AGENDA

REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
MARCH 3, 2025
7:00 PM

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1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

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

A. Regular City Council Meeting Minutes for February 17, 2025

B. Special City Council Meeting Minutes for February 17, 2025

C. Payment of invoices from OHM Advisors for Engineering Consulting Services for the total amount of $398.75.

D. Proclamation to proclaim Friday, April 25, 2025 as Arbor Day in the City of Oak Park.

E. 2nd Quarter FY 2024-25 Investment Report

F. Budget to Actual Report for period ending 12-31-24

G. New and Renewal Licenses for March 3, 2025

6. RECOGNITION OF VISITING ELECTED OFFICIALS

7. SPECIAL LICENSES

A. Request for a Special Event License submitted by the Oak Park Corridor Improvement Authority, for the Family Fun Fest event to be held on June 7, 2025, from 1:00 p.m. - 4:00 p.m.

8. BIDS

A. Request to award the bid for the 2025 Water Main Replacement Project, M-769 to Eminent Excavating Local LLC of Dearborn, MI for the total amount of $1,149,431.00

9. CITY MANAGER

A. Administration

1. City Council Member appointments to Boards and Commissions

B. Municipal Services

1. Resolution approving Michigan Department of Transportation (MDOT) Contract 24-5593 for the Nine Mile Rehabilitation Project, M-771, Cloverlawn to Greenfield.

2. Approval of Change Order No. 1 for the 2025 Sewer Lining Project, M-777 in the amount of $107,912.00

C. Finance/Assessing

1. Resolution to authorize Budget Amendment #2025-2 for period ending December 31, 2024

D. Department of Public Works

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

2. Request for additional professional services related to the Event Hub Construction Project from Neumann Smith Architectural for the total amount of $40,800.00.

10. CALL TO THE AUDIENCE

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

11. CALL TO THE COUNCIL

12. ADJOURNMENT

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

MINUTES
REGULAR CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
FEBRUARY 17, 2025
7:00 PM

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

PRESENT: Mayor McClellan, Council Member Radner, Council Member Whitehead, Council Member Crawford

EXCUSED: Council Member Edgar (Illness)

OTHERS PRESENT: City Clerk Norris, Deputy City Clerk Williams-Elloitt, City Attorney Krause

4. APPROVAL OF AGENDA

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

1. Omit Item #8.A.1 - MDOT Contract Approval
2. Add New Agenda Item #8.C - Appointment approval confirmation for Oak Park Youth Assistance Board

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

5. CONSENT AGENDA

Motion by Crawford, seconded by Whitehead, CARRIED, to approve the consent agenda consisting of the following items:

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

A. Regular City Council Meeting Minutes for February 3, 2025.
CM-02-46-2025

B. Special City Council Meeting Minutes for February 3, 2025
CM-02-47-2025

C. Proposed payment request for Traffic Engineering Consulting Services
CM-02-48-2025

D. Payment of invoices from OHM Advisors for Engineering Consulting Services for the total amount of $3,110.75

E. The Municipal Services Department is requesting authorization to advertise for bids for CDBG Program Year 2024 and CHORE Senior Yard Services, M-781.
CM-02-50-2025

F. New fee for Zoning Verification Letter - Fee schedule
CM-02-51-2025

G. Request to approve Payment Application No. 2 for the 2024 Block Pruning Project, to Limb Walkers Tree & Snow, LLC of Kenockee, MI in the amount of $3,475.00
CM-02-52-2025

H. New and Renewal Licenses February 17, 2025
CM-02-53-2025

6. RECOGNITION OF VISITING ELECTED OFFICIALS

Oakland County Commissioner (District 17) Yolanda Smith Charles was present and shared updates on several Oakland County SBA Programs including CEED Lending.

7. ACCOUNTING REPORTS

A. Approval for payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of $15,340.48
CM-02-54-2025

Motion by Whitehead, seconded by Radner, CARRIED, to approve payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of $15,340.48.

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

8. CITY MANAGER

A. Municipal Services

B. Public Safety

1. Request to approve the purchase of a drone for the Public Safety Department.
CM-02-55-2025

Motion by Whitehead, seconded by Crawford, CARRIED, to approve the purchase of the DJI M30T drone from Unmanned Vehicle Technologies in the amount of $14,643.57 and authorize a budget amendment to use the General Fund (fund balance) for the expenditure.

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

Public Safety Director Cooper indicated his department is requesting approval for the purchase of an unmanned aerial vehicle (UAV), commonly referred to as a drone (DJI M30T), to enhance

public safety, improve emergency response capabilities, and support law enforcement operations. The use of the drone will provide real-time situational awareness, assist in search and rescue operations, aid in crime scene documentation, and improve officer safety. Drones have become valuable tools for law enforcement agencies nationwide, allowing for rapid deployment in emergency situations, providing aerial surveillance, and assisting in gathering critical intelligence while minimizing risks to officers and civilians. The proposed drone would be used for various public safety functions, including but not limited to:

- Assisting in locating missing persons and suspects of crime
- Aiding in search and rescue operations
- Crime scene processing/evidence collection
- Monitoring large public gatherings for security purposes
- Fire ground operations

The DJI M30T drone is capable of flying in all types of weather (high winds, snow and rain). It is equipped with high resolution thermal cameras, a range finder, loudspeaker, spotlight and mapping software for evidentiary purposes.

C. Request to approve the appointment of Tim Ciechorski (Oak Park Administration) and Xondra Clark (Oak Park School Board) to the Oak Park Youth Assistance Board of Directors. **(Added to the agenda)**
CM-02-56-2025

Motion by Radner, seconded by Whitehead, CARRIED, to approve the appointment of Tim Ciechorski (Oak Park Administration) and Xondra Clark (Oak Park School Board) to the Oak Park Youth Assistance Board of Directors.

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

9. CALL TO THE AUDIENCE

Ken Sherman, 23840 Jerome, spoke about the recent snow emergencies and how many residents ignored the declaration. He also expressed his concern again for the Oak Park businesses that will be impacted by the I-696 project.

10. CALL TO THE COUNCIL

11. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:32 PM.

T. Edwin Norris, City Clerk

MINUTES
SPECIAL CITY COUNCIL MEETING
40TH CITY COUNCIL
OAK PARK, MICHIGAN
FEBRUARY 17, 2025
6:00 PM

1. CALL TO ORDER

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

2. ROLL CALL

PRESENT: Mayor McClellan, Council Member Radner, Council Member Whitehead, Council Member Crawford

EXCUSED: Council Member Edgar (Illness)

OTHERS PRESENT: City Clerk Norris, Deputy City Clerk Williams-Elliott, City Attorney Krause, Municipal Services Director Marrone, Resident Services Coordinator Ciechorski

3. SPECIAL BUSINESS

A. Board and Commission candidate interviews, re-appointments and new appointments

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

Milt Neuman

Council considered the following candidates who interviewed previously and are currently serving on another board:

Florence Piernas

Motion by Whitehead, seconded by Radner, CARRIED, to authorize the following appointments of members to city boards and commissions:

APPOINTEE	BOARD	TERM TO EXPIRE
Milt Neuman	Beautification Commission	February 2028
Milt Neuman	Brownfield Redevelopment Authority	February 2030
Florence Piernas	Arts and Cultural Diversity Commission	August 2028

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

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

REAPPOINTEE	**BOARD**	**NEW TERM TO EXPIRE**
Steven Chudnow	Election Commission	January 2026
Sarah Ssherman	Election Commission	January 2026
Crystal Wagner	Beautification Advisory Commission	February 2028
Cameron Cummings	Building Board of Appeals	February 2027
Richard Readus	Building Board of Appeals	February 2027
Dwight Thomas	Building Board of Appeals	February 2027
Taleesa Anderson	Building Board of Appeals	February 2027
Kaj-Erik Green	Building Board of Appeals	February 2027

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

B. City Council appointments to Boards and Commissions

Motion by Radner, seconded by Whitehead, CARRIED, to confirm the following City Council Member appointments to City Boards and Commissions:

Mayor McClellan	Planning	ERS	PSRS
Mayor Pro Tem Whitehead	Parks and Recreation	Library	Brownfield
Council Member Radner	Planning	PSRS	
Council Member Edgar	CIA	ACDC	
Council Member Crawford	Beautification	Traffic Safety	Recycling

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

4. CALL TO THE AUDIENCE

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

5. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the special meeting at 6:43 PM.

T. Edwin Norris, City Clerk

CITY OF OAK PARK, MI
STAFF REPORT

5.C

AGENDA FOR: March 3, 2025

SUBJECT: Payment of invoices from OHM Advisors for Engineering Consulting Services for the total amount of $398.75.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

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

FINANCIAL STATEMENT:

	This Period	Prior Billings	To Date	Current Contract	Account Number
Water GIS Support	$398.75	$7,360.75	$7,759.50	$11,500.00	66% - 592-18-538-801 34% - 202-18-479-801
Pavement Marking App Support	$0.00	$2,228.25	$2,228.25	$2,500.00	202-18-479-801
Tree Inventory App Support	$0.00	$4,930.75	$4,998.25	$5,000.00	202-18-479-801
Nine Mile Design Engineering	$0.00	$94,804.25	$94,804.25	$95,000.00	202-18-479-970
Totals	**$398.75**	**$109,391.50**	**$109,790.25**	**$114,000.00**	

RECOMMENDED ACTION: It is recommended that the invoices from OHM Advisors for the above listed projects be approved for the total amount of $398.75. Funding is available in the above listed accounts.

EXHIBITS:

1. DPW GIS Application Development_85240

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

INVOICE

City of Oak Park
Attn: Kara Grisamer, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 02/17/2025
Invoice #: 85240
Project: 0037240020

Project Name: DPW GIS Application Development

GIS Layer updates and Tree program review

For Professional Services Rendered Through: February 08, 2025

Professional Services	
1A: General Water Department GIS Support	$398.75
1B: Pavement Markings - Field Map and Dashboard Development	$0.00
1C: Tree Inventory / Restoration - Field Map and Dashboard Development	$0.00
Amount Due This Invoice	**$398.75**

Invoice Total $398.75

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

INVOICE

City of Oak Park
Attn: Kara Grisamer, City Engineer
10600 Capital Ave.
Oak Park, MI 48237

Invoice Date: 02/17/2025
Invoice #: 85240
Project: 0037240020

Project Name: DPW GIS Application Development

1A: General Water Department GIS Support

Professional Services

	Hours	*Rate*	*Amount*
Design Technician III	2.75	145.00	$398.75
Professional Services Subtotal	**2.75**		**$398.75**
1A: General Water Department GIS Support Total:	**2.75**		**$398.75**
Total Backup:	**2.75**		**$398.75**

CITY OF OAK PARK, MI
STAFF REPORT

5.D

AGENDA FOR: March 3, 2025

SUBJECT: Proclamation to proclaim Friday, April 25, 2025 as Arbor Day in the City of Oak Park.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

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

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: It is recommended that City Council proclaim Friday, April 25, 2025 as Arbor Day in the City of Oak Park.

EXHIBITS:

1. 2025 Arbor Day Proclamation

Arbor Day Proclamation

The following Proclamation was passed by the City Council of the City of Oak Park, Michigan, upon the recommendation of the Department of Public Works, at the Regular City Council Meeting on March 3, 2025.

Whereas,	In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and Whereas, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and
Whereas,	Arbor Day is now observed throughout the nation and the world, and
Whereas,	Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and
Whereas,	Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and
Whereas,	Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and
Whereas,	Trees, wherever they are planted, are a source of joy and spiritual renewal.
Now, Therefore,	The Mayor and City Council of the City of Oak Park, do hereby proclaim Friday, April 25, 2025 Arbor Day in the City of Oak Park, and urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and
Further,	Urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Marian McClellan, Mayor	*Solomon Radner*
Shaun Whitehead, Mayor Pro-Tem	*Stephanie Crawford*
Julie Edgar	*Dated*

CITY OF OAK PARK, MI
STAFF REPORT

5.E

AGENDA FOR: March 3, 2025

SUBJECT: 2nd Quarter FY 2024-25 Investment Report

DEPARTMENT: Finance/Assessing

FROM: Saundra Crawford, Director of Finance

SUMMARY: See attachment

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: Receive and file the report

EXHIBITS:

1. December 31 2024 Investments
2. Investment Summary 12.31.24

City of Oak Park
Summary of Cash and Investments Held
December 31, 2024

	Maturity Date	Market Value	Book Value	% of Portfolio	Current Interest Rate	YTM @ Cost	Days to Maturity	Investment Broker
Cash								
Huntington Bank - Collection		$ 3,520,906	$ 3,520,906	7.05%	0.0300%	0.0300%	1	Huntington
Huntington Bank - Accounts Payable		-	-	0.00%	0.0300%	0.0300%	1	Huntington
Huntington Bank - Payroll		-	-	0.00%	0.0300%	0.0300%	1	Huntington
Money Market								
Fifth Third - Money Market		1,191,948	1,191,948	2.39%	4.3500%	4.3500%	1	Fifth Third
Comerica Securities - Money Market		6,796	6,796	0.01%	0.3000%	0.3000%	1	Comerica
Huntington Bank - Money Market		21,306	21,306	0.04%	4.2640%	4.2640%	1	Huntington
Government Securities								
Federal Home Loan BA SER RA-9025	4/21/2025	679,721	677,960	1%	1.7500%	1.7500%	111	Fifth Third
Federal Home Loan BA SER BJ-9025	11/17/2025	558,703	570,000	1.14%	0.7500%	0.7500%	321	Fifth Third
Federal Home Loan BA SER L5-2025	12/26/2025	483,615	495,000	0.99%	0.9000%	0.9000%	360	Fifth Third
Federal Home Loan BA SER E6-9026	2/18/2026	972,080	992,000	1.99%	1.7500%	1.7500%	414	Fifth Third
Federal Home Loan BA SER F1-9026	2/24/2026	1,414,722	1,443,475	2.89%	1.1250%	1.1250%	420	Fifth Third
Municipal Bonds								
Michigan Fin Auth Rev Taxable Hosp Ref	12/1/2030	420,918	484,110	0.97%	2.9540%	2.9540%	1794	Comerica
Certificate of Deposits								
Capital One Natl Assn	8/18/2025	994,420	1,000,000	2.00%	3.3000%	3.3000%	229	Fifth Third
Capital One Natl Assn	8/17/2026	988,610	1,000,000	2.00%	3.3500%	3.3500%	593	Fifth Third
Commercial Paper								
Investment Pool								
Local Government Investment Pool		38,551,828	38,551,828	77.17%	4.6870%	4.6870%	1	MICLASS
Oakland County Investment Pool		221	221	0.00%	3.8800%	3.8800%	1	Oakland County
Total		$ 49,805,794	$ 49,955,550	100.00%				

CITY OF OAK PARK

Saundra Crawford, Director
Department of Finance

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

MEMORANDUM

Date: March 3, 2025

To: Erik Tungate, City Manager

From: Saundra Crawford, Finance Director
Carl Johnson, Financial Assistant

Re: Second Quarter FY 2024-25 Investment Report

The State of Michigan Public Act 213 of 2007 requires the City's investment officer to provide a written report quarterly to the governing body concerning the investment of all funds of the City that fall under Public Act 20. Public Act 20 governs how non-pension and non-OPEB funds can be invested. The attached report details the cash and investments (citywide for all funds) held by the City on December 31, 2024. The report includes a description of each investment by type, market and book values, current and yield to maturity interest rates and the number of days to maturity.

The second quarter investment report shows total citywide cash and investments of $49,805,794 (market value) including cash in the operating account of $3,520,906 (excluding outstanding checks and other adjustments), short-term investments in Investment Pools of $35,559,402, money market of $1,220,050, and long-term investments total $6,512,789. The City has maximized investment return on short-term cash by maximizing the funds in the MiClass Investment Pool and minimizing the amount maintained in the checking and daily depository accounts. During this quarter, the majority of the funds continued to be invested in the investment pools as they provide the greatest yield and security while interest rates change due to inflation concerns. Longer-term investments purchased in previous quarters continue to experience the reversal of prior unrealized losses (due to interest rate reductions by the Feds). Investment income for the months of October through December 2024 included interest income of $559,939 ($519,557 second quarter FY 23/24) and realized/unrealized gains on investments of $5,991 ($165,252 second quarter FY 23/24).

During the second quarter, actual investment returns were excellent with the higher interest rates with an approximate yield of 4.2%. Yields are expected to continue to be reduced as the Feds has warned of multiple interest rate decreases in the coming quarters.

CITY OF OAK PARK, MI
STAFF REPORT

5.F

AGENDA FOR: March 3, 2025

SUBJECT: Budget to Actual Report for period ending 12-31-24

DEPARTMENT: Finance/Assessing

FROM: Saundra Crawford, Director of Finance

SUMMARY: See attachment

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: To receive and file report

EXHIBITS:

1. Budget to actual 12.31.24
2. Memo 12.31.24 Budget to Actual Report

REVENUE AND EXPENDITURE REPORT FOR CITY OF OAK PARK
PERIOD ENDING 12/31/2024
% Fiscal Year Completed: 50.41

ACCOUNT DESCRIPTION	END BALANCE 06/30/2024 NORM (ABNORM)	2024-25 ORIGINAL BUDGET	2024-25 AMENDED BUDGET	YTD BALANCE 12/31/2024 NORM (ABNORM)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND						
00.000 - NONE	22,899,876.58	19,048,784.00	19,048,784.00	15,115,885.29	3,932,898.71	79.35
17.345 - PUBLIC SAFETY	5,695,962.71	6,127,853.00	6,127,853.00	5,932,298.23	195,554.77	96.81
19.752 - RECREATION ADMINISTRATION	284,401.54	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	28,880,240.83	25,176,637.00	25,176,637.00	21,048,183.52	4,128,453.48	83.60
10.101 - CITY COUNCIL AND MAYOR	66,087.16	87,800.00	94,455.00	33,604.86	60,850.14	35.58
11.172 - CITY MANAGER	657,799.82	658,400.00	658,400.00	347,036.41	311,363.59	52.71
11.270 - HUMAN RESOURCES	285,973.21	309,317.00	313,612.00	148,386.68	165,225.32	47.32
11.611 - ECONOMIC DEVELOPMENT	222,593.04	193,609.00	193,609.00	100,188.86	93,420.14	51.75
12.258 - MANAGEMENT INFORMTN SERVICE	482,609.46	404,441.00	404,441.00	243,864.55	160,576.45	60.30
13.210 - CITY ATTORNEY	244,859.92	289,600.00	289,600.00	105,260.33	184,339.67	36.35
13.229 - PROSECUTING ATTORNEY	78,000.00	81,000.00	81,000.00	26,000.00	55,000.00	32.10
14.191 - ELECTIONS	327,386.72	321,288.00	321,288.00	222,381.88	98,906.12	69.22
14.215 - CITY CLERK	149,945.69	153,277.00	153,277.00	70,682.17	82,594.83	46.11
15.201 - FINANCE & ADMIN SERVICES	622,665.90	568,503.00	568,503.00	259,231.82	309,271.18	45.60
16.371 - MUNICIPAL SERVICES - INSPECTIONS	868,792.30	883,240.00	1,023,540.00	531,218.60	492,321.40	51.90
16.401 - MUNICIPAL SERVICES - ADMIN	350,575.52	254,444.00	604,444.00	153,775.92	450,668.08	25.44
16.447 - MUNICIPAL SERVICES - ENGINEERING	61,173.76	46,749.00	46,749.00	27,998.26	18,750.74	59.89
16.448 - MUNICIPAL SERVICES - STREET LIGHTING	484,046.36	455,000.00	455,000.00	206,271.10	248,728.90	45.33
17.345 - PUBLIC SAFETY	13,713,149.69	13,120,926.00	13,124,471.00	5,847,877.70	7,276,593.30	44.56
17.346 - PUBLIC SAFETY K-9	249,791.25	245,313.00	280,313.00	144,971.17	135,341.83	51.72
18.265 - BUILDING MAINTENANCE	961,165.11	911,444.00	1,129,967.00	493,130.45	636,836.55	43.64
18.441 - DPW ADMINISTRATION	16,748.69	21,000.00	21,000.00	10,125.03	10,874.97	48.21
18.443 - SHEPHERD PARK	96,445.10	141,200.00	141,200.00	45,492.93	95,707.07	32.22
18.444 - OTHER PARKS FORESTRY	103,483.63	108,000.00	190,665.00	68,697.80	121,967.20	36.03
19.752 - RECREATION ADMINISTRATION	700,040.10	0.00	0.00	0.00	0.00	0.00
19.753 - ATHLETICS	19,743.50	0.00	0.00	0.00	0.00	0.00
19.754 - OUTDOOR ACTIVITIES	120,764.02	0.00	0.00	0.00	0.00	0.00
19.755 - INSTRUCTIONAL CLASSES	20,764.50	0.00	0.00	0.00	0.00	0.00
19.756 - SPECIAL RECREATION EVENTS	78,995.47	0.00	0.00	0.00	0.00	0.00
19.757 - SWIMMING POOL	161,451.29	0.00	0.00	0.00	0.00	0.00
19.776 - SENIOR SERVICES	55,757.99	0.00	0.00	0.00	0.00	0.00
21.890 - NON DEPARTMENTAL	6,746,350.74	5,460,011.00	5,460,011.00	2,179,133.96	3,280,877.04	39.91
22.806 - COMMUNICATIONS & PUBLIC INFORMAT	428,370.96	462,075.00	462,075.00	228,311.46	233,763.54	49.41
TOTAL EXPENDITURES	28,375,530.90	25,176,637.00	26,017,620.00	11,493,641.94	14,523,978.06	44.18
TOTAL REVENUES	28,880,240.83	25,176,637.00	25,176,637.00	21,048,183.52	4,128,453.48	83.60
TOTAL EXPENDITURES	28,375,530.90	25,176,637.00	26,017,620.00	11,493,641.94	14,523,978.06	44.18
NET OF REVENUES & EXPENDITURES	504,709.93	0.00	(840,983.00)	9,554,541.58	(10,395,524.58)	1,136.12

CITY OF OAK PARK

Saundra Crawford, Director
Department of Finance

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

MEMORANDUM

Date: March 3, 2025

To: Erik Tungate, City Manager

From: Saundra Crawford

Re: 2nd Quarter Budget to Actual Report, General Fund

The purpose of this memorandum is to highlight fiscal year-to-date revenue and expenditure activity through the second quarter ending December 31, 2024 (see attached report for budget-to-actual by department activity for the General Fund only). Through the second quarter, generally, revenues and expenditures should represent 50% of the annual budget.

GENERAL FUND

REVENUES

Total revenues through the second quarter total approximately $21.0 million, representing approximately 84% of the annual budget. Overall revenues are on track with budget with the following items of note:

- Property Tax Revenue – City property tax levies are billed July 1 and payable in full without penalty by August 31, 2024. As of the end of the second quarter approximately 96% of the taxes billed had been paid. Any unpaid real property taxes will be purchased from the City by Oakland County in May 2025. Property tax revenue is the primary reason the overall revenues are at 84% to date.

- Intergovernmental Revenue (State Revenue Sharing) – The City receives six bi-monthly payments annually for state-shared revenue. The second quarter report reflects two fiscal 2025 payments as the August 31, 2024, payment by statute is included as part of the June 30, 2024 revenues. The City will receive payments on February 28, April 30, June 30 and August 31 (2025) related to the current fiscal year. The estimated annual revenue included in the budget totals $4,503,037.

- Fines and forfeiture revenue received from the 45th District Court is budgeted for a total of $1,035,000 of which $650,486 or 63% was received in through the second quarter. Overall court revenue continues to be less than prior year due the reduced number of tickets written by all communities. The court has done a good job maintaining their costs but the City's net contribution continues to increase. The revenue received is used to offset a portion of the court's operating costs. Finance will continue to monitor both the court revenue and expenditure budgets and amended as necessary.

- Cable franchise fee revenue is budgeted at $410,000 and includes two quarterly installment totaling $167,638.

EXPENDITURES

Total expenditures through the second quarter total approximately $11.5 million, representing approximately 24% of the annual budget. Overall, departmental expenditure budgets are on track with the following items of note (departments over 50%):

- The Elections Department at 69% due to the timing of the elections both occurring during the first two quarters of the fiscal year.
- The Management Information Department is at 60% of their budget due to the payment of many of the annual license agreements in the beginning of the fiscal year. The overall budget is in line with the current annual projections.
- Municipal Services – Engineering Department is at 60% primarily due to fewer expenditure allocations to other funds through the first half of the fiscal year.
- The recreation departments had balances in prior year and have no balances in the current year as all recreation activity is now recorded in a new, dedicated special revenue fund.

The final audited Fiscal Year End 2023-24 statements show an increase in fund balance of $504,710. Overall, the City ended year the fiscal year decreasing fund balance slightly (net $21,620) as projects budgeted but not completed in fiscal 2024 were included in a rollover budget request in Budget Amendment #2025-1 totaling $526,330. Overall, the General Fund operations are in line with the annual budget. The projected fund balance remains at the targeted level of 17.5% of annual expenditures.

MERCHANT'S LICENSES - MARCH 3, 2025

(Subject to All Departmental Approvals)

NEW MERCHANT	ADDRESS	FEES	BUSINESS TYPE
ROSE'S RESALE	8521 W NINE MILE RD	$ 150.00	RETAIL
BLOW SMOKER	10841 TEN MILE	$ 150.00	RETAIL

RENEWALS FOR 2025	ADDRESS	FEES	BUSINESS TYPE
D/A CENTRAL, INC	13155 CLOVERDALE AVE	$ 150.00	SECURITY COMPAMY
ALL MY SONS OF DETROIT LLC	13220 CLOVERDALE AVE B	$ 225.00	MOVING COMPANY
AUTOBAHN COLLISION	20850 COOLIDGE HWY	$ 150.00	COLLISION COMPANY
LASHELLE'S SCHOOL OF DANCE	21330 COOLIDGE HWY	$ 225.00	DANCE SCHOOL
CITI TRENDS	22106 COOLIDGE HWY	$ 225.00	RETAIL
UNTANGLED HAIR	23059 COOLIDGE HWY	$ 225.00	HAIR SALON
DEBORAH HECHT, LLC	25907 COOLIDGE HWY	$ 150.00	RETAIL
UNIVERSAL WHOLESALE	14511 W ELEVEN MILE RD	$ 150.00	RETAIL
OAK PARK SOCIAL, LLC	14691 W ELEVEN MILE RD	$ 187.50	RESTAURANT
KIDS FOOTLOCKER #48578	21220 GREENFIELD RD	$ 187.50	RETAIL
STUDIO 218	23300 GREENFIELD RD # 218	$ 225.00	HAIR SALON
CONSULTANTS IN OPHTALMOLOGY DBA DR OTIS B	25900 GREENFIELD RD # 239	$ 187.50	MEDICAL
MARINA'S ALTERATIONS	15075 LINCOLN AVE # 117	$ 150.00	TAILOR
TAI FAI	8505 W NINE MILE RD	$ 150.00	RESTAURANT
ALASKA FISH & CHICKEN	13701 W NINE MILE RD	$ 150.00	RESTAURANT
CHINA CITY	13715 W NINE MILE RD	$ 150.00	RESTAURANT
GREAT LAKES LANDSCAPING DESIGN INC	13201 NORTHEND AVE	$ 150.00	LANDSCAPING

CITY OF OAK PARK, MI
STAFF REPORT

7.A

AGENDA FOR: March 3, 2025

SUBJECT: Request for a Special Event License submitted by the Oak Park Corridor Improvement Authority, for the Family Fun Fest event to be held on June 7, 2025, from 1:00 p.m. - 4:00 p.m.

DEPARTMENT: City Clerk

FROM: Michelle Bishop, Manager of Authorities

SUMMARY: Please see the attached application for relevant information

FINANCIAL STATEMENT: Money is available in the Professional Services - Marketing budget 251.00.000.801.018

RECOMMENDED ACTION: Request that City Council approve the special event permit for the 2025 Family Fun Fest and waive the $100 application fee.

EXHIBITS:

1. Special Event App - Family Fun Fest
2. Special Event Sign off -Family Fun Fest 2025

CITY OF OAK PARK, MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

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.

Today's Date: 2/24/25

Applicant Information

Applicant/Business Name: OAK PARK CORRIDOR IMPROVEMENT AUTHORITY

Applicant/Business Address: 14300 OAK PARK BLVD, OAK PARK

Phone number: (248) 691-2350 E-Mail Address: MBISHOP@OAKPARKMI.GOV

Relation of applicant to business: OPCIA MANAGER

Owner Information

Owner or manager of site: MICHELLE BISHOP Phone: (248) 691-2350

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: 6/7/25 Has this event been held previously? X Yes ☐ No

Address or location of event: ON 9 MILE BETWEEN SENECA & SHERMAN POCKET PARKS

Is this a city owned park? X Yes ☐ No

Nature, purpose, and detailed description of event: SEE ATTACHED

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

If yes, please describe how so: SEE ATTACHED

Estimated number of people attending event? 400-500 Hours of Event: 1-4PM

Street Closure

Are you requesting to have a parade? ☐ Yes **X** 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, please describe. _____

Are you requesting a street to be closed or blocked off for your event? ☐ Yes ☐ No

Please note: ***Please attach verification from the residences located on the affected street(s), indicating that they are aware of the event.*** (Form attached)

Food Services

Will food or beverages be sold at event? **X** Yes ☐ No If yes please list type(s) of food to be sold:
THERE IS A POSSIBILITY WE MAY HAVE A COUPLE OF FOOD TRUCKS ON SITE. KONA ICE AND ANOTHER TBD. STILL WORKING THROUGH THE DETAILS

Will the food be prepackaged or prepared on site: ☒ Yes ☐ No

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 an inspection. You will also need to provide temporary water services at the site where the food is prepared.***

Mechanical Amusement

Will there be a mechanical ride, bounce house or other special activity at the event? **X** Yes ☐ No
If yes, please describe and provide the name and address of the company/entity providing the amusement.
WE MAY BE UTILIZING A CLIMBING TOWER FROM OAKLAND COUNTY AND POSSIBLE INFLATABLES FROM A TBD COMPANY

Please Note: ***You are required to provide proof of insurance for all mechanical rides, bounce houses, Mechanical rides/games, etc. The City of Oak Park must be listed on the certificate of insurance as "additional insured."***

Technical/Support

Will the event require use of electrical supply source? X Yes ☐ No If yes, please describe:
PERFORMERS IN THE POCKET PARKS WILL UTILIZE ONSITE OUTLETS. INFLATABLES WILL UTILIZE POWER FROM SCHEERS ACE HARDWARE

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

Will tent(s) be used at the event? X Yes ☐ No If yes, please state size(s) and description:
10 X 10 TENTS WILL BE USED IN VARIOUS POCKET PARKS AND AT VARIOUS BUSINESSES

Will the event have banners displayed? X Yes ☐ No, if so, please provide the number of signs and dimension(s): (3) 4 X 6 BANNERS WILL BE DISPLAYED 2 WEEKS BEFORE THE EVENT ALONG 9 MILE ROAD

Please Note:

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

Additional Special Event requirements may include: additional application, inspection and bond fees, and temporary sign permit. 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 of the City Code.

The fee for a Special Event application is $100 and is non-refundable. The deadline for receipt of the application is 30 days prior to the event. 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, Recreation and Municipal Services. 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 to proceed with the event. If the applicant decides to proceed, the event application will be placed on the next City Council agenda for consideration of approval.

X I am requesting a waiver of the $100 application fee.

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

Michelle Bisley 2/24/25

Applicant's Signature Date

3/24

The Oak Park Corridor Improvement Authority (CIA) is thrilled to host THE 2ND ANNUAL "9 Mile Family Fun Fest" event, scheduled for Saturday, June 7 from 1 - 4pm. This free, family-friendly event will showcase the best of Oak Park's 9 Mile corridor, and offer an afternoon of engaging activities for all ages.

Event Highlights:

- **Engaging activities for families:** Local daycares will transform their spaces with interactive activities like petting zoos, crafting stations, and musical entertainment.

- **Lively parks and sidewalks:** Linear and pocket parks will come alive with live music, captivating puppet shows, face painting, and creative sidewalk art.

- **Thriving businesses:** Local businesses will showcase themselves through sidewalk sales and family-oriented activities, highlighting the vibrant commercial district. Businesses may set up a tent for a promotion or sidewalk sale or offer sales within their business space.

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

CIA Family Fun Fest
CIA
9 Mile Rd. (Seneca & Sherman)
DATE: June 7, 2025 at 1:00 pm – 4:00 pm

DEPARTMENT	SERVICES/CONSIDERATIONS	ESTIMATED HOURS	ESTIMATED COST
MUNICIPAL SERVICES *Kim Marrone* **Dan Fairless*	Food Trucks/Vendors must be registered with Oak Park. Banners/signs must not create a clear vision obstruction. Inflatables must be properly anchored to the ground. Extension cords must not create trip hazards.	NA	NA
PUBLIC SAFETY *Steve Cooper*	Public Safety to conduct periodic checks as part of normal patrol duties	35 mins	NA
RECREATION *Laurie Stasiak*	Let me know if you need anything from Recreation	NA	NA
DPW *Dave Decoster*	Clean up of area and possible assistance setting up	6-8	N/A CIA provides DPW with funds for these events
CITY ATTORNEY *Courtney Krause*	Proof of insurance must be provided naming the City as additional insured for any carnival rides/bounce houses.	N/A	N/A
ADMINISTRATION *Erik Tungate*	Recommend approval contingent upon applicant meeting the requirements listed.		$100 fee waived

CITY OF OAK PARK, MI
STAFF REPORT

8.A

AGENDA FOR: March 3, 2025

SUBJECT: Request to award the bid for the 2025 Water Main Replacement Project, M-769 to Eminent Excavating Local LLC of Dearborn, MI for the total amount of $1,149,431.00

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: At the January 6, 2025 regular meeting of the Oak Park City Council, the request to bid the 2025 Water Main Replacement Project, M-769, was approved. The project was advertised and one hundred thirty two (132) contractors viewed the documents. On January 27, 2025, eleven (11) bids were received and opened. The low bidder, Eminent Excavating Local LLC of Dearborn, MI submitted a bid of $1,149,431.00 for the water main project. This project will replace the water mains in the areas shown on the attached maps. Contractor references were checked with very good feedback.

FINANCIAL STATEMENT: This project is budgeted in the Water/Sewer Fund (592-18-538-970). The low bid was also under the Engineer's estimate. We were also awarded a state Legislative Earmark Grant through Senator McMorrow's office in the amount of $1,100,000.00 for this project.

RECOMMENDED ACTION: It is recommended City Council award the bid for the 2025 Water Main Replacement Project, M-769 to Eminent Excavating Local LLC of Dearborn, MI for the total amount of $1,149,431.00. Funding is available in the Water/Sewer Fund.

EXHIBITS:

1. Project Information with Bid Tab
2. 2025 Water Main Project Map

Project Technician: J WILSON
Date: 1/28/2025

PROJECT INFORMATION

Project Name:	2025 WATER MAIN REPLACMENT PROJECT
Project M#:	M-769
Budget Year:	2024-2025
Budget Amount:	$2,750,000.00
Bid Amount:	$1,149,431.00
Apparent Low Bidder:	EMINENT EXCAVATING LOCAL LLC
Total Project Views:	132
Total Bids Submitted:	11
References Checked:	yes
Expected Start of Const.	14-Apr-25
Expected Comp. Date	fall 2025
Additional Information:	BID WAS UNDER ENGINEERS ESTIMATE ALL REFERENCES CAME BACK VERY GOOD

BID TABULATION

2025 WATER MAIN REPLACEMENT PROJECT, M-769 BID OPENING DATE: MONDAY, JANUARY 27, 2025 at 2:00 PM				EMINENT EXCAVATING LOCAL, LLC 22161 OUTER DRIVE DEARBORN, MI 48124 313-304-1154		AIELLI CONSTRUCTION COMPANY, INC 47742 VANDYKE SHELBY TWP., MI 48317 586-792-1890		D'ANGELO BROTHERS INC. 30836 W EIGHT MILE FARMINGTON HILLS, MI 48336 248-515-1942		
ITEM	DESCRIPTION	QUANT.	U/M	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	
1	Mobilization, Max 5%	1	LSUM	$ 50,000.00	$ 50,000.00	$ 38,723.89	$ 38,723.89	$ 50,000.00	$ 50,000.00	
2	Minor Traffic Device, Modified SP	1	LSUM	$ 20,000.00	$ 20,000.00	$ 17,484.91	$ 17,484.91	$ 78,888.00	$ 78,888.00	
3	Pavement Removal, Modified SP	2,314	SYD	$ 9.00	$ 20,826.00	$ 9.96	$ 23,047.44	$ 15.00	$ 34,710.00	
4	Erosion Control, Inlet Protection, Fabric Drop, Modified SP	27	EACH	$ 145.00	$ 3,915.00	$ 103.53	$ 2,795.31	$ 100.00	$ 2,700.00	
5	Project Cleanup	1.00	LSUM	$ 2,500.00	$ 2,500.00	$ 4,626.73	$ 4,626.73	$ 35,000.00	$ 35,000.00	
6	Aggregate Base Under Concrete (6" 21AA Crush Limestone)	500	SYD	$ 17.00	$ 8,500.00	$ 15.83	$ 7,915.00	$ 15.00	$ 7,500.00	
7	Gate well, 1040C Frame and Cover	9	EACH	$ 750.00	$ 6,750.00	$ 750.00	$ 6,750.00	$ 950.00	$ 8,550.00	
8	Sanitary Manhole 1040A Frame and Cover	4	EACH	$ 850.00	$ 3,400.00	$ 850.00	$ 3,400.00	$ 1,100.00	$ 4,400.00	
9	Catch Basin 5080M3 6 Hole Frame and Cover	4	EACH	$ 950.00	$ 3,800.00	$ 750.00	$ 3,000.00	$ 1,100.00	$ 4,400.00	
10	Underdrain Subgrade, Open Graded 6", Modified SP	200	LFT	$ 20.00	$ 4,000.00	$ 26.00	$ 5,200.00	$ 1.00	$ 200.00	
11	Conc. Pavt. 24" curb and gutter Section, Non-Reinf. 7", Modified SP	200	LFT	$ 32.00	$ 6,400.00	$ 43.51	$ 8,702.00	$ 35.00	$ 7,000.00	
12	Conc. Pavt W/integral curb and gutter, Non-Reinf. 7", Modified SP	50	SYD	$ 75.00	$ 3,750.00	$ 70.55	$ 3,527.50	$ 105.00	$ 5,250.00	
13	Conc. Pavt W/integral curb and gutter, Non-Reinf. 10", Modified SP	400	SYD	$ 95.00	$ 38,000.00	$ 116.11	$ 46,444.00	$ 118.00	$ 47,200.00	
14	Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk	10,400	SFT	$ 6.00	$ 62,400.00	$ 7.01	$ 72,904.00	$ 6.75	$ 70,200.00	
15	Sidewalk Conc. NonReinf. Modified SP 6" Conc. Sidewalk	6,270	SFT	$ 7.00	$ 43,890.00	$ 9.15	$ 57,370.50	$ 7.50	$ 47,025.00	
16	Sidewalk Curb	300	LFT	$ 30.00	$ 9,000.00	$ 43.71	$ 13,113.00	$ 35.00	$ 10,500.00	
17	Class A Sodding, Modified SP	3,000	SYD	$ 15.00	$ 45,000.00	$ 11.20	$ 33,600.00	$ 12.00	$ 36,000.00	
18	Water Main D.I CL 54 8" Trench Det B Modified	2,400	LFT	$ 157.00	$ 376,800.00	$ 151.29	$ 363,096.00	$ 160.00	$ 384,000.00	
19	Sussex ave. Water Main Connection "A" Sussex ave.@ Nine Mile Rd.	1	LSUM	$ 10,000.00	$ 10,000.00	$ 13,000.00	$ 13,000.00	$ 13,500.00	$ 13,500.00	
20	Sussex Ave. Water Main Connection "B" Sussex ave. @ Kenwood Ave.	1	LSUM	$ 6,500.00	$ 6,500.00	$ 6,700.00	$ 6,700.00	$ 5,600.00	$ 5,600.00	
21	Sussex Ave. Water Main Connection "C" Sussex Ave. @ Church Ave.	1	LSUM	$ 6,500.00	$ 6,500.00	$ 6,700.00	$ 6,700.00	$ 5,600.00	$ 5,600.00	
22	Sussex Ave. Water Main Connection "D" Sussex Ave. @ Rosemary Ave.	1	LSUM	$ 7,500.00	$ 7,500.00	$ 8,900.00	$ 8,900.00	$ 12,000.00	$ 12,000.00	
23	Nine Mile Crossings Water Main Connection "E" Nine Mile Rd. @ Avon Ave.(north side)	1	LSUM	$ 7,500.00	$ 7,500.00	$ 7,600.00	$ 7,600.00	$ 4,500.00	$ 4,500.00	
24	Nine Mile Crossings Water Main Connection "F" Nine Mile Rd. @ Avon Ave.(South side)	1	LSUM	$ 12,500.00	$ 12,500.00	$ 14,800.00	$ 14,800.00	$ 12,000.00	$ 12,000.00	
25	Nine Mile Crossings Water Main Connection "G" Nine Mile Rd. @ Radclift Ave.(north side)	1	LSUM	$ 6,500.00	$ 6,500.00	$ 7,500.00	$ 7,500.00	$ 4,500.00	$ 4,500.00	
26	Nine Mile Crossings Water Main Connection "H" Nine Mile Rd. @ Radclift Ave. (South side)	1	LSUM	$ 12,500.00	$ 12,500.00	$ 16,900.00	$ 16,900.00	$ 11,500.00	$ 11,500.00	
27	Nine Mile Crossings Water Main Connection "I" Nine Mile Rd. @ Wildwood Ave. (north side)	1	LSUM	$ 7,500.00	$ 7,500.00	$ 8,100.00	$ 8,100.00	$ 4,500.00	$ 4,500.00	
28	Nine Mile Crossings Water Main Connection "J" Nine Mile Rd. @ Wildwood Ave. (South side)	1	LSUM	$ 12,500.00	$ 12,500.00	$ 14,800.00	$ 14,800.00	$ 12,000.00	$ 12,000.00	
29	Nine Mile Crossings Water Main Connection "K" Nine Mile Rd. @ Marlow Ave.(north side)	1	LSUM	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00	$ 4,000.00	$ 4,000.00	
30	Nine Mile Crossings Water Main Connection "L" Nine Mile Rd. @ Marlow Ave.(South side)	1	LSUM	$ 10,000.00	$ 10,000.00	$ 14,800.00	$ 14,800.00	$ 8,000.00	$ 8,000.00	
31	Nine Mile Crossings Water Main Connection "M" Nine Mile Rd. @ Church Ave.(north side)	1	LSUM	$ 7,500.00	$ 7,500.00	$ 8,000.00	$ 8,000.00	$ 4,000.00	$ 4,000.00	
32	Nine Mile Crossings Water Main Connection "N" Nine Mile Rd. @ Church Ave. (South side)	1	LSUM	$ 16,500.00	$ 16,500.00	$ 24,800.00	$ 24,800.00	$ 16,250.00	$ 16,250.00	
33	Lincoln @ Coolidge Hydrant Tee Removal	1	LSUM	$ 12,000.00	$ 12,000.00	$ 16,300.00	$ 16,300.00	$ 9,800.00	$ 9,800.00	
34	Install Fire Hydrant EJIW 5BR-250	5	EACH	$ 7,500.00	$ 37,500.00	$ 7,500.00	$ 37,500.00	$ 9,500.00	$ 47,500.00	
35	Install Stainles Steel 8" taping Sleeve, Valve & Well	3	EACH	$ 15,000.00	$ 45,000.00	$ 15,903.40	$ 47,710.20	$ 17,777.00	$ 53,331.00	
36	Install 8" Gate Valve and Well	6	EACH	$ 6,500.00	$ 39,000.00	$ 5,248.09	$ 31,488.54	$ 7,888.00	$ 47,328.00	
37	Remove & Replace Service Curb Box 3/4 inch to 2 Inch	29	EACH	$ 800.00	$ 23,200.00	$ 1,100.51	$ 31,914.79	$ 725.00	$ 21,025.00	*
38	Service Transfers	53	EACH	$ 850.00	$ 45,050.00	$ 932.67	$ 49,431.51	$ 900.00	$ 47,700.00	
39	3/4" to 2" Diameter Type K Copper	275	LFT	$ 50.00	$ 13,750.00	$ 20.29	$ 5,579.75	$ 50.00	$ 13,750.00	
40	Remove Existing Fire Hydrant	4	EACH	$ 750.00	$ 3,000.00	$ 364.70	$ 1,458.80	$ 400.00	$ 1,600.00	
41	Remove Existing Gate Valve and Well	7	EACH	$ 1,000.00	$ 7,000.00	$ 410.07	$ 2,870.49	$ 750.00	$ 5,250.00	
42	Drainage Structure Adjust	4	EACH	$ 1,000.00	$ 4,000.00	$ 270.94	$ 1,083.76	$ 980.00	$ 3,920.00	
43	Crossing Existing Watermains, Sewer, and Sewer Leads	10	EACH	$ 500.00	$ 5,000.00	$ 300.00	$ 3,000.00	$ 1.00	$ 10.00	
44	Cast in Place Detectable, Tactile Warning Surfaces 5X2	300	SFT	$ 20.00	$ 6,000.00	$ 32.78	$ 9,834.00	$ 40.00	$ 12,000.00	
45	Abandon Existing Suxssex Ave. Water Main	1	LSUM	$ 15,000.00	$ 15,000.00	$ 1,800.00	$ 1,800.00	$ 2,500.00	$ 2,500.00	
46	Abandon Existing Avon. Water Main (Crossing)	1	LSUM	$ 3,000.00	$ 3,000.00	$ 300.00	$ 300.00	$ 1,000.00	$ 1,000.00	
47	Abandon Existing Radclift. Water Main (Crossing)	1	LSUM	$ 3,000.00	$ 3,000.00	$ 300.00	$ 300.00	$ 1,000.00	$ 1,000.00	
48	Abandon Existing Wildwood. Water Main (Crossing)	1	LSUM	$ 3,000.00	$ 3,000.00	$ 300.00	$ 300.00	$ 1,000.00	$ 1,000.00	
49	Abandon Existing Marlow. Water Main (Crossing)	1	LSUM	$ 3,000.00	$ 3,000.00	$ 300.00	$ 300.00	$ 1,000.00	$ 1,000.00	
50	Abandon Existing Church. Water Main (Crossing)	1	LSUM	$ 3,000.00	$ 3,000.00	$ 300.00	$ 300.00	$ 1,000.00	$ 1,000.00	
51	Maintenance Gravel, Modified SP	1,000	TON	$ 30.00	$ 30,000.00	$ 28.63	$ 28,630.00	$ 1.00	$ 1,000.00	
52	Salvage Sign, Modified SP	20	EACH	$ 100.00	$ 2,000.00	$ 107.05	$ 2,141.00	$ 200.00	$ 4,000.00	
53	Unidentified Irrigation System Repiars - Spinkler lines	250	LFT	$ 12.00	$ 3,000.00	$ 6.56	$ 1,640.00	$ 8.00	$ 2,000.00	
54	Unidentified Irrigation System Repairs - Sprinkler Heads	50	EACH	$ 80.00	$ 4,000.00	$ 71.03	$ 3,551.50	$ 50.00	$ 2,500.00	
			TOTAL COST		$ 1,149,431.00		$ 1,149,734.62		$ 1,231,687.00	

Other Bidders:

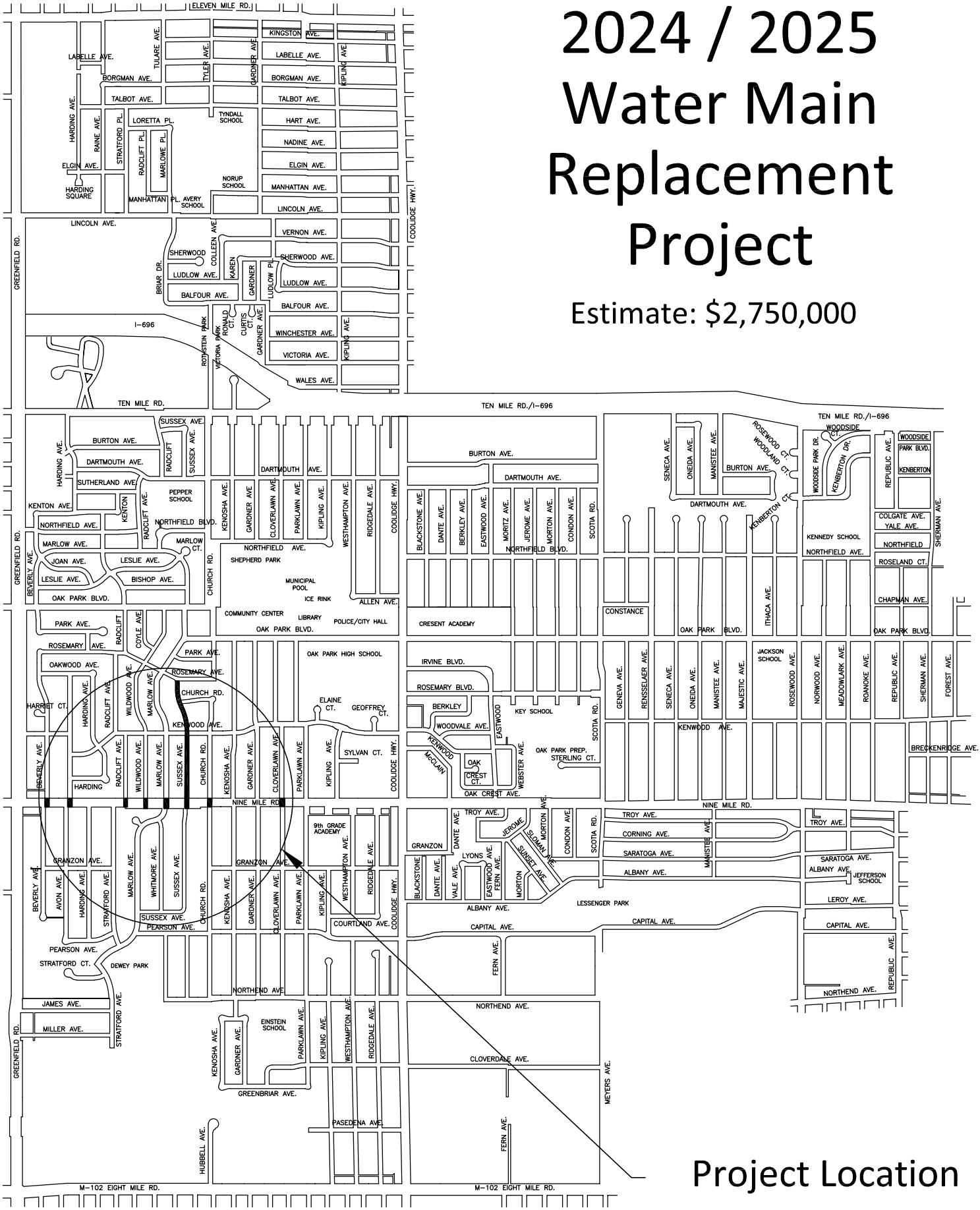
C&P CONSTRUCTION INC	$1,231,910.00
FDM CONTRACTING LLC	$1,278,122.50
DIPONIO CONTRACTING	$1,286,757.50
BRICCO EXCAVATING LLC	$1,293,225.54
MAIN STREET CONTRACTING INC	$1,297,000.00
INNER CITY CONTRACTING LLC	$1,577,752.00
DMC CONSULTANTS INC	$1,703,305.43
LAWRENCE M CLARK INC	$1,928,030.00

* CORRECTED BY EINGINEER

City of Oak Park

2024 / 2025 Water Main Replacement Project

Estimate: $2,750,000



Project Location

CITY OF OAK PARK, MI
STAFF REPORT

9.A.1

AGENDA FOR: March 3, 2025

SUBJECT: City Council Member appointments to Boards and Commissions

DEPARTMENT: City Clerk

FROM: Ed Norris, City Clerk

SUMMARY: Council will discuss making adjustments to their assignments to city boards and commissions.

FINANCIAL STATEMENT: N/A

RECOMMENDED ACTION: Approve final Council Member appointments to city boards and commissions.

EXHIBITS:

1. Board and Commission Assignments - City Council - Revsised for 3-3-25 Council Meeting

CITY OF OAK PARK, MICHIGAN
REGULAR MEETING OF THE
40TH OAK PARK CITY COUNCIL
March 3, 2025
7:00 PM

Council Appointments to Boards and Commissions

MAYOR MARIAN MCCLELLAN

Planning Commission (2nd Monday, 7:00 p.m.) (Voting, required by office)
Employees Retirement System (Quarterly, 4th Monday, 4:30 p.m.) (Voting)
Public Safety Retirement System (4th Monday, 4:30 p.m.) (Voting)

MAYOR PRO TEM SHAUN WHITEHEAD

Parks and Recreation Commission (3rd Wednesday, 7:00 p.m.) (Non-Voting)
Planning Commission (2nd Monday, 7:00 p.m.) (Voting)
Brownfield Redevelopment Authority (as needed and annually) (Voting)

COUNCIL MEMBER SOLOMON RADNER

Public Safety Retirement System (4th Monday, 4:30 p.m.) (Voting)
Library Board (3rd Tuesday, 6:30 p.m.) (Voting)

COUNCIL MEMBER JULIE EDGAR

Corridor Improvement Authority (3rd Thursday, Noon) (Voting, Mayor designee)
Arts and Cultural Diversity Commission (2nd Thursday, 7:00 p.m.) (Non-Voting)

COUNCIL MEMBER STEPHANIE CRAWFORD

Traffic Safety Board (Quarterly, 3rd Wednesday, 6:00 p.m.) (Voting)
Beautification Commission (3rd Tuesday, 7:00 p.m.) (Non-Voting)
Recycling and Environmental Conservation (3rd Thursday, 7:00 p.m.) (Non-Voting)

- Change from February 17th agenda

CITY OF OAK PARK, MI
STAFF REPORT

9.B.1

AGENDA FOR: March 3, 2025

SUBJECT: Resolution approving Michigan Department of Transportation (MDOT) Contract 24-5593 for the Nine Mile Rehabilitation Project, M-771, Cloverlawn to Greenfield.

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is the contract with MDOT for the Nine Mile Rehabilitation Project, M-771, from Cloverlawn to Greenfield Road. This project will be publicly bid and administered through the MDOT bidding process. The city awarded $766,512.00 in federal aid money for this project through our local and regional Federal Aid Committees. We were also awarded a state Legislative Earmark Grant through Senator McMorrow's office in the amount of $900,000.00 for this project. Based on the Engineer's estimate, this project is currently estimated at $1,665,600. Additional costs associated with Construction Engineering for the project will be brought before the City Council at a later date. The project will be let on March 7, 2025, at which time we will know the exact amount of the City's responsibility.

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

RECOMMENDED ACTION: It is recommended that City Council adopts the resolution approving MDOT contract 24-5593, subject to final review by the City Attorney, and authorizing Mayor Marian McClellan and City Manager Erik Tungate to sign the contract on behalf of the city.

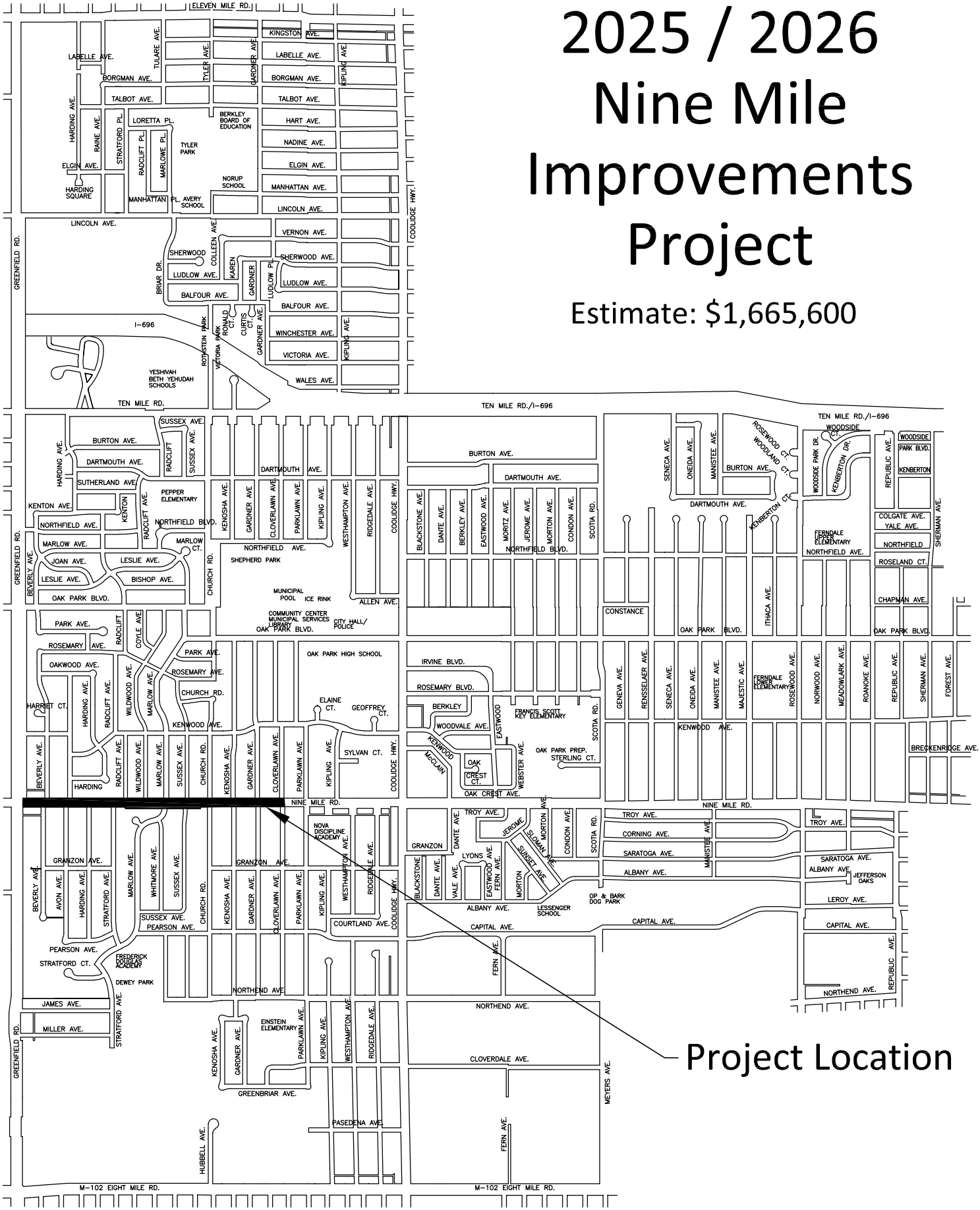
EXHIBITS:

1. Budget Map
2. Resolution - MDOT Agreement 24-5321- 2024
3. 215126_24-5593_r1

City of Oak Park

2025 / 2026 Nine Mile Improvements Project

Estimate: $1,665,600



CITY OF OAK PARK, MICHIGAN

RESOLUTION XX-XXX-2025

The following resolution was moved for its adoption by XXXX and seconded by XXXX.

Be it resolved that CONTRACT No. 24-5593, Control Section STU 63000, Job Number 215126CON, by and between the Michigan Department of Transportation and the City of Oak Park is hereby accepted and Mayor Marian McClellan and City Manager Erik Tungate are authorized to sign the contract on behalf of the city.

ADOPTED: AYES:
NAYES:
ABSENT:

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the City of Oak Park, County of Oakland, State of Michigan, at a regular meeting held on Monday, March 3, 2025 and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act No. 267, Public Acts of 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

_____
T. Edwin Norris, City Clerk

STP DA

Control Section	STU 63000
Job Number	215126CON
Project	25A0218
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	24-5593

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF OAK PARK, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Oak Park, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated February 19, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION
Hot mix asphalt cold milling and resurfacing along 9 Mile Road from Greenfield Road to Cloverlawn Street; including aggregate base, concrete pavement repair, curb and gutter, sidewalk, curb ramps and permanent pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIATION
Irrigation work along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

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

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

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except for construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to the Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

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

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A
Federal Surface Transportation Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST at the established Federal participation ratio equal to 46.07 percent. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B
The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. Upon completion of construction of the PROJECT, the REQUESTING PARTY will promptly cause to be enacted and enforced such ordinances or regulations as may be necessary to prohibit parking in the roadway right-of-way throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 365.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

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

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has

made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

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

CITY OF OAK PARK

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
for Department Director MDOT

09/06/90 STP.FOR 2/19/25

February 19, 2025

EXHIBIT I

CONTROL SECTION	STU 63000
JOB NUMBER	215126CON
PROJECT	25A0218

ESTIMATED COST

CONTRACTED WORK

	PART A	PART B	TOTAL
Estimated Cost	$1,663,800	$ 1,800	$1,665,600

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	$1,663,800	$ 1,800	$1,665,600
Less Federal Funds	$ 766,512	$ 0	$ 766,512
BALANCE (REQUESTING PARTY'S SHARE)	$ 897,288	$ 1,800	$ 899,088

NO DEPOSIT

09/06/90 STP.FOR 2/19/25

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

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

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

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

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

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

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

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

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

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

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

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

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

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

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

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

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

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

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

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

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

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

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

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

CITY OF OAK PARK, MI
STAFF REPORT

9.B.2

AGENDA FOR: March 3, 2025

SUBJECT: Approval of Change Order No. 1 for the 2025 Sewer Lining Project, M-777 in the amount of $107,912.00

DEPARTMENT: Municipal Services

FROM: Kara Grisamer, City Engineer

SUMMARY: Attached is proposed Change Order No. 1 for the 2025 Sewer Lining Project, M-777 by D.V.M. Utilities, Inc of Sterling Heights, MI. This project includes sewer lining work throughout the city. Preliminary field work to prepare the sewers for lining has begun on this project. Change Order No. 1 includes additional sewer pipe lining and spot repair to the project. Approval of Change Order No. 1 will increase the contract to our FY 2024-25 budgeted amount for sewer repairs.

FINANCIAL STATEMENT:

Original Contract Amount:	$242,896.00
Change Order No. 1:	$107,912.00
New Contract Amount:	**$350,808.00**

RECOMMENDED ACTION: It is recommended that Change Order No. 1 for the 2025 Sewer Lining Project to D.V.M. Utilities, Inc. of Sterling Heights, MI be approved for the amount of $107,912.00. Funding is available in the Water and Sewer Fund (592-18-550-970) for this expenditure.

EXHIBITS:

1. Change Order No 1
2. Project Map with addition

CHANGE ORDER

PROJECT:	2025 Sewer Lining Project	***JOB NUMBER:***	M-777
OWNER:	City of Oak Park, Michigan	***CHANGE ORDER NO.:***	1
CONTRACTOR:	D.V.M Utilities, Inc. 6045 Sims Rd. Suite #2 Sterling Heights, MI 48313	***PAGE:***	1

TO THE CONTRACTOR:

You are hereby directed to comply with the changes/extras to the contract documents.

This change order reflects work completed or anticipated. Documentation supporting these changes is on file with the City Engineer.

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Total Amount
4	15" Sewer Pipe Lining	197	LFT	$64.00	883	0	$56,512.00
8	Reinstating Sewer Laterals Modified SP	73	EACH	$62.00	35	0	$2,170.00
13	27" Sewer Pipe Lining	0	LFT	$235.00	178	0	$41,830.00
14	4' Spot Liner (Cloverlawn)	0	LSUM	$7,400.00	1	0	$7,400.00
						TOTALS	**$107,912.00**

SUMMARY

Total Increase	$107,912.00
Total Decrease	$0.00
	$107,912.00

D.V.M Utilities, Inc.

Contract Amount	$242,896.00
Chanage Order No.1:	$107,912.00
New Contract Amount:	**$350,808.00**

Kara Grisamer P.E., City Engineer

City of Oak Park, Michigan

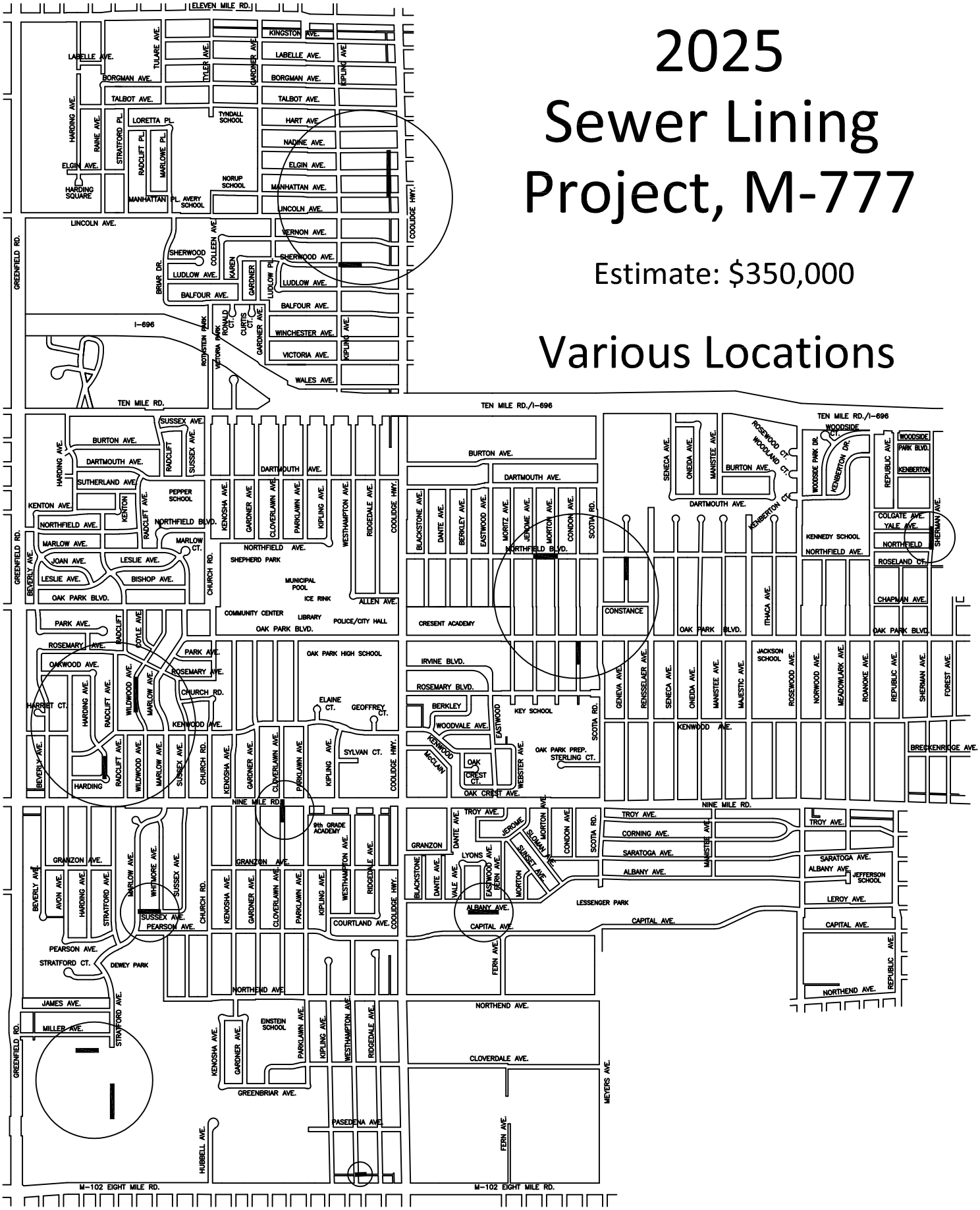
***Reviewed by and recommended for approval by City Council**

City of Oak Park

2025 Sewer Lining Project, M-777

Estimate: $350,000

Various Locations



CITY OF OAK PARK, MI
STAFF REPORT

9.C.1

AGENDA FOR: March 3, 2025

SUBJECT: Resolution to authorize Budget Amendment #2025-2 for period ending December 31, 2024

DEPARTMENT: Finance/Assessing

FROM: Josh Johnson, Deputy Finance Director

SUMMARY: The City's annual budget was adopted on May 20, 2024 and is effective July 1st. The budget is adopted at the departmental level. In accordance with the State Budget Act, budget amendments are to be completed throughout the fiscal year to reflect the most current information available related to revenue and expenditure budgets. Budget amendments that have a positive or negative impact on fund balance or change the department total require Council approval. The 2nd quarter (12/31/24) budget amendment for the General Fund is attached and summarized below:

GENERAL FUND	
Beginning Fund Balance July 1, 2024	$ 5,416,407
Amended Budget as of February 10, 2025	$ (840,983)
Net Change in Fund Balance (Amendment #2025-2)	$ 0
Estimated Ending Fund Balance June 30, 2025	$ 4,575,424

The proposed amendment has no net impact on fund balance and includes the following notable items:

- Increases in State of Michigan training grant revenues and increase in training expenditures to match.
- Increase in interest income per significant actual returns to date
- Increase in miscellaneous revenue for private grant for elections and related increase in expenditures.
- Increase in wages for several individual salary adjustments, increase for final payouts for individuals compensated absences upon separation from the City and for an unbudgeted position.
- Expenditure increase for street lighting expenditures running greater than estimated in the budget.

- Increase for self-insured healthcare costs running greater than estimated.

SPECIAL REVENUE FUNDS

- Increase in grant revenue for the library and related expenditures per library board recommendation.

CAPITAL PROJECT FUNDS

Note: The State of Michigan does not require budgets for any funds except the General and Special Revenue Funds. The City has chosen to be fiscally responsible and adopt budgets for all funds to assist in monitoring the overall financial activity of the City.

FINANCIAL STATEMENT: The proposed budget amendment has an impact on the fund balance of General Fund while keeping the estimated fund balance at approximately 17.6% of annual expenditures. The amendments to all other funds keep the fund balance at targeted ranges and are done in compliance with State of Michigan requirements and guidelines.

RECOMMENDED ACTION: Approval of resolution to authorize Budget Amendment #2025-2

EXHIBITS:

1. Budget Amendment Dec 31 24
2. Budget Amendment Dec 31 24 Con.

City of Oak Park
Proposed Budget Amendments
December 31, 2024

Account Number	Account Name	Amount	Description
	General Fund		
101-00.000-570.200	State Reimb Police Training	$ 115,000	Police Training Grant
101-00.000-664.000	Interest Income	210,600	Interest actual higher than budget
101-00.000-674.000	Miscellaneous Revenue	18,000	Grant Received from Responsive Government
	Total Revenue Increase (Decrease)	343,600	
101-11.172-702.000	Salaries & Wages	10,500	ACM comp absences payout from resignation
101-11.172-702.000	Salaries & Wages	32,300	CM salary adjustment and retention bonus
101-11.172-702.000	Salaries & Wages	8,500	R/GC salary adjustment
101-11.611-702.000	Salaries & Wages	45,000	Additional positon not included in PY budget
101-11.611-713.000	Health Insurance	15,000	Increase per activity to date and projections thru year-end
101-14-191-956.200	Miscellaneous- IFRG Grant	18,000	Grant received- see above for revenue
101-15.201-702.000	Salaries & Wages	6,800	Increase in salary for employee not budgeted
101-16.448-921.000	Utilities - Electric	45,000	Street lighting fees running higher than anticipated
101-17.345-960.000	Education & Training	115,000	Mandatory training for veteran and new recruits - see grant rev
101-17.345-960.000	Education & Training	22,500	Training software from Vector Solutions - not budgeted
101-22.806-702.000	Salaries & Wages	25,000	CD salary adjustment
	Total Expenditure Increase (Decrease)	343,600	
	Net Increase (Decrease) to Fund Balance	$ -	
	Library Fund		
111-00.000-573.000	State Grant	300	professional development grant
111-00.000-675.000	Donations	1,500	Donations received
111-00.000-675.000	Donations	3,000	Ken Sherman donation
	Total Revenue Increase (Decrease)	4,800	
111-20.790-726.150	Supplies-Donations	1,500	Increased by donation amount
111-20.790-726.150	Supplies-Donations	3,000	Donation to use for materials to enhance library
111-20.790-864.000	Conference & Workshops	300	Use of professional development grant
111-20.790.930.000	Maintenance and Repair	2,000	Pest Control/cleaning measures
	Total Expenditure Increase (Decrease)	6,800	
	Net Increase (Decrease) to Fund Balance	$ (2,000)	

Resolution

NOW, THEREFORE BE IT RESOLVED that the following
Budget Amendment #2025-2 is authorized:

	INCREASE (DECREASE)
GENERAL FUND	
REVENUES	
INTERGOVERNMENTAL	$ 115,000
INTEREST INCOME	210,600
OTHER REVENUE	18,000
TOTAL REVENUES	343,600
EXPENDITURES	
CITY MANAGER	51,300
COMMUNITY & ECONOMIC DEVELOPMENT	60,000
CITY CLERK - ELECTIONS	18,000
FINANCE	6,800
PUBLIC SAFETY	137,500
PUBLIC WORKS	45,000
PUBLIC INFORMATION	25,000
TOTAL EXPENDITURES	343,600
Net Increase to Fund Balance	$ -
LIBRARY FUND	
REVENUES	
INTERGOVERNMENTAL	$ 300
OTHER REVENUE	4,500
TOTAL REVENUES	4,800
EXPENDITURES	
CAPITAL OUTLAY	6,800
TOTAL EXPENDITURES	6,800
Net Increase to Fund Balance	$ (2,000)

I certify that the forgoing is a true and complete copy of a Resolution adopted by the City Council of the City of Oak Park at a regular Meeting held on this 3rd day of March, 2025.

_____

T. Edwin Norris, City Clerk

CITY OF OAK PARK, MI
STAFF REPORT

9.D.1

AGENDA FOR: March 3, 2025

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

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: The Public Works Department is requesting authorization to purchase the following vehicles from the State of Michigan (MiDeal) pre-bid contract. These vehicles are a much-needed addition to our fleet. If authorization for these purchases is approved, we can expect delivery of both vehicles by approx. August 2025. If we wait to order the second Tahoe after the start of the next FY, we could see up to an additional 4–5 month delay after ordering. Approving the advance purchase of a second vehicle would allow us to take delivery sooner as well as lock in the current pricing.

Vehicle:	Department:	Amount: (Pre-Bid Contract)	Account
2025 Chevrolet Tahoe	Public Safety	$53,719.00 (MiDeal Contract)	Motor Pool - Fund Balance: $38,000.00 654-18.875-970 General Fund - Fund Balance: $15,719.00 654-18.875-970
2025 Chevrolet Tahoe	Public Safety	$53,719.00 (MiDeal Contract)	Motor Pool: 654-18.875-970 Move forward from FY 2025-26

FINANCIAL STATEMENT: For the first vehicle, this is a replacement for a vehicle that was deemed a total loss in an accident. Funding is available in the Motor Pool - Fund Balance and the use of the General Fund - Fund Balance in FY 2024-25. The purchase of the second vehicle will require a budget amendment to move Motor Pool funding ahead from FY 2025-26 to the current FY budget.

RECOMMENDED ACTION: It is recommended to authorize use of the Motor Pool - Fund Balance and General Fund - Fund Balance in FY 2024-25 and to allow the Finance Department to perform a budget amendment to move for the Motor Pool funding ($80,400) in FY 2025-26 to FY 2024-25 for the purchase of a 2025 Chevrolet Tahoe. It is further recommended that City Council authorize the Public Works Department to participate in the State of Michigan (MiDeal) pre-bid contract for these vehicle purchases totaling $107,438.00.

EXHIBITS:

None

CITY OF OAK PARK, MI
STAFF REPORT

9.D.2

AGENDA FOR: March 3, 2025

SUBJECT: Request for additional professional services related to the Event Hub Construction Project from Neumann Smith Architectural for the total amount of $40,800.00.

DEPARTMENT: Department of Public Works

FROM: Dave DeCoster, DPW Director

SUMMARY: As a requirement of a $1,000,000 grant that was awarded from HUD, the city is required to make changes to some of the specifications with regard to the work at the Event Hub. This work includes a review of the materials and equipment from the Architect, Mechanical / Electrical / Plumbing (MEP) and Structural Engineers. In total, the contract is for an hourly not-to-exceed amount of $40,800.00. Neumann Smith Architectural's proposal falls under the professional services exception to the sealed bidding requirements, Sec. 2-379.

FINANCIAL STATEMENT: Funding for the professional service contract is available in the Recreation Improvement Fund (407-18.444-970).

RECOMMENDED ACTION: It is recommended that City Council award the professional services proposal to Neumann Smith Architectural for a total, not-to-exceed, amount of $40,800.00 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. Event Hub_Grant Proposal

NEUMANN/SMITH ARCHITECTURE
400 Galleria Officentre / Suite 555
Southfield, Michigan 48034
P 248.352.8310
1500 Woodward Avenue / Suite 300
Detroit, Michigan 48226
P 313.782.4800
neumannsmith.com

ADDITIONAL SERVICE REQUEST #2

Date February 20, 2025

To David DeCoster
Deputy City Manager/Director of Public Works
City of Oak Park
Department of Public Works
10600 Capital, Oak Park MI 48237

Project Name Oak Park Event Hub

Project Number 2023087

Instructions
This agreement is subject to and governed by all the terms and conditions of our agreement dated 03/01/2024 entered into by the undersigned unless modified in writing.

Scope of Work
Additional work associated with Construction Documents and project specifications conforming to Build America Buy America (BABA) as it relates to funding requirements the project. Neumann/Smith and their consultants shall revise contract documents as required to meet program requirements.

1. Review and revise Architectural drawings and specifications as required
2. Review and revise MEP systems design and specifications as required.
3. Review and revise Structural design to conform to BABA requirements.
4. Civil and Landscape design currently meets requirements of BABA

Additional Service Requested by
David DeCoster
Deputy City Manager/Director of Public Works

Estimated Hours/Fee
All services will be provided on a lump sum basis

1.	Architectural services	Estimated hours (100)	Lump sum	$16,500
2.	MEP Engineering services	Estimated hours (120)	Lump sum	$17,300
3.	Structural Engineering Services	Estimated hours (40)	Lump sum	$ 7,000

Remarks
Additional services will be provided expeditiously to help facilitate bid/award timeline. Neumann/Smith and our Consultants are prepared to begin immediately upon your authorization.

Neumann/Smith Authorization	Client Authorization
Signature	Signature
Gene Carroll, EVP	
Name	Name
02/25/2025	
Date	Date