured coverages be modified or cancelled before the expiration date shown, the County of Oakland will provide 30 days written notice to the named Certificate holder. Failure to convey such notice shall not be a bar to the change of coverages, limits, and conditions implemented by the County of Oakland.

AUTHORIZED REPRESENTATIVE:

Robert Erlenbeck

DATE: 1/22/2024

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Oak Park Public Library
Inflatable Adventures
Between City Hall and the Library
DATE: June 30, 2024 at 12:00 pm – 2:00 pm

<u>DEPARTMENT</u>	<u>SERVICES/CONDITIONS</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
MUNICIPAL SERVICES <i>Kim Marrone</i> <i>*Dan Fairless</i>	All inflatables must be properly anchored to the ground. Electrical cords cannot create a trip hazard. All gasoline operated generators must be safely positioned away from pedestrians and adequately vented.	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Public Safety to conduct periodic checks as part of normal patrol activities	20 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>	N/A		\$100 fee waived

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

Today's Date: 3/20/2024

Applicant Information

Applicant/Business Name: Oak Park Public Library

Applicant/Business Address: 14200 Oak Park Blvd

Phone number: 248-691-7480 E-Mail Address: kschaaf@oakparkmi.gov

Relation of applicant to business: Library Director

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

Owner Information

Owner or manager of site: City of Oak Park Phone: 248-691-7400

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: July 14, 2024 / 12:00 Has this event been held previously? ☐ Yes ☒ No

Address or location of event: 14200 Oak Park Blvd

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: Adventures in Outdoor Gaming!

Featuring giant inflatable games by Oakland County Parks and Recreation. Aimed at families or all-ages.

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

If yes, please describe how so: The inflatables will be set up by Oakland County Parks and Rec in the green space between City Hall and the Library. It will be open for anyone to participate. No cost.

Estimated number of people attending event? 50 Hours of Event: 12:00 - 2:00

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: Oakland County Parks and Recreation

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

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:

Possibly a 10' x 10" pop up tent

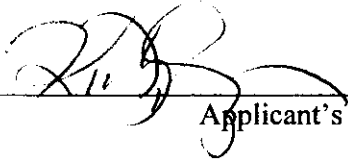
Will the event have banners displayed? ☐ Yes ☒ No, if so, please provide the number of signs and dimension(s):

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.

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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



CERTIFICATE OF SELF-INSURANCE

ISSUED BY:

Robert Erlenbeck
Insurance Risk Administrator
Oakland County Risk Management & Safety
2100 Pontiac Lake Road, Bldg. 41W
Waterford, MI 48328-0471

ENTITY:

County of Oakland – Oakland County Parks and Recreation
1200 N. Telegraph Road
Pontiac, MI 48341-0471

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.

TERMS AND CONDITIONS

It should be expressly understood that the intent of the self-insurance evidenced herein follows the provisions of the policies and regulations of the County of Oakland, which does not permit any assumption of liability which does not result from and is not caused by the negligent acts or omissions of its representatives, employees or other persons under its direction and control. The provisions under General Liability shall apply only with respect to claims arising out of the negligent acts or omissions of the County of Oakland, its representative, employees or other persons under its direction and control.

TYPE OF INSURANCE		EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
GENERAL LIABILITY	OAKLAND COUNTY IS SELF INSURED FOR GENERAL LIABILITY	1984	CONTINUOUS	GENERAL AGGREGATE	\$ Self
				PRODUCTS COMP/OP AGG	\$ Insured
				PERSONAL & ADV INJURY	\$
				EACH OCCURRENCE	\$
				FIRE DAMAGE (ANY 1 FIRE)	\$
				MED EXP (ANY 1 PERSON)	\$
WORKERS' COMP AND EMPLOYERS' LIABILITY	OAKLAND COUNTY IS SELF INSURED FOR WORKERS COMPENSATION	1979	CONTINUOUS	STATE STATUTORY LIMITS	

DESCRIPTION AND LOCATION OF EVENT:

OAK PARK; Oak Park Public Library, 14200 Oak Park Blvd; Oak Park, MI 48237

DATE(S) / TIME(S) OF EVENT:

July 14, 2024 at 12:00 p.m.

CERTIFICATE HOLDER

Oak Park Public Library
Attn: M. Connolly
14200 Oak Park Blvd
Oak Park, MI 48237

CANCELLATION

Should any of the above described self-insured coverages be modified or cancelled before the expiration date shown, the County of Oakland will provide 30 days written notice to the named Certificate holder. Failure to convey such notice shall not be a bar to the change of coverages, limits, and conditions implemented by the County of Oakland.

AUTHORIZED REPRESENTATIVE: *Robert Erlenbeck*

DATE: 1/22/2024

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Oak Park Public Library
Adventures in Outdoor Gaming
Between City Hall and the Library
DATE: July 14, 2024 at 12:00 pm – 2:00 pm

<u>DEPARTMENT</u>	<u>SERVICES/CONDITIONS</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
MUNICIPAL SERVICES <i>Kim Marrone</i> <i>*Dan Fairless</i>	All inflatables must be properly anchored to the ground. Electrical cords cannot create a trip hazard. All gasoline operated generators must be safely positioned away from pedestrians and adequately vented.	N/A	N/A
PUBLIC SAFETY <i>Steve Cooper</i>	Public Safety to conduct periodic checks as part of normal patrols	20 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>	N/A		\$100 fee waived

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

Today's Date: April 2, 2024

Applicant Information

Applicant/Business Name: Judy Ragnyewski

Applicant/Business Address: 3165 12 Mile Rd. Berkley, MI 48072

Phone number: 989-891-6993 E-Mail Address: berkeleyfitcrawls@gmail.com

Relation of applicant to business: _____

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

Owner Information

Owner or manager of site: _____ Phone: _____

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: May 11, 2024 Has this event been held previously? ☒ Yes ☐ No

Address or location of event: Dog & Pony Show Brewery

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: 5 Berkley & Oak Park gyms
team up to offer 30-minute workouts. All proceeds go to
Berkley High School Athletics.

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

If yes, please describe how so: we have an eventbrite for the fit-crawl
and then the wellness recovery station is open to all
for free.

Estimated number of people attending event? 100 Hours of Event: 2-7pm

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 : Not parade but hoping to block off Tulare str between 11 + Kingston

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:

tea, tacos,

Will the food be prepackaged or prepared on site: food trucks or prepackaged

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

Mechanical Amusement

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

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

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

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

Technical/Support

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

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:

Individual tents based on vendor needs

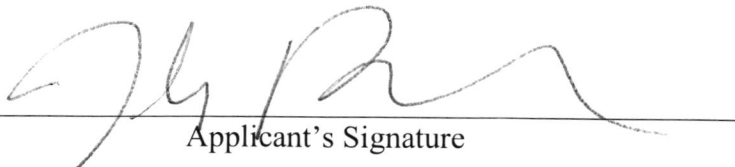
Will the event have banners displayed? ☐ Yes ☒ No, if so, please provide the number of signs and dimension(s):

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: \$25 of this amount is non-refundable. If the City does not approve the application, remaining \$75 will be returned to applicant. 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 next City Council agenda for approval. If applicant decides not to proceed with the event, they will receive a \$75.00 refund.

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



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

Invoice 623785

April 8, 2024

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

Re: In Re: City of Oak Park

*Client 7406
Matter 1*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, March 31, 2024

\$14,583.33

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$14,583.33

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



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

Invoice 623786

April 8, 2024

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

Re: City of Oak Park v ATE Mile LLC

*Client 7406
Matter 49*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, March 31, 2024

\$ 507.50

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$ 507.50

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



GREAT LAKES LAW FIRM SERVING CLIENTS NATIONALLY

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

Invoice 623787

April 8, 2024

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

*Re: City of Oak Park v Oak Park Investment Group
& The Chaldean Catholic Church of the United
States*

*Client 7406
Matter 48*

Statement for City Attorney Legal Services

For Legal Services Rendered Through Sunday, March 31, 2024

\$ 87.50

Fee Total

Total Costs Advanced

\$ 0.00

Total Fees and Disbursements: \$ 87.50

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

Howard L. Shifman
Brandon Fournier
Robert Nyovich - Of Counsel



31600 Telegraph Road, Suite100
Bingham Farms, MI 48025
Phone (248) 594-8700
Fax (248) 594-7080
shifmanfournier.com

VIA E-MAIL ONLY

PRIVILEGED ATTORNEY-CLIENT COMMUNICATION

March 1, 2024

Erik Tungate, City Manager
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

Re: City of Oak Park/Invoice for Retainer – April 1, 2024 thru June 30, 2024

Dear Mr. Tungate:

Enclosed please find our invoice for services per the Retainer Agreement.

Invoice No. 16250

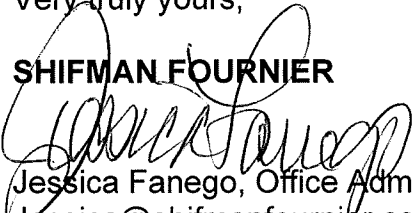
City of Oak Park – General Labor Matters	\$18,000.00
TOTAL	\$18,000.00

Please make check payable to Shifman Fournier, PLC

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

Very truly yours,

SHIFMAN FOURNIER


Jessica Fanego, Office Administrator
Jessica@shifmanfournier.com

Cc: Sandra Crawford, Finance Director

Shifman Fournier, PLC
31600 Telegraph Road, Suite 100
Bingham Farms, MI 48025

Invoice Submitted to:

Erik Tungate, City Manager
City of Oak Park
14000 Oak Park Boulevard
Oak Park, MI 48237

In Reference To: City of Oak Park/General Labor

Invoice No. 16250

Professional Services

3/01/2024	Services per Retainer Agreement for April 1, 2024 – June 30, 2024	\$ 18,000.00
	TOTAL	\$ 18,000.00
	BALANCE DUE	\$ 18,000.00 =====



CITY OF OAK PARK, MI STAFF REPORT

10.A

AGENDA FOR: April 15, 2024

SUBJECT: Request to award the bid for the Demolition of 21950 Eastwood to Blue Star Demolition for a total amount of \$16,200.00.

DEPARTMENT: Municipal Services

FROM: Kim Marrone, Director of Municipal Services

SUMMARY: On February 19, 2019, the property at 21950 Eastwood in the City of Oak Park was severely damaged by fire. The City tagged the home as uninhabitable and Belfor Restoration boarded up the windows to the home. On March 19, 2019, the City received a report of a second fire at 21950 Eastwood that was later attributed to arson. Since that time, many code violations have been issued to the homeowner with no action being taken. With the property being a public nuisance and an issue of health and safety, legal action was taken by our City Attorneys.

On January 24, 2024 a final default judgment entered by the Oakland County Circuit Court declaring the property at 21950 Eastwood a public nuisance. Per the judgment terms, the owner, Mr. Aziz, has until February 23, 2024 to make all necessary repairs or demolish the structure. If he fails to do so, the City may proceed with demolition. The last sentence of the order allows the City to obtain wrecking clearances from DTE, Consumer's, and any other utility service provider prior to demolition.

To date, no appeal has been filed and no action has been taken on the property to make the necessary repairs. We have solicited bids for this demolition and recommend the low bidder Blue Star Demolition of Warren, MI. All utility clearances have been obtained.

FINANCIAL STATEMENT: While partial funding is available in the Contractual Services-Board ups account (101-16.371-818.017), it does not cover the total cost of this project. A budget amendment total of \$10,000 is being requested to cover the unbudgeted portion of the funding needed to complete the demolition. All costs incurred by the city will be assessed to the property.

RECOMMENDED ACTION: It is recommended City Council award the bid for the demolition of 21950 Eastwood to Blue Star Demolition of Warren, MI, for a total amount of \$16,200.00. If is

further recommended that a budget amendment of \$10,000 be approved in the Contractual Services-Board ups account (101-16.371-818.017) to cover these costs.

EXHIBITS:

1. Demolition BIDTAB
2. Blue Star Demo Bid-July 2023

BID TABULATION

21950 Eastwood, Oak Park, MI 48237

DEMOLITION

Page 1 of 1

		Blue Star 21950 Hoover Warren, MI 48089	D2 Contracting 2150 Pless Dr. #7A Brighton, MI 48114	Detroit Dismatling Corp. 13840 Intervale St. Detroit, MI 48227	Able Demolition 5675 Auburn Rd. Shelby Twp., MI 48317
Item	Item Description	Price Per Service	Price Per Service	Price Per Service	Price Per Service
1	Demolition of House and Detatched Garage. Removal of all footings, debris, backfill, grade and site restoration	\$16,200	\$29,556.33	NO BID	NO BID

BLUE STAR, INC.
21950 Hoover
WARREN, MI 48089
PHONE: (586) 427-9933 FAX: (586) 427-9934
estimating@bluestardemo.com
BID PROPOSAL

City of Oak Park
14300 Oak Park Blvd.
Oak Park MI 48237
Attn: Daniel Fairless

Email: jwren@oakparkmi.gov

ESTIMATE NO: 64509 PHONE: 248-691-7450 Fax/Email: dfairless@oakparkmi.gov DATE: July 27, 2023

PROJECT: 21950 Eastwood – Oak Park, MI

We are pleased to submit the following price for the demolition work you requested. We propose to furnish the necessary labor and equipment to accomplish the following:

SCOPE OF WORK:

1. BLUE STAR TO SUBMIT STATE REQUIRED 10 WORKING DAY NOTICE
2. BLUE STAR TO ACQUIRE NECESSARY DEMOLITION PERMIT
3. **RAZE EXISTING BUILDING (S) 1 Story slab on grade house, concrete driveway, detached garage, backfill voids with dirt to meet surrounding area, seed and mulch disturbed areas as required**
4. BREAK AND REMOVE ALL BASEMENTS (IF APPLICABLE), FOOTINGS, FOUNDATIONS AND SLAB ON GRADE OF BUILDING (S) BEING DEMOLISHED
5. REMOVE AND DISPOSE OF ALL DEBRIS OFF SITE IN A LEGAL MANNER.
6. SCHEDULING TO BE COORDINATED WITH OWNER

QUALIFICATIONS

1. OWNER / GENERAL CONTRACTOR TO SUPPLY NECESSARY UTILITY AND PHONE DISCONNECTS INCLUDING EVACUATING ALL FLUIDS AND HAZMATS (IF APPLICABLE) PRIOR TO DEMOLITION
2. OWNER IS RESPONSIBLE FOR ABATEMENT SURVEY CONDUCTED BY A LICENSED ABATEMENT CONTRACTOR A COPY OF SURVEY MUST BE SUBMITTED TO BLUE STAR WITHIN 14 CALENDAR DAYS PRIOR TO DEMOLITION START DATE
3. OWNER TO REMOVE 90% OF UNATTACHED INTERIOR CONTENTS
4. **BOND BY OTHERS (IF REQUIRED)**
5. BLUE STAR TO CAP SEWER DURING DEMOLITION-IF IN COMPLIANCE WITH CITY CODE, IF REQUIRED TO BE CAPPED PRIOR BY CITY OR TOWNSHIP LOCATED IN, SEE ALTERNATES BELOW.
6. FOOTINGS ARE ASSUMED TO BE 16" X 42" DEEP. PIER FOOTINGS ARE ASSUMED TO BE 6' X 6' X 3'. ANY SUBSTANTIAL VARIATIONS WILL NEED TO BE ADDRESSED THROUGH A CHANGE ORDER (IF APPLICABLE)
7. IN THE EVENT THAT SUSPECT ASBESTOS IS ENCOUNTERED, BY STATE LAW, WE ARE REQUIRED TO STOP WORK IMMEDIATELY UNTIL TESTING IS DONE AND ASBESTOS IS REMOVED.
8. ALL DEMOLITION ACTIVITIES ARE RESTRICTED TO THE SUBJECT PROPERTY AND DO NOT INCLUDE: ALLEY WAYS, PUBLIC SIDEWALKS OR STREET R.O.W.'S
9. ALL ALTERNATES TO BE PERFORMED AT TIME OF BUILDING DEMOLITION.
10. FLOOR SLABS ASSUMED TO BE 6" OR LESS.
11. **PROPOSAL BASED ON CURRENT SCRAP MARKET VALUE, AND CONDITION OF BUILDING AS PER WALK THROUGH/SITE VISIT (SALVAGE / SCRAP RIGHTS TO BECOME PROPERTY OF BLUE STAR INC.)**
12. PROPOSAL VALID FOR 45 DAYS.
13. **COMPLETION OF BACKFILL/SEED/MULCH IS DELAYED DUE TO WINTER/WEATHER/OTHER, COMPLETED WORK WILL BE INVOICED AND SUBJECT TO ORIGINAL PAYMENT TERMS. BALANCE OF WORK WILL BE INVOICED AFTER COMPLETION.**
14. **PAYMENT TERMS NET 30 DAYS**
15. **This project may be subject to fuel surcharges, additional cost (if any) to be determined at job start**

ITEMS EXCLUDED OR BY OTHERS

1. ASBESTOS, HAZARDOUS OR CONTAMINATED MATERIAL HANDLING/REMOVAL
2. ASBESTOS SURVEY (REQUIRED TO SUBMIT NOTIFICATION TO STATE)
3. DUST, WEATHER OR SECURITY PROTECTION
4. TREE, BRUSH OR SHRUB REMOVAL
5. UNIT EVACUATION – IF APPLICABLE (A/C FREON RECOVERY)
6. UNDERGROUND DEMOLITION, EXCEPT FOR REMOVAL OF BASEMENT (IF APPLICABLE) FOUNDATIONS AND FOOTINGS RELATED TO BUILDING STRUCTURES BEING DEMOLISHED
7. LAYOUT
8. TEMPORARY BARRICADES / FENCING
9. PHASING/SHORING/SALVAGE/PINNING
10. LAWN COVER AND GREENBELT REMOVAL OR RESTORATION
11. **RESPONSIBILITY FOR ANY DAMAGE TO EXISTING SIDEWALKS / DRIVEWAYS NEEDED FOR ACCESS, (IF BROKEN, MUST BE REPLACED BY OWNER WITHIN 45 DAYS OF DEMOLITION COMPLETION)**
12. WINTER CONDITIONS
13. BLUE STAR NOT RESPONSIBLE FOR ANY ITEMS IN OR BENEATH EXISTING CONCRETE
14. SOIL EROSION MEASURES
15. **Permit fees waived.**

TOTAL BASE PRICE FOR THE ABOVE WORK: \$16,200.00 (Sixteen Thousand Two Hundred and 00/100 Dollars)

"Final Contract Price equals the Base Price plus the sum of all agreed upon Alternates and is payable 50% down upon execution of the Bid Proposal and the balance due "Net 30 days" upon receipt of Final Invoice. Interest at 1.5 % per month shall apply on all late or unpaid balances."

ALTERNATES BELOW NOT INCLUDED IN BASE BID PRICING ABOVE:

1. *Remobilization fee's if required*

ADD: \$1,400.00 Per Mobilization

Thank you for the opportunity to quote this project. We hope to be of service to you in the near future.

Sincerely,
Scott Krall
President
skrall@bluestardemo.com
st

***If accepted, please have an authorized agent / property owner sign this proposal indicating the acceptance of the work to be completed and the cost for said project. Please then return a copy to Blue Star, Inc. so that we may proceed with this project. Thank You.**

ACCEPTED BY:

Signature & Title

Date

Printed Name & Title



CITY OF OAK PARK, MI STAFF REPORT

10.B

AGENDA FOR: April 15, 2024

SUBJECT: Request to award the bid for the 2024 Sidewalk Replacement Project, M-762 to Italia Construction, Inc. of Washington Twp, MI for the total amount of \$1,221,339.00

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: At the March 4, 2024 regular meeting of the Oak Park City Council, the request to bid the 2024 Sidewalk Replacement Project, M-762 was approved. The project was advertised and fifty-five (55) contractors viewed the documents. On April 1, 2024, six (6) bids were received and opened. The low bidder, Italia Construction, Inc. of Washington Twp, MI submitted a bid of \$1,221,339.00 for the sidewalk replacement project. This project will replace sidewalk that is in poor condition or does not meet the current standards in the areas shown on the attached map. References were checked and had positive responses.

FINANCIAL STATEMENT: This project is budgeted in the Sidewalk Program Capital Improvement (451-71.442-970), Major Streets (202-18.479.970), and Local Streets (203-18.479-970) funds as part of FY 2024/25.

RECOMMENDED ACTION: It is recommended City Council award the regular bid for the 2024 Sidewalk Replacement Project, M-762 to Italia Construction Inc. of Washington Twp, MI for the total amount of \$1,221,339.00. Funding is available in the Sidewalk Program Capital Improvement (451-71.442-970), Major Streets (202-18.479.970), and Local Streets (203-18.479-970) Funds.

EXHIBITS:

1. PROJECT BIDDING INFO
2. 2024 SIDEWALK AREA MAPS

Project Technician:

J WILSON

Date:

4/1/2024

PROJECT INFORMATION

Project Name:	2024 SIDEWALK REPLACEMENT PROJECT
Project M#:	M-762
Budget Year:	2024-2025
Budget Amount:	
Bid Amount:	\$1,221,339.00
Apparent Low Bidder:	ITALIA CONSTRUCTION INC
Total Project Views:	55
Total Bids Submitted:	6
References Checked:	yes
Expected Start of Const.	1-Jul-24
Expected Comp. Date	FALL 2024
Additional Information:	BID WAS UNDER ENGINEERS ESTIMATE

BID TABULATION

2024 SIDEWALK REPLACEMENT PROJECT - M-762				ITALIA CONSTRUCTION INC 57151 DEER CREEK CT WASHINGTON, MI 48094 586-405-1347		LUIGI FERDINANDI & SONS CEMENT COMPANY 16481 COMMON ROSEVILLE, MI 48066		METROPOLITAN CONCRETE 6581 METROPOLITAN PKWY STERLING HGTS, MI 48312 586-264-3370	
BID OPENING DATE: MONDAY, APRIL 1, 2024 AT 2:00PM									
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	REMOVE CONCRETE PAVT. (MODIFIED SP)	16,111	SYD	\$9.00	\$144,999.00	\$9.00	\$144,999.00	\$12.60	\$202,998.60
2	SIDEWALK CONC. NON REINF 8" SIDEWALK/DRIVE APPROACH	6,000	SFT	\$9.13	\$54,780.00	\$9.00	\$54,000.00	\$8.85	\$53,100.00
3	SIDEWALK CONC. NON REINF 6" SIDEWALK/DRIVE APPROACH	39,000	SFT	\$6.99	\$272,610.00	\$8.00	\$312,000.00	\$7.75	\$302,250.00
4	SIDEWALK CONC. NON REINF 4" SIDEWALK	100,000	SFT	\$5.83	\$583,000.00	\$7.00	\$700,000.00	\$6.65	\$665,000.00
5	CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE	1,750	SFT	\$33.00	\$57,750.00	\$25.00	\$43,750.00	\$30.00	\$52,500.00
6	24" CURB & GUTTER SECTION, NON-REINF 7" CONC	500	LFT	\$29.00	\$14,500.00	\$50.00	\$25,000.00	\$50.00	\$25,000.00
7	SIDEWALK CURB WALL	1800	LFT	\$9.00	\$16,200.00	\$10.00	\$18,000.00	\$15.00	\$27,000.00
8	AGGREGATE BASE UNDER CONCRETE (3" 21AA LIMESTONE)	500	SYD	\$23.00	\$11,500.00	\$5.00	\$2,500.00	\$15.00	\$7,500.00
8	MINOR TRAFFIC DEVICE	1	LSUM	\$33,000.00	\$33,000.00	\$12,751.00	\$12,751.00	\$12,500.00	\$12,500.00
8	PROJECT CLEAN UP	1	LSUM	\$33,000.00	\$33,000.00	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00

TOTAL COST \$ 1,221,339.00

\$1,333,000.00

\$1,360,348.60 *

OTHER BIDDERS:

CENTURY CEMENT

\$1,528,998.00

GREAT LAKES CONTRACTING

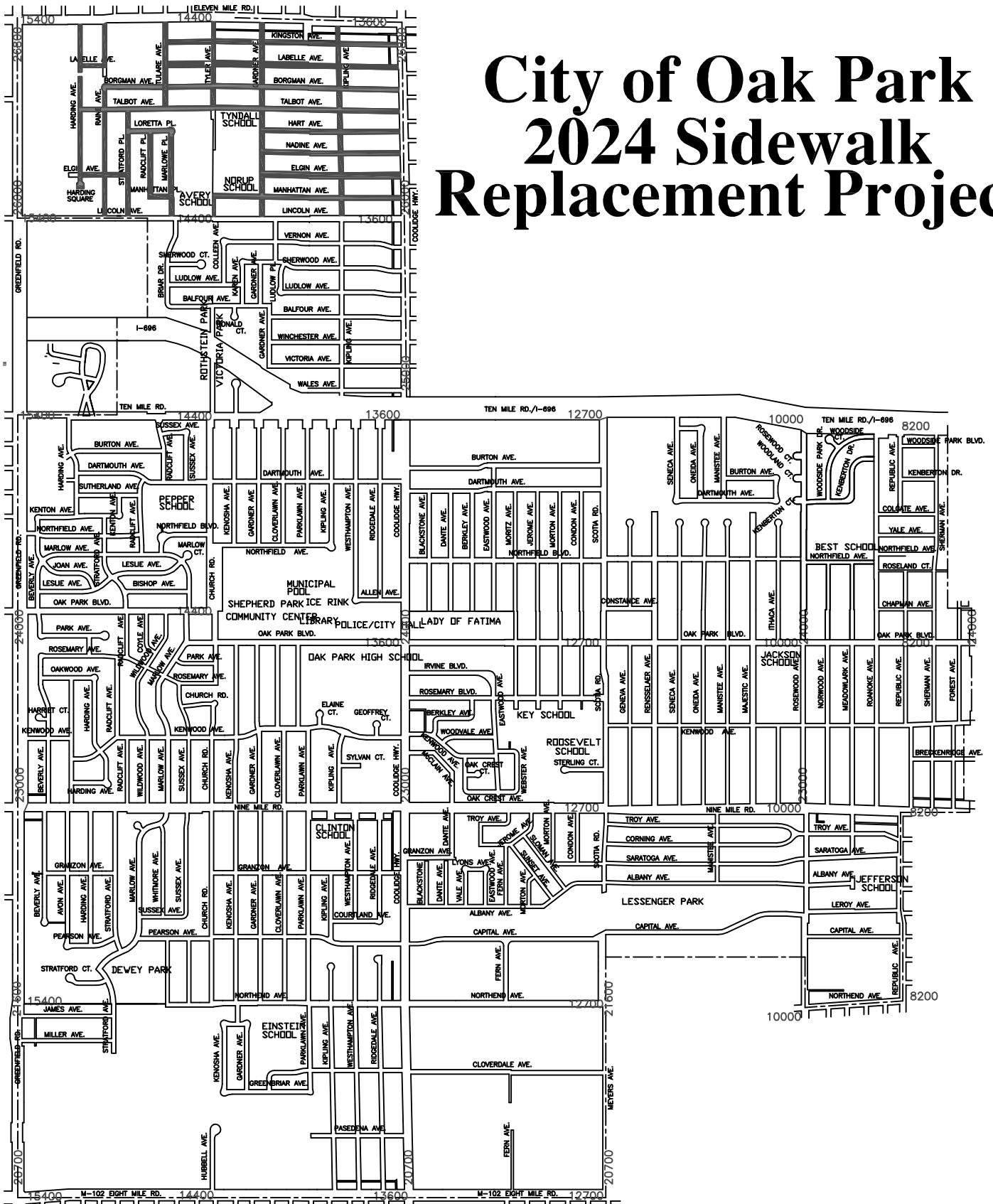
\$1,882,998.00

DSP CONSTRUCTORS

\$2,073,785.00

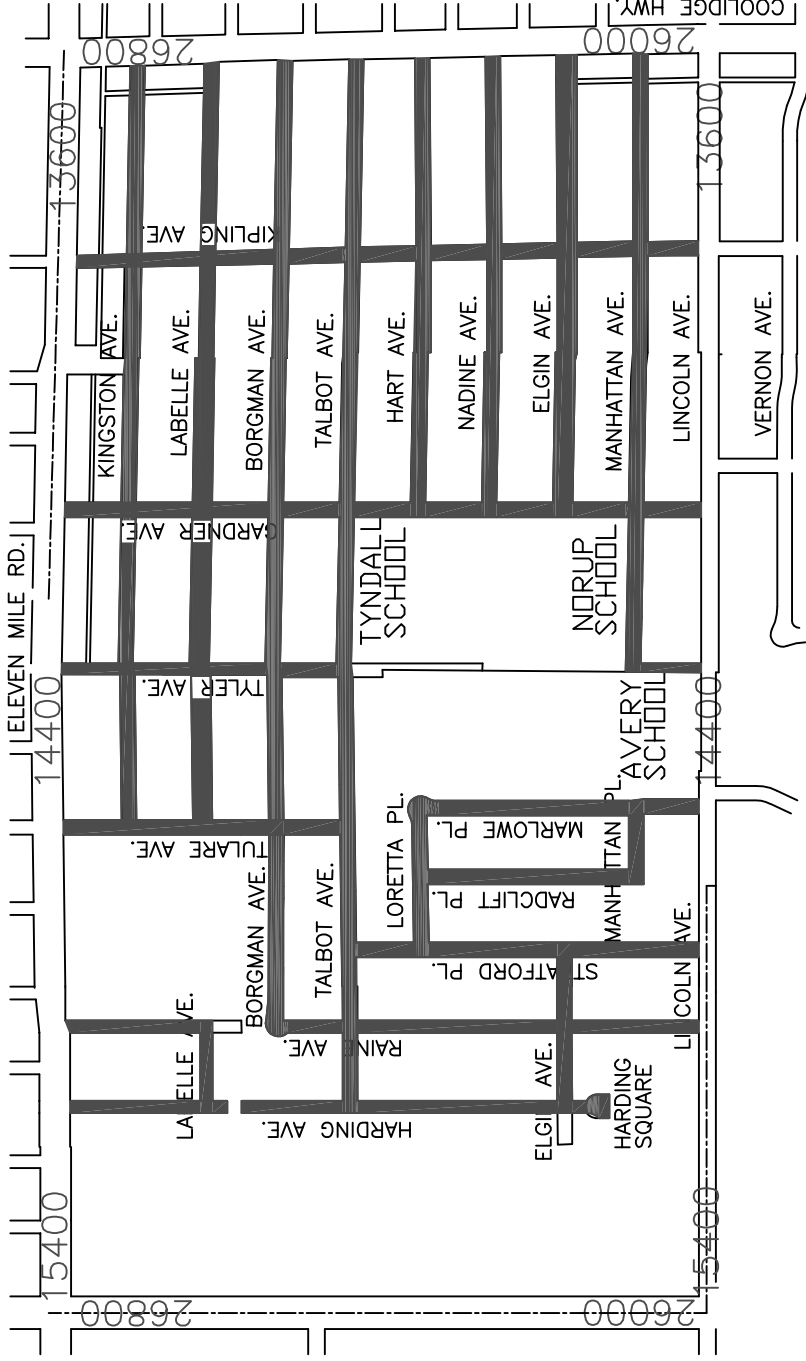
* CORRECTED BY ENGINEER

City of Oak Park 2024 Sidewalk Replacement Project



City of Oak Park

2024 Sidewalk Replacement Project





CITY OF OAK PARK, MI STAFF REPORT

10.C

AGENDA FOR: April 15, 2024

SUBJECT: Request the award professional services proposal to OHM Advisors for GPS / GIS Services in the Department of Public Works.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: Over the past couple of years, the Department of Public Works has been investing in technology to assist our field staff in their daily activities. Phase One of this project was completed as part of our DWAM Grant. This proposal covers Phase Two of this project and includes ArcGIS applications for tree maintenance / work orders as well as pavement markings. The application provides workorder support and a dashboard so that our staff can efficiently view and complete projects around the city.

FINANCIAL STATEMENT: This Phase Two project has a total cost of \$7,500.00 with funding available in the Major Streets (202-18.479-801) Fund.

RECOMMENDED ACTION: It is recommended that City Council approve the tree and pavement marking work in the attached proposal from OHM Advisors for the hourly, not to exceed, cost of \$7,500.00 upon review by the City Attorney's office. Funding is available in the Major Streets (202-18.479-801) Fund. It is further recommended to allow the City Manager to execute the contract on behalf of the city.

EXHIBITS:

1. Oak Park GIS Professional Services - 20240401

April 1, 2024

Mr. David DeCoster
Director of Public Works
City of Oak Park Michigan
10600 Capital Street
Oak Park, Michigan 48237

RE: Proposal for Professional Services
City of Oak Park - 2024 GIS Professional Services

Dear Mr. DeCoster:

Thank you for your continued trust in OHM Advisors (OHM). We are excited to submit this proposal for Geographic Information Systems (GIS) Professional Services to the City of Oak Park (City). We have prepared this letter proposal based on the information provided and discussions with you and City staff. This proposal represents our understanding of the project, scope of services, schedule, and compensation.

Statement of Understanding

OHM understands that the City would like continued GIS support to assist several City departments with their GIS needs. Departments include the following: Department of Public Works, Municipal Services, and Code Enforcement. The City would like to leverage their investment in GIS infrastructure over the last several years to better manage their publicly owned infrastructure.

Scope of Services

OHM will assist the City with the following 3 tasks, listed below by Department.

Task 1 – Department of Public Works (DPW) GIS Support

Under this task, OHM will assist the DPW with various GIS related tasks related to pre-existing water system GIS applications and databases. Additionally, the City has interest in developing new Field Maps and Dashboard applications to manage other types of public assets, including pavement markings and trees.

- ▼ General Water Department GIS Support
 - GIS Database updates / management based on field data collection by City staff.
 - General As-built updating for new construction
 - Topology and attribution updates.
 - GIS Application updates / management.
 - Support for Water System Routine Maintenance Applications (Field Maps / Dashboards) that were developed under the DWAM grant.
- ▼ Pavement Markings Field Map and Dashboard
 - Working with the City, OHM will convert existing KMZ layer developed by the City to an ArcGIS Online feature layer. We will develop a Field Map for City staff to provide maintenance history for pavement markings. Additionally, a companion Dashboard will be developed to assist in the management of the program.
- ▼ Oak Park Tree Inventory /Restoration Field Map and Dashboard
 - Working with the City, we will develop a custom database for City staff to collect City owned trees. Using the City's Eos Arrow Gold, staff will be able to collect spatial data on trees. Track planting,



- removal (Stump grinding / restoration), and maintenance history based on property. A companion Dashboard will be developed to assist in the management of the program.
- Property restoration for tree removal, watermain breaks, and water valve replacement will be shown on one interactive Operations Dashboard.
- Develop Field Map and Dashboards to assist in field data collection and management of City owned trees.

Deliverables

- Support and meetings as requested.
- Field Mapping Applications for data collection and Reference Guides for each application will be provided.
- Master GIS database updates based on updates to the system.
 - As-built updates.
 - Spatial and attribution updates based on field data collected by the City.
 - All edits made to the system will be made to the City's master GIS database on ArcGIS Online.

Task 2 – Municipal Services GIS Support

Under this task, OHM will assist Municipal Services with various GIS related tasks related to pre-existing sewer system GIS applications and databases. Additionally, new Field Maps and Dashboard applications will be developed to track sewer cleaning and lining performed by the City and Contractors.

- General Sewer System GIS Support
 - GIS Database updates / management based on field data collection by City staff.
- Sewer Cleaning and Lining - Field Map and Dashboard
 - Working with the City, we will develop a custom database to collect sewer cleaning and lining data. Staff and contractors will be able to collect cleaning and lining information using the ArcGIS Field Maps mobile app. This program will be built on the City's existing sanitary sewer geodatabase. A companion Dashboard will be developed to assist in the management of the program.
 - Field Maps can be created on a project-by-project basis.
- As-Built Data Collection - Field Map and Web Application Support
 - As needed support for pre-existing Field Maps and Web Applications for collecting and managing data.
 - Maintain and enhance data export tool.
 - Create new layers for data collection.

Deliverables

- Support and meetings as requested.
- Field Mapping Applications for data collection and Reference Guides for each application will be provided.
- Web Dashboards for each maintenance/management Field Mapping Application.
- Master GIS database updates based on updates to the system.
 - As-built updates.
 - Spatial and attribution updates based on field data collected by the City.
 - All edits made to the system will be made to the City's master GIS database on ArcGIS Online.

Task 3 – Code Enforcement GIS Support

Under this task, OHM will assist the Code Enforcement Department with various GIS related tasks.

- Noxious Weed / Mowing Field Map and Dashboard Applications



- Working with the City's Code Enforcement Department, we will develop a custom database to collect noxious weed and mowing requests. Tasks can be assigned using an ArcGIS online Web Map and updated in the field using the Field Maps Mobile app. A companion Dashboard will be developed to assist in the management of the program.
- ▼ Bulk Trash pick-up Field Map and Dashboard
 - Internal and Public Facing applications will be developed to assist the city in the management and planning of bulk trash pick-ups.
 - This will include scheduling and requests by residents.
- ▼ General GIS Support

Deliverables

- ▼ Support and meetings as requested.
- ▼ Field Mapping Applications for data collection and Reference Guides for each application will be provided.
- ▼ Web Dashboards for each maintenance/management Field Mapping Application.

Schedule

The following table outlines the task deadlines for this project.

TASK	TASK Milestone Dates
Task 1 – Department of Public Works (DPW) GIS Support	July 2024*
Task 2 – Municipal Services GIS Support	July 2024*
Task 3 – Code Enforcement GIS Support	July 2024*

*Application development milestone. General GIS Support through the 2024 calendar year.

Potential schedule related items that may impact task durations are as follows:

- ▼ Scheduling of meeting to discuss data collection templates & Field Map training.

We are prepared to commence work on this project, upon receipt of your written authorization to proceed.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on a time and materials basis, not to exceed authorized fees.

Task 1: Department of Public Works (DPW) GIS Support	Authorization [Initial]	
1A: General DPW GIS Support	[]	\$ 11,500.00
1B: Pavement Markings - Field Maps and Dashboard	[]	\$ 2,500.00
1C: Tree Inventory / Restoration - Field Map and Dashboard	[]	\$ 5,000.00
	Subtotal	
Task 2: Municipal Services GIS Support		
2A: General Municipal Services GIS Support	[]	\$ 12,000.00
2B: Sewer Cleaning and Lining - Field Map and Dashboard	[]	\$ 6,500.00
2C: As-Built Data Collection - Field Map and Web Application	[]	\$ 3,000.00
	Subtotal	



Task 3: Code Enforcement GIS Support		
3A: General Code Enforcement GIS Support	[]	\$ 3,000.00
3B: Noxious Weed / Mowing - Field Map and Dashboard	[]	\$ 4,000.00
3C: Bulk Trash pick-up - Field Map and Dashboard	[]	\$ 4,000.00
	Subtotal	
	Total (of Authorized)	

Notes:

1. Budgets were determined based on the noted assumptions. OHM Advisors proposes to confirm these assumptions with the City prior to commencing services.
2. The budget associated with each task assumes authorization of individual tasks.
3. Budget estimate shall serve as a maximum. Any requested work beyond this budget must be approved by the City prior to proceeding.

Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- ▶ OHM will assist the City in management and configuring the ArcGIS Online Account.
- ▶ OHM will not be completing any as-built field data collection under this contract.
- ▶ If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with the City. OHM Advisors will not proceed with additional services without written authorization to proceed from the City.

Client Responsibilities

- ▶ The City will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ▶ The City will provide the following, if available, to assist us with the project: full access to all Esri Licensing and access to all existing Utility databases.



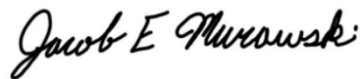
Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. If you have any questions or comments, please contact me at Jake.Murawski@ohm-advisors.com or 734-466-4554.

Sincerely,
OHM Advisors

Acceptance
City of Oak Park

A handwritten signature in black ink that reads "Jacob E. Murawski".

Jacob Murawski
Project Manager - GIS
Date: 4/1/2024

David DeCoster
Director of Public Works
Date:

cc: Jim Stevens, PE, Principal, OHM Advisors
Michael Cousins, GISP, Practice Leader, OHM Advisors

Encl:
Standard Terms and Conditions
2024 Hourly Rate Schedule

TERMS & CONDITIONS

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Michigan will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.

17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM

ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.

22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

OHM ADVISORS 2024 HOURLY RATE SCHEDULE

Professional Engineer IV / Architect IV / Senior Interior Designer IV	\$200.00
Professional Engineer III / Architect III / Senior Interior Designer III	\$182.00
Professional Engineer II / Architect II / Senior Interior Designer II	\$168.00
Professional Engineer I / Architect I / Senior Interior Designer I	\$156.00
Project Specialist III	\$185.00
Project Specialist II	\$165.00
Project Specialist I	\$135.00
Graduate Engineer IV	\$158.00
Graduate Engineer III	\$150.00
Graduate Engineer II	\$145.00
Graduate Engineer I	\$135.00
Graduate Architect III / Landscape Architect III / Interior Designer III	\$145.00
Graduate Architect II / Landscape Architect II / Interior Designer II	\$128.00
Graduate Architect I / Landscape Architect I / Interior Designer I	\$118.00
Technician IV	\$153.00
Technician III	\$135.00
Technician II	\$120.00
Technician I	\$102.00
Engineering / Architectural / Interior Design Aide	\$80.00
Professional Surveyor III	\$175.00
Professional Surveyor II	\$162.00
Professional Surveyor I	\$146.00
Graduate Surveyor	\$132.00
Surveyor III	\$135.00
Surveyor II	\$120.00
Surveyor I	\$105.00
Surveyor Aide	\$80.00
Planner IV	\$170.00
Planner III	\$153.00
Planner II	\$129.00
Planner I	\$110.00
Planner Aide	\$75.00
Graphic Designer	\$125.00
Administrative Support	\$95.00
Clerical Aide	\$80.00
Principal	\$235.00
Sr. Associate	\$215.00
Associate	\$205.00



CITY OF OAK PARK, MI STAFF REPORT

11.A

AGENDA FOR: April 15, 2024

SUBJECT: Second reading and adoption of 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 second reading and adopt the proposed ordinance.

EXHIBITS:

1. Oak Park -Special Events Ordinance - 2024 Proposed Amendments 1.31.24 (1) 1

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

ORDINANCE NO. _____

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.

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 10-253, and Division 2- License, Sections 10-266 through 10-273, 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.

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:

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 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.

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 special event must be orderly and in keeping with the nature of event at all times. It shall be unlawful for any person attending such an event to create a disturbance. 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

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 them, any special event in the city without first completing a special event application and obtaining a 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 those routinely provided 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. Additional conditions may be required by the city 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;
- 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 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 was issued; and
- 5) Restrictions as to the times and locations that the special event will be held.

(Code 1973, § 5-134)



Section 10-267. – Application; fee.

Applications for a special event license shall be made to the city clerk by the person or entity which will conduct or perform the special event at least 21 days before the proposed event. A nonrefundable application fee shall be paid. 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)



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 are concluded, a report and recommendation will be made to city council.

Sec. 10-269. –Consideration for approval; issuance.

Upon completion of the investigation and review by the city administration and city council, 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.

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 city reserves the right to cancel or stop an event if the 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.



Sec. 10-270. - 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 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 special event.

(Code 1973, § 5-137; Ord. No. O-02-463, § 3, 5-20-02)



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, 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.

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.

T. EDWIN NORRIS, City Clerk



CITY OF OAK PARK, MI STAFF REPORT

13.A.1

AGENDA FOR: April 15, 2024

SUBJECT: Request to award the professional services contract to HydroCorp for an ongoing Cross-Connection Control Program for a total cost of \$37,104.00.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is a proposal from HydroCorp to provide professional services to the City with inspections and data of the non-residential water customers in the City. This proposal will cover the field inspections, compliance inspections, and re-inspections at industrial, commercial, institutional facilities, and miscellaneous water users within the City served by the public water supply for cross connections. They will document their efforts and provide that information to the State Regulatory Agency so that the City complies with the regulations. This contract is for a two-year term.

FINANCIAL STATEMENT: This proposal includes an 8% increase from the previous two-year professional services contract. Funding is available in Water and Sewer Fund (592-18-537-818).

RECOMMENDED ACTION: It is recommended that City Council approve the attached proposal from HydroCorp to provide professional services for total cost of \$37,104.00 (\$1,546.00 monthly) upon approval of the City Attorney. It is further recommended to allow the City Manager to execute the contract on behalf of the City.

EXHIBITS:

1. HydroCorp Proposal_2024

PROPOSAL

DEVELOPED FOR

Kara Grisamer

City of Oak Park

14300 Oak Park Blvd

Oak Park, MI 48237

March 26, 2024

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.



CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL

SCOPE OF WORK 3

PROFESSIONAL SERVICE AGREEMENT4-10

QUALIFICATIONS 11

SCOPE OF WORK

Based on our conversations, HydroCorp™ will provide the following services to the City of Oak Park. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the City with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Water Bureau Cross Connection Control Regulations. Once this project has been approved and accepted by the City and HydroCorp, you may expect completion of the following elements within a two (2) year period. The components of the project include:

- 1. Annually, perform a minimum of 150 initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the City of Oak Park served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
- 2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
- 3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results, and general customer service and program education inquiries.
- 4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
- 5. Submit comprehensive management reports on a quarterly basis.
- 6. Conduct an annual review meeting to discuss the overall program status and recommendations.
- 7. Provide up to six- (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers (i.e., combination) per facility as required in order to place a facility into immediate compliance at the time of inspection.
- 8. Prepare the annual State of Michigan EGLE Water Bureau Cross Connection Report.
- 9. Assist the City with a community-wide public relations program, including general awareness brochures and customized website cross-connection control program overview content and resources.
- 10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$1,546.00	Annual Amount: \$ 18,552.00	Contract Total: \$ 37,104.00
----------------------------	-----------------------------	------------------------------

Contract Amount is based upon a 24-month period. HydroCorp will invoice in 24 equal amounts of \$1,546.00.

PROFESSIONAL SERVICE AGREEMENT

This agreement, made and entered into this INSERT DATE by and between the City of Oak Park, organized and existing under the laws of the State of Michigan, referred to as “Utility”, and HydroCorp™ a Michigan Corporation, referred to as “HydroCorp”.

WHEREAS, the Utility supplies potable water throughout its corporate boundary to property owners; and desires to enter into a professional services contract for cross-connection control program inspection, reporting, and management services.

WHEREAS, HydroCorp is experienced in and capable of supplying professional inspection of potable water distribution systems and cross-connection control program management to the Utility, and the Utility desires to engage HydroCorp to act as its independent contractor in its cross-connection control program.

WHEREAS, the Utility has the authority under the laws of the State of Michigan and its local governing body to enter into this professional services contract.

NOW THEREFORE, in consideration of the mutual agreements herein contained, and subject to the terms and conditions herein stated, the parties agree as follows:

ARTICLE I. Purpose

During the term of this Agreement, the Utility agrees to engage HydroCorp as an independent contractor to inspect and document its findings on its potable water distribution system in public, commercial and industrial facilities within the community. Each party to this Agreement agrees that it will cooperate in good faith with the other, its agents, and subcontractors to facilitate the performance of the mutual obligations set forth in this Agreement. Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete and accurate, yet due to the inaccessible nature of water piping or due to access constraints within water users’ facilities, complete and accurate data is not always available.

ARTICLE II. Scope of Services

The scope of services to be provided by HydroCorp under this Agreement will include the inspections/surveys, program administration, answering telephone call inquiries, scheduling of inspections, program compliance review, public education materials, preparation of quarterly management reports, and annual cross connection reports with respect to the facilities to the extent specifically set forth in this Article II (hereinafter the “Scope of Services”). Should other reports/services be included within the Scope of Services, the same shall be appended to this Agreement as Exhibit 1.

2.1 PROGRAM REVIEW/PROGRAM START UP MEETING. HydroCorp will conduct a Program Startup Meeting for the Cross-Connection Control/Backflow Prevention Program. Items for discussion/review will include the following:

- Review state & local regulations
- Review and/or provide assistance in establishing local Cross-Connection Control Ordinance
- Review/establish wording and timeliness for program notifications including:
 - Inspection Notice
 - Compliance Notice
 - Non-Compliance Notices 1-2, Penalty Notices
- Special Program Notices
- Electronic use of notices/program information
- Obtain updated facility listing, address information and existing program data from Utility.
- Prioritize Inspections (Utility owned buildings, schools, high hazard facilities, special circumstances.)
- Review/establish procedure for vacant facilities.



- Establish facility inspection schedule.
- Review/establish procedures and protocols for addressing specific hazards.
- Review/establish high-hazard, complex facilities and large industrial facility inspection/containment procedures including supplemental information/notification that may be requested from these types of facilities in order to achieve program compliance.
- Review/establish program reporting procedures including electronic reporting tools.
- Review/establish educational and public awareness brochures.

2.2 INSPECTIONS. HydroCorp will perform initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the utility served by the public water supply for cross-connections. Inspections will be conducted in accordance with the Department of Environment, Great Lakes and Energy Cross Connection Control Rules.

- *Initial Inspection* – the first time a HydroCorp representative inspects a facility for cross-connections. The degree of hazard will be assigned and/or verified during this facility visit. The Degree of Hazard will dictate future re-inspection frequency/schedule of facility, (facility will be either compliant or non-compliant after this inspection).
- *Compliance Inspection* – subsequent visit by a HydroCorp representative to a facility that was non-compliant during the *Initial Inspection* to verify that corrective action was completed and meets the program requirements.
- *Re-Inspection* – Revisit by a HydroCorp representative to a facility that was previously inspected. The re-inspection frequency/schedule is based on the degree of hazard assigned to the facility during the initial inspection (one or five year re-inspection cycle, as agreed to by the parties).

2.3 INSPECTION SCHEDULE. HydroCorp shall determine and coordinate the inspection schedule. Inspection personnel will check in/out on a daily basis with the Utility's designated contact person. The initial check in will include a list of inspections scheduled. An exit interview will include a list of inspections completed.

2.4 PROGRAM DATA. HydroCorp will generate and document the required program data for the Facility Types listed in the Scope of Services using the HydroCorp Software Data Management Program. Program Data shall remain property of the Utility; however, the HydroCorp Software Data Management program shall remain the property of HydroCorp and can be purchased for an additional fee. Data services will include:

- Prioritize and schedule inspections.
- Notify users of inspections, backflow device installation and testing requirements if applicable.
- Monitor inspection compliance using the HydroCorp online software management program.
- Maintain the program to comply with all EGLE regulations.

2.5 MANAGEMENT REPORTS. HydroCorp will submit comprehensive management reports in electronic, downloadable format on a quarterly & annual basis to the Utility. Reports to include the following information:

- Name, location, and date of inspections
- Number of facilities inspected/surveyed
- Number of facilities compliant/non-compliant

2.6 REVIEW OF CROSS-CONNECTION CONTROL ORDINANCE. HydroCorp will review or assist in the development of a cross-connection control ordinance. Items for review include:

- Code adoption references, standard operational procedures, program notice documentation, reporting procedures, and reference standards.
- Penalties for noncompliance.



- 2.7 VACUUM BREAKERS.** HydroCorp will provide up to six (6) ASSE-approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers per facility as required, in order to place a facility into immediate compliance at the time of inspection if no other cross-connections are identified.
- 2.8 PUBLIC RELATIONS PROGRAM.** HydroCorp will assist the Utility with a community-wide public relations program, including general awareness brochures and website cross-connection control program content.
- 2.9 SUPPORT.** HydroCorp will provide ongoing support via phone, fax, text, website, or email for the contract period.
- 2.10 FACILITY TYPES.** The facility types included in the program are as follows:
- Industrial
 - Institutional
 - Commercial
 - Miscellaneous Water users
 - Multifamily
- Complex Facilities.** Large industrial and high-hazard complexes or facilities may require inspection/survey services outside the scope of this Agreement. (HydroCorp typically allows a maximum of up to three (3) hours of inspection time per facility.) An independent cross-connection control survey (at the business owner's expense) may be required at these larger/complex facilities, and the results submitted to the Utility to help verify program compliance.
- 2.11 INSPECTION TERMS.** HydroCorp will perform a minimum of **300** inspections over a two-year contract period. The total inspections include all initial inspections, compliance, and re-inspections. *Vacant facilities that have been provided to HydroCorp, scheduled no show, or refusal of inspection will count as an inspection/site visit for purposes of the contract.*
- 2.12 COMPLIANCE WITH DEPARTMENT OF ENVIRONMENT, GREAT LAKES AND ENERGY (EGLE).** HydroCorp will assist in compliance with EGLE and Michigan Plumbing Code cross-connection control program requirements for all commercial, industrial, institutional, residential, multifamily, and public authority facilities.
- 2.13 POLICY MANUAL.** HydroCorp will review and/or develop a comprehensive cross-connection control policy manual/plan and submit to the appropriate regulatory agency for approval on behalf of the Utility.
- 2.14 INVENTORY.** HydroCorp shall inventory all accessible (ground level) backflow prevention assemblies and devices. Documentation will include: location, size, make, model, and serial number if applicable.
- 2.15 DATA MANAGEMENT.** HydroCorp shall provide data management and program notices for all inspection services throughout the contract period.
- 2.16 ANNUAL YEAR-END REVIEW.** HydroCorp will conduct an on-site annual year-end review meeting to discuss the overall program status and specific program recommendations.
- 2.17 CROSS-CONNECTION CONTROL BROCHURES.** HydroCorp will provide approximately **300** cross-connection control educational brochures for the duration of the Agreement.
- 2.18 INSURANCE.** HydroCorp will provide all required copies of general liability, workers' compensation, and errors and omissions insurance naming the Utility as an additional insured if required.



ARTICLE III. Responsibilities of the Utility

- 3.1 UTILITY'S REPRESENTATIVE.** On or before the date services are to commence under this Agreement, the Utility shall designate an authorized representative ("Authorized Representative") to administer this Agreement.
- 3.2 COMPLIANCE WITH LAWS.** The Utility, with the technical and professional assistance of HydroCorp, shall comply with all applicable local, state, and federal laws, codes, ordinances, and regulations as they pertain to the water inspection and testing, and shall pay for any capital improvements needed to bring the water treatment and delivery system into compliance with the aforementioned laws.
- 3.3 NOTICE OF LITIGATION.** In the event that the Utility or HydroCorp has or receives notice of or undertakes the prosecution of any actions, claims, suits, administrative proceedings, investigations or other proceedings in connection with this Agreement, the party receiving such notice or undertaking of such prosecution shall give the other party timely notice of such proceedings and will inform the other party in advance of all hearings regarding such proceedings.
- 3.4 FACILITY LISTING.** The Utility must provide HydroCorp a complete list of facilities to be inspected, including facility name, type of service connection, address, contact person, and phone number, (if available). *Electronic file format, such as Microsoft Excel, etc., is required. An additional one-time fee to manually enter the facility listing will be charged at the rate of \$80.00 per hour. Incorrect facility addresses will be returned to the Utility contact, and corrected addresses will be requested.*
- 3.5 LETTERHEAD/LOGO.** The Utility will provide HydroCorp with an electronic file copy of the utility logo or utility letterhead and all envelopes for the mailing of all official program correspondence only. (300 dpi in either .eps, or other high-quality image format for printing.)

ARTICLE IV. Term, Compensation, and Changes in Scope of Services

- 4.1 TERM AND TERMINATION TERM.** Services by HydroCorp under this Agreement shall commence on **April 1, 2024**, and end two- (2) years from such date unless this Agreement is renewed or terminated as provided herein. The terms of this Agreement shall be valid only upon the execution of this Agreement within ninety (90) days of its receipt. Failure to execute this Agreement within the ninety (90) day period shall deem the proposed terms void.
- 4.2 RENEWAL.** Upon the expiration of this two-year agreement, unless either party provides written notice of termination not less than 60 days prior to the expiration of the initial term (or any such renewal term) this agreement will automatically renew in (1) year term increments. Inflationary adjustments to each renewal term will be equal to the annual Consumer Price Index as measured in the Utilities local/regional area at the time of renewal or 4%, whichever is greater.
- 4.3 TERMINATION.** The Utility or HydroCorp may terminate this Agreement at any time and on any date in the initial and renewal terms of this Agreement, with or without any cause, by giving written notice of such intent to terminate to the other party at least thirty (30) days prior to the effective date of termination. Notice of the intent to terminate shall be given in writing by personal service, by an authorized agent, or by certified mail, return receipt requested. The Utility shall pay the balance of any outstanding accounts for work performed by HydroCorp.
- 4.4 BASE COMPENSATION.** The Utility shall pay HydroCorp as compensation ("Base Compensation") for labor, equipment, material, supplies, and utilities provided and the services performed pursuant to this Agreement, **\$1,546.00 per month, \$18,552.00 annually, for a two-year contract total of \$37,104.00.** Completed inspections shall consist of all initial inspections, re-inspections, and compliance inspections as defined in section 2.2.



- 4.5 PAYMENT OF INVOICES.** Upon presentation of invoices by HydroCorp, all payments including base and other compensation shall be due and payable on the first day of each month (due date) after the month for which services have been rendered. All such payments shall be made no later than thirty (30) days after the due date. Failure to pay shall be deemed a default under this Agreement. For any payment to HydroCorp which is not made within thirty (30) calendar days after the due date, HydroCorp, shall receive interest at one and one-half (1½) percent per month on the unpaid balance.
- 4.6 CHANGES IN SCOPE OF SERVICES.** In the event that the Utility requests and HydroCorp consents to perform additional work or services involving the consulting, management, operation, maintenance, and repair of the Utility's water delivery system where such services or work exceeds or changes the Scope of Services contemplated under this Agreement, HydroCorp shall be provided additional compensation. Within thirty (30) calendar days from the date of notice of such additional work or services, the parties shall mutually agree upon an equitable sum for additional compensation. This amount shall be added to the monthly sum effective at the time of change in scope. Changes in the Scope of Service include, but are not limited to, requests for additional service by the Utility or additional costs incurred in meeting new or changed government regulations or reporting requirements.
- 4.7 CLIENT CONFIDENTIALITY.** Disclosure of all communications between HydroCorp and the Utility regarding business practices and other methods and forms of doing business is subject to the provisions of Michigan Freedom of Information Act. HydroCorp agrees to make available for inspection and copying all records in its possession created, produced, collected, or otherwise related to this Agreement to the same extent as if the records were maintained by the Utility. HydroCorp expressly acknowledges and agrees that its obligations concerning Freedom of Information Act and compliance regarding records related to this Agreement should not be limited by copyright, license, privacy and/or confidentiality except as authorized under the Freedom of Information Act.
- 4.8 ACCESSIBILITY.** Backflow prevention device information will be completed in full only when the identifying information (i.e. data plate, brass tag, etc.) is accessible and visible from ground level or from a fixed platform/mezzanine.
- 4.9 CONFINED SPACES.** – HydroCorp personnel will not enter confined spaces.

ARTICLE V. Risk Management and General Provisions

- 5.1 INFORMATION.** Both Parties to this Agreement recognize and acknowledge that the information presented to them is complete to the best of their knowledge, yet due to the inaccessible nature of water piping or lack of access provided by property owner/water user, complete accurate data is not always available. Cross-connection control inspection and results are documented as of a specific date. The property owner and/or water user may make modifications to the potable water system after the inspection date that may impact compliance with the program.
- 5.2 LIMITATION OF LIABILITY.** HydroCorp's liability to the Utility for any loss, damage, claim, or expense of any kind or nature caused directly or indirectly by the performance or non-performance of obligations pursuant to this Agreement shall be limited to general money damages in an amount not to exceed or within the limits of the insurance coverage provided hereunder. HydroCorp shall in no event be liable for indirect or consequential damages, including but not limited to, loss of profits, loss of revenue, or loss of facilities, based upon contract, negligence, or any other cause of action.



5.3 HYDROCORP INSURANCE. HydroCorp currently maintains the following insurance coverage's and limits:

	<u>Occurrence</u>	<u>Aggregate</u>
Comprehensive General Liability	\$1 Million	\$2 Million
Excess Umbrella Liability	\$5 Million	\$5 Million
Automobile Liability (Combined Single Limit)	\$1 Million	
Worker's Compensation/ Employer's Liability	\$1 Million	
Errors and Omissions	\$2 Million	\$2 Million

Within thirty (30) calendar days of the start of the project, HydroCorp shall furnish the Utility with satisfactory proof of such insurance, and each policy will require a 30-day notice of cancellation to be given to the Utility while this Agreement is in effect. The Utility shall be named as an additional insured according to its interest under the general liability policy during the term of this Agreement.

5.4 UTILITY INSURANCE. The Utility will maintain liability insurance on an all-risk basis and including extended coverage for matters set forth in this Agreement.

5.5 RELATIONSHIP. The relationship of HydroCorp to the Utility is that of independent contractor and not one of employment. None of the employees or agents of HydroCorp shall be considered employees of the Utility. For the purposes of all state, local, and federal laws and regulations, the Utility shall exercise primary management, and operational and financial decision-making authority.

5.6 ENTIRE AGREEMENT AMENDMENTS. This Agreement contains the entire Agreement between the Utility and HydroCorp, and supersedes all prior or contemporaneous communications, representations, understandings, or agreements. This Agreement may be modified only by a written amendment signed by both parties.

5.7 HEADINGS, ATTACHMENTS, AND EXHIBITS. The heading contained in this Agreement is for reference only and shall not in any way affect the meaning or interpretation of this Agreement. The Attachments and Exhibits to this Agreement shall be construed as integral parts of this Agreement.

5.8 WAIVER. The failure on the part of either party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provisions in the future.

5.9 ASSIGNMENT. This Agreement shall not be assigned by either party without the prior written consent of the other unless such assignment shall be to the affiliate or successor of either party.

5.10 FORCE MAJEURE. A party's performance under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of actions due to causes beyond its reasonable control such as, but not limited to, Acts of God, the acts of civil or military authority, loss of potable water sources, water system contamination, floods, quarantine restrictions, riot, strikes, commercial impossibility, fires, explosions, bombing, and all such interruptions of business, casualties, events, or circumstances reasonably beyond the control of the party obligated to perform, whether such other causes are related or unrelated, similar or dissimilar, to any of the foregoing. In the event of any such force majeure, the party unable to perform shall promptly notify the other party of the existence of such force majeure and shall be required to resume performance of its obligations under this Agreement upon the termination of the aforementioned force majeure.

5.11 AUTHORITY TO CONTRACT. Each party warrants and represents that it has authority to enter into this Agreement and to perform the obligations, including any payment obligations, under this Agreement.

5.12 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, regardless of the fact that any of the parties hereto may be or may become a resident of a different state or jurisdiction. Any dispute between the parties, with both parties' consent, may



be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, Any arbitration award or determination shall be final and binding and any court of competent jurisdiction may enter a judgment on such award which shall be enforceable in the same manner as any other judgment of the such court. Any suit or action arising shall be filed in a court of competent jurisdiction within the State of Michigan, venue by the presiding County. The parties hereby consent to the personal jurisdiction of said court within the State of Michigan.

5.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

5.14 NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:

HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5005

If to Utility:

City of Oak Park
c/o Kara Grisamer
14300 Oak Park Blvd
Oak Park, MI 48237
(248) 691-7564

5.15 SEVERABILITY. Should any part of this Agreement for any reason, be declared invalid or void, such declaration will not affect the remaining portion, which will remain in full force and effect as if the Agreement has been executed with the invalid portion eliminated.

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Oak Park

By:
Title:

HydroCorp



By: Paul M. Patterson



Appendix

Specific Qualifications & Experience

HydroCorp™ is a professional service organization that specializes in Cross Connection Control Programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are committed to providing water utilities and local communities with a cost-effective and professionally managed cross-connection control program in order to assist in protecting the public water supply.

- HydroCorp conducts over 70,000 Cross Connection Control Inspections **annually**.
- HydroCorp tracks and manages over 135,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, and USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely, and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross-connection control training classes.
- HydroCorp currently serves over 370 communities in Michigan, Wisconsin, Maryland, Delaware, Virginia & Florida. We still have our first customer!
- HydroCorp and its' staff are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups, HydroCorp is committed to assisting these organizations by providing training classes, seminars, and assistance in the area of Cross Connection Control.
- Several Fortune 500 companies have relied on HydroCorp to provide Cross Connection Control Surveys, Program Management & Reporting to assist in meeting state/local regulations as well as internal company guidelines.





CITY OF OAK PARK, MI STAFF REPORT

13.B.1

AGENDA FOR: April 15, 2024

SUBJECT: Request to divide a single parcel located at 23466 Forest Ave that contains two subdivision lots into two individual parcels.

DEPARTMENT: Finance

FROM: Sandra Crawford, Director of Finance

SUMMARY: Kathleen Clancey, owner of parcel 25-28-332-043 (23466 Forest Ave) would like to divide her current parcel into two individual parcels. In 1994, a previous owner combined Lots 125 and 126 of Oak Park Sub into one parcel. Ms. Clancey would like to separate them back out into their own parcels as originally platted. This request has been reviewed by the other City Departments and no objections were raised. The requested lot division will not be detrimental to the adjacent properties, neighborhood, or the City of Oak Park.

FINANCIAL STATEMENT: None

RECOMMENDED ACTION: To receive and accept the proposed lot division as set forth in the survey.

EXHIBITS:

1. Intent Letter
2. Application
3. 23466_Forest_8.5x11L_1698870122
4. Survey

March 27, 2024

TO: City of Oak Park Assessor's Office

FROM: Kathleen Clancey

RE: 23466 Forest St, Oak Park Parcel Split

My name is Kathleen Clancey and I am the current owner of 23466 Forest St in Oak Park. This address consists of two parcels, each fifty feet wide and 141 feet deep. One parcel has a single-family home and the adjacent parcel has no structure and is used as a side lot. My son owns, and has lived in, the property next door at 23490 Forest for the past 5 years. The vacant parcel sits between his house and my house.

I purchased this property with the intention of fixing up the existing home, splitting the two parcels, and then selling the house once I was done with improvements. I would then retain the vacant lot.

I have made cosmetic improvements to the interior of the existing home and have done extensive clean-up of both yard's overgrowth. I have no plans on developing or building any structure on the lot, instead, I will keep it for my son and his future family to use and enjoy. In the meantime, I will continue to maintain the vacant lot as well as put in some fresh new plantings that I think will be appreciated by the surrounding neighbors.

Forest Street is a unique and lovely neighborhood in a park like setting. I hope to be a good steward of this newly split property for many years to come.

Thank you for your consideration of this request. Please let me know if you have any questions or need additional information.

Sincerely,



M. Kathleen Clancey

**CITY OF OAK PARK
LAND DIVISION APPLICATION**

RECEIVED

OCT 30 2023

CITY OF OAK PARK
ASSESSOR'S OFFICE

Approval of a division of land is required before it is sold, when the new parcel is less than 40 acres and not just a property line adjustment (§ 102 e & f). This form is designed to comply with applicable local zoning, land division ordinances and to comply with §108, 109, 109a, and 109b of the Michigan Land Division Act (formerly the Subdivision Control Act), PA 288 of 1967, as amended (particularly by PA 591 of 1996), MCL 560.101 *et. seq.*)

You **MUST** answer all questions and include all attachments, or this will be returned to you.

1. LOCATION of parent parcel to be split:

Address: 23466 FOREST ST, OAK PARK MI

Parent Parcel Number: 52-25-28-332-043

2. PROPERTY OWNER information:

Name: MARY KATHLEEN CLANCEY

Address: 26824 KOERBER, ST. CLAIR SHORES, MI 48081

Phone: (586) 242-6771 Fax: _____

3. APPLICANT information (if not the property owner):

Contact Person's Name: _____

Business Name: _____

Address: _____

Phone: _____ Fax: _____

4. PROPOSAL Describe the division(s) being proposed:

A. Number of new parcels created: 2

B. Intended use (residential, commercial, etc.): RESIDENTIAL

C. The division of the parcel provides access to an existing public road by: (check)

☒ Each new division has frontage on a public road

_____ A new public road _____
(Road name cannot duplicate an existing road name)

_____ A new private road or easement _____
(Road name cannot duplicate an existing road name)

_____ A recorded easement (driveway) (*Can not service more than one potential site.)

5. FUTURE DIVISIONS:

A. Future divisions that may be allowed but not included in this application: NONE

B. Did the parent parcel have any unallocated divisions under the Land Division Act? NO

C. Were any unallocated divisions transferred to the newly created parcel(s)? NO

D. If so, how many? Identify the other parcel future divisions are transferred to: _____

(The right to make divisions can be transferred from a parent parcel or parent tract to a parcel created from that parent parcel or parent tract (child parcel). A proprietor transferring the right to make a division shall within 45 days give written notice of the transfer to the assessor on Michigan Department of Treasury Form 3278 (Sec. 109(2)). Make sure your deed includes both statements as required in sections 109(3) and 109(4) of the Land Division Act

6. DEVELOPMENT SITE LIMITS - Check each that represents a condition that exists on any part of the parcel:

- ☐ is in a DNR-designated critical sand dune area.
 - ☐ is riparian or littoral (it is a river or lake front parcel).
 - ☐ is affected by a Great Lakes High Risk Erosion Area setback.
 - ☐ includes a wetland.
 - ☐ includes land in PA 116 – the state Farmland Preservation Program.
 - ☐ is within a floodplain.
 - ☐ includes slopes more than twenty five percent (a 1:4 pitch or 14°angle) or steeper.
 - ☐ includes poorly and/or very poorly drained soils, a high groundwater table, high bedrock, or other conditions known to have severe limitations for onsite sewage systems.
 - ☐ is to result in a parcel of less than 1 acre for which onsite water supply and onsite sewage disposal systems must be reviewed and approved by the local health department in accordance with MI Administrative Code before a building permit can be issued. (§109a(1), §105(g), R560.401-428)
 - ☐ is known or suspected to have an abandoned well, underground storage tank, or soil or groundwater contamination.
- If yes, is the property subject to environmental restrictions? Y / N

7. ATTACHMENTS (all attachments **must** be included). Letter each attachment as shown here.

- ✓ A. A survey, sealed by a professional surveyor of proposed division(s) of parent parcel.
The survey must show:
- (1) boundaries as of March 31, 1997 and
 - (2) all previous divisions made after March 31, 1997 (indicate when made or none), and
 - (3) the proposed division (s) and
 - (4) dimensions of the proposed divisions , and
 - (5) existing and proposed road/easement rights of way, and
 - (6) complete legal descriptions for items 1 thru 5 above, and
 - (7) easements for public utilities from each parcel to existing public utility facilities, and
 - (8) any existing improvements (buildings, wells, septic systems, driveways, etc.) and
 - (9) any of the features checked in item 6 (development site limits).
 - (10) any cemetery which is adjacent to, or may have had access through this parcel.
- N/A B. A copy of the proposed deed(s), which includes the following statement: “This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.”
- ___ C. A copy of the proposed deed(s), which includes a statement that substantially reads: “The grantor grants to the grantee the right to make [insert “zero”, a number, or “all”] division(s) under section 108 of the Land Division Act, 1967 PA 288, MCL 560.108.” or the right to make further divisions stays with the parent parcel.
- N/A D. A copy of the proposed deed(s) for any parcel that is 20 or more acres in size and is not accessible, which includes the following statement: “This parcel is not accessible as defined in the Land Division Act, 1967 PA 288, MCL 560.101 to 560.293.”
- N/A E. Indication of approval, or permit from the County Road Commission, MDOT, or respective city/village street administrator, for each proposed new road, easement or shared driveway.
- N/A F. If the division includes a new public or private road, a copy of approval by the county addressing authority.

___ G. A copy of any transferred division rights in the parent parcel (Section 109 (4) of the statute).

___ H. A fee of \$ _____

8. IMPROVEMENTS: Describe any existing improvements (buildings, wells, etc.) which are on the parent parcel, or indicate none: (attach extra sheets if necessary).

PARENT PARCEL HAS A HOUSE + DETACHED GARAGE
NEW PARCEL IS VACANT LAND

9. TAXES: A certificate from the Oakland County Treasurer certifying taxes have been paid for the past 5 years. _____

10. DTE Land Division approval. _____

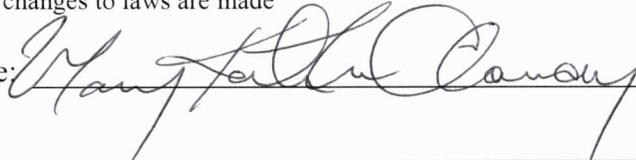
11. AFFIDAVIT and permission for municipal, county, and state officials to enter the property for inspections:

I agree the statements made above are true, and if found not to be true this application and any approval will be void. Further, I agree to comply with the conditions and regulations provided with this parent parcel division. Further, I agree to give permission for officials of the municipal, county, and the State of Michigan to enter the property where this parcel division is proposed for purposes of inspection to verify the information on the application is correct.

Finally, I understand this is a parcel division that conveys only certain rights under a municipal land division ordinance and the Michigan Land Division Act (formerly the Subdivision Control Act, PA288 of 1967, as amended (particularly by PA 591 of 1996), MCL 560.101 et. seq.) and is not a representation or determination the resulting parcels comply with other ordinances or regulations, and does not include any representation or conveyance of rights in any other statute, building code, zoning ordinance, deed restriction or other property rights.

Further, I understand the municipality granting approval of any division(s) resulting in a parcel less than 1 acre in size is not liable if a building permit is not issued for the parcel due to unsuitable site conditions for onsite sewage systems and/or onsite water supply systems. I understand that site suitability will be reviewed by the local health department under the same standards as set forth in MCL 560.105(g) – the Michigan Administrative Code R560.401-560.428. Checking with the local county or District Health Department for septic and water is the landowner's responsibility. For environmental concerns with the ownership or purchase of property, information is available from the Department of Environment, Great Lakes, and Energy at: <http://www.michigan.gov/eglerdd>

Finally, even if this division is approved, I understand zoning, municipal ordinances and state acts change from time to time, and if changed the divisions made here must comply with the new requirements (apply for division approval again) unless deeds, land contracts, leases or surveys representing the approved divisions are recorded with the Register of Deeds or the division is built upon before the changes to laws are made

Property owner's Signature: 

Date: _____

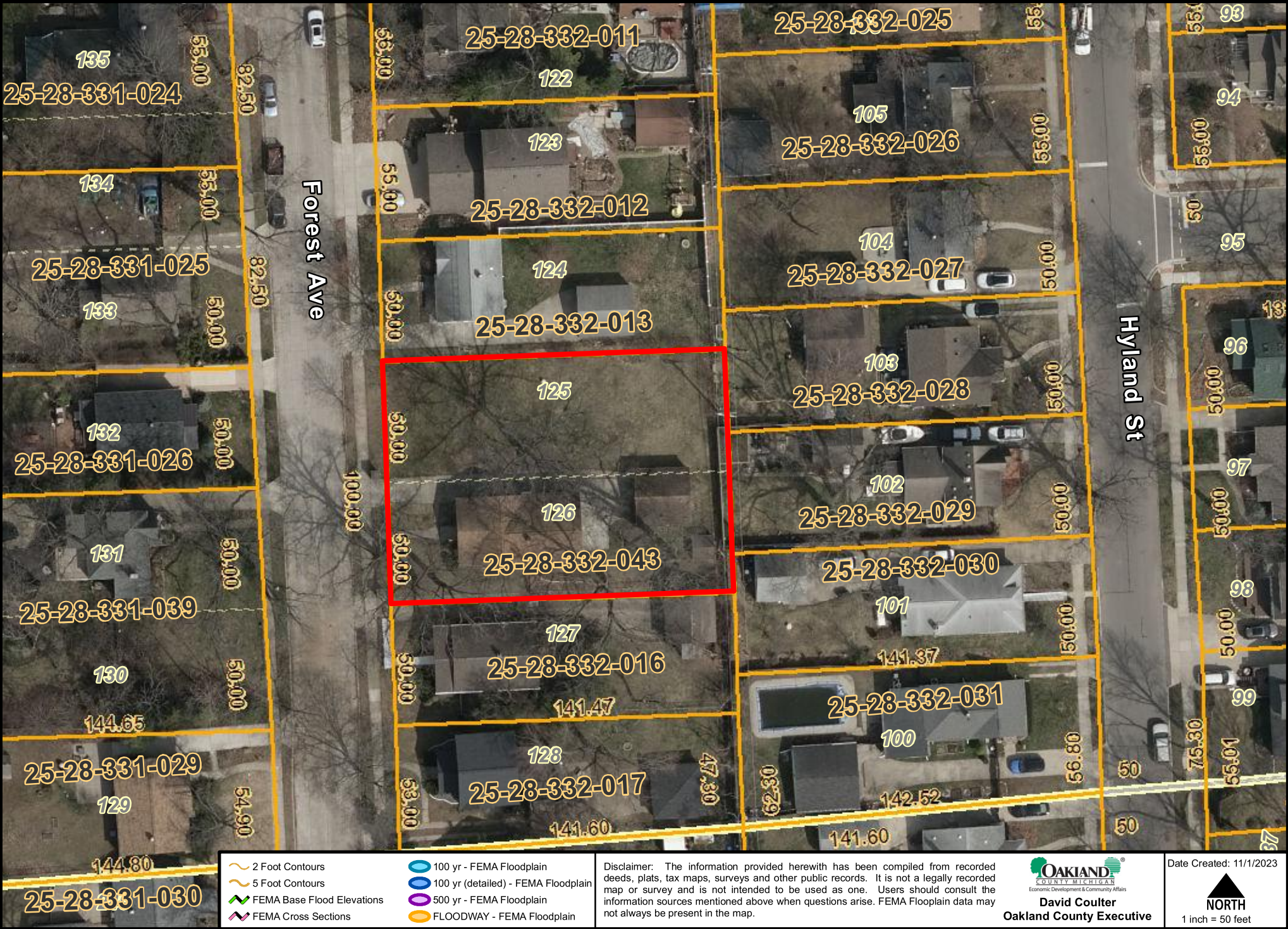
DO NOT WRITE BELOW THIS LINE

REVIEWERS ACTION:

___ APPROVED: Conditions if any _____

___ DENIED: Reason(s) _____

23466 Forest



CERTIFIED SURVEY

PROPERTY DESCRIPTION:

PARCEL A:

LOT 126, OAK PARK SUBDIVISION, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4, AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, ALSO PART OF THE SOUTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 11 EAST, ROYAL OAK TOWNSHIP (NOW CITY OF OAK PARK), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 11 OF PLATS, PAGE 10 OF OAKLAND COUNTY RECORDS.

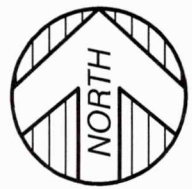
PARCEL B:

LOT 125, OAK PARK SUBDIVISION, OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4, AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, ALSO PART OF THE SOUTHEAST 1/4, AND THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 29, TOWN 1 NORTH, RANGE 11 EAST, ROYAL OAK TOWNSHIP (NOW CITY OF OAK PARK), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 11 OF PLATS, PAGE 10 OF OAKLAND COUNTY RECORDS.

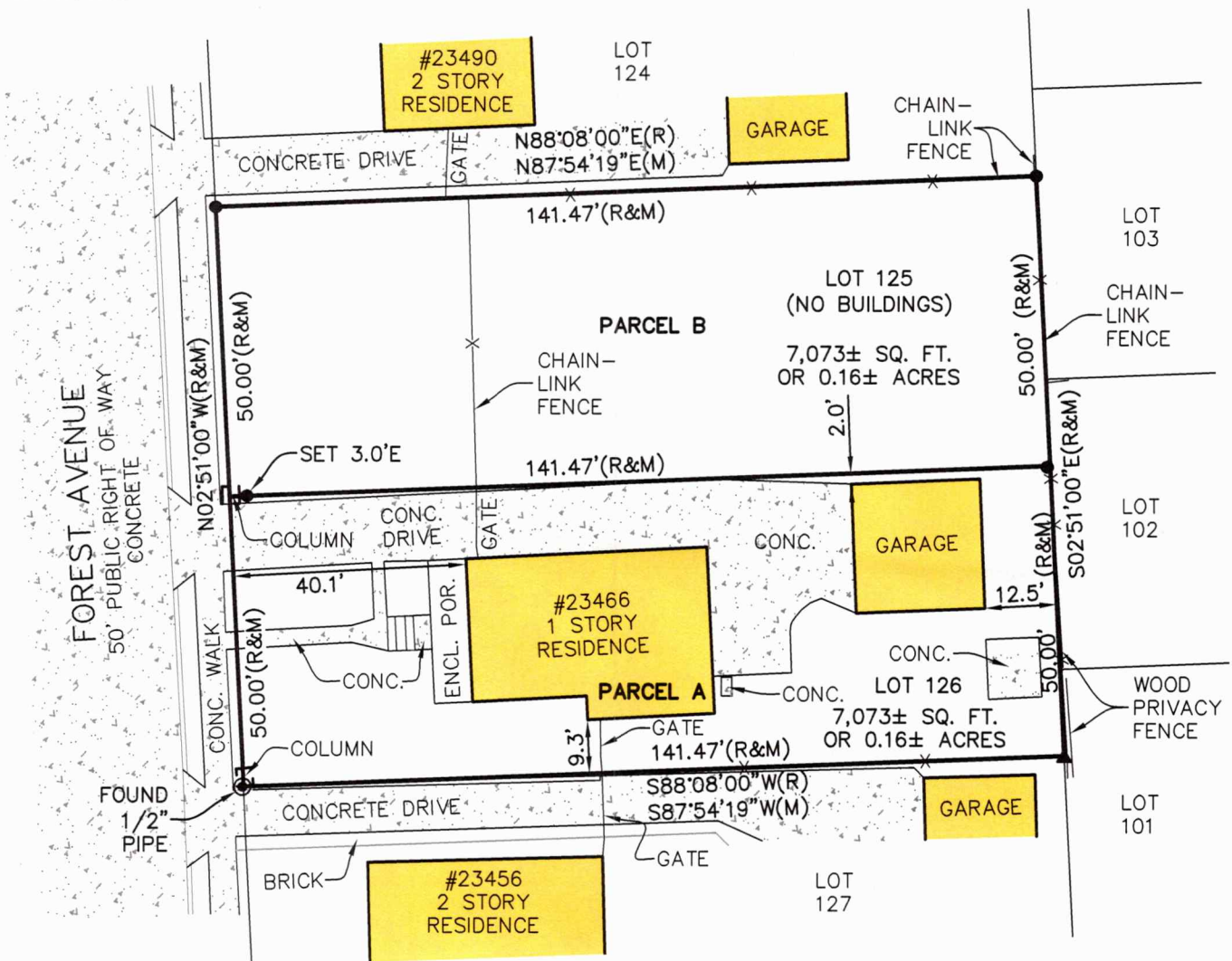
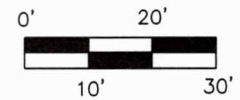
NOTES:

1. A CURRENT TITLE POLICY HAS NOT BEEN FURNISHED AT TIME OF SURVEY, THEREFORE EASEMENTS AND/OR ENCUMBRANCES AFFECTING SUBJECT PARCEL MAY NOT BE SHOWN.

2. ALL PROPERTY SPLITS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.



SCALE 1"=30'



I CERTIFY THAT THE REQUIREMENTS FOR 1970 PA 132, MCL 54.213 HAVE BEEN MET, AND THAT THE RELATIVE POSITIONAL PRECISION IDENTIFIED FOR THIS SURVEY AND SHOWN ON THE MAP ARE WITHIN THE LIMITS ACCEPTED BY THE PRACTICE OF PROFESSIONAL SURVEYING.

Anthony T. Sycko, Jr.
ANTHONY T. SYCKO, JR., P.S. NO. 47976

LEGEND

- SET 1/2" REBAR WITH CAP, #47976
- ▲ SET MAGNAIL
- ⊙ FOUND MONUMENT (AS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION

REVISED 11/16/23 - ADDED SET CORNERS
REVISED 10/17/23 - ADDED SPLIT



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FAX: (734) 994.0667

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CERTIFIED TO: KATHLEEN CLANCEY

FIELD SURVEY: MV AW

DATE: OCTOBER 06, 2023

DRAWN BY: DM/JV

SHEET: 1 OF 1

SCALE: 1" = 30'

JOB NO.: 23-01983