# AGENDA
## REGULAR CITY COUNCIL MEETING
## 40TH CITY COUNCIL
## OAK PARK, MICHIGAN
## JULY 7, 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 June 16, 2025

   B. Payment of invoices from OHM Advisors for Engineering Consulting Services in the total amount of $18,444.00.

   C. Approval of Pay Application No.1 for the 2025 Northfield Reconstruction Project M-770 in the amount of $123,965.35.

   D. Arts and Cultural Diversity Commission Meeting Minutes for May 8, 2025

   E. Parks and Recreation Commission Meeting Minutes for April 16, 2025 and May 21, 2025

   F. Request to approve Payment Application No. 6 for the 2024 Block Pruning Project to Limb Walkers Tree & Snow, LLC of Kenockee, MI in the amount of $8,625.00.

   G. Payment request from Neumann Smith Architecture for Architectural Services on the Event Hub Project for the total amount of $10,530.00.

   H. Approval of Pay Application No. 1 and Change Order No. 2 to Luigi Ferdinandi and Son Cement Co. of Roseville, MI for the 2025 Catch Basin Line Replacement Project, M-779 in the amount of $257,651.94 and ($42,126.18) respectively.

   I. New and Renewal Licenses for July 7, 2025

6. **RECOGNITION OF VISITING ELECTED OFFICIALS**

7. **SPECIAL RECOGNITION/PRESENTATIONS**

   A. Special Retirement Recognition for Lieutenant Joseph Meier

8. **ORDINANCES**

   A. Second reading and adoption of an ordinance amending Sections 18-211, 18-215, and 18-231 of Chapter 18, Articles V AND VI, of the Code of Ordinances. (The amendments update compliance provisions to align with state law and the 2021 version of the International Property Maintenance Code that the City of Oak Park has adopted by reference.)

9. **CITY MANAGER**

   A. Municipal Services

      1. Resolution approving purchase of a tax foreclosed parcel at 10670 W. Nine Mile Road and to request a budget amendment in the Corridor Improvement Authority Budget.

      2. Approval of Pay Application No. 2 and Change Order No. 1 to Eminent Excavating Local LLC of Dearborn, MI for the 2025 Water Main Replacement Project, M-769, in the amount of $293,970.43 and $17,530.20 respectively.

   B. Department of Public Works

      1. Approval of Michigan Department of Natural Resources (DNR) - Urban and Community Forestry, Inflation Reduction Act Grant in the amount of $118,171.00.

      2. Award Albaugh Masonry the contract for the 2025 Event Hub Project in the total amount of $600,800.00.

      3. Request from Limb Walkers Tree & Snow of Kenockee, MI for a contract extension of the 2024 Block Pruning Contract.

   C. Elevate Oak Park

      1. Community Pool Update

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**
**JUNE 16, 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

**ABSENT:** Council Member Edgar

**OTHERS PRESENT:** City Manager Tungate, Deputy City Clerk Williams-Elliott, City Attorney Krause

## 4. APPROVAL OF AGENDA

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

1. Add Item #5.F - Payment application for the Eight-Mile Booster Station

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

## 5. CONSENT AGENDA

Motion by Radner, 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 June 4, 2025
**CM-06-190-2025**

B. Payment request from Neumann Smith Architecture for Architectural Services on the Event Hub Project for the total amount of $10,419.27
**CM-06-191-2025**

C. Public Safety Activity Summary Report for May 2025
**CM-06-192-2025**

D. Approval of Pay Application No. 1 for the 2025 Water Main Replacement Project M-769 in the amount of $568,001.12.
**CM-06-193-2025**

E. New and Renewal Licenses June 16, 2025
**CM-06-194-2025**

F. Request to approve Payment Application No. 7 for the Eight Mile Booster Station Rehabilitation Project, M-732, to CSM Mechanical of Milford, MI in the amount of $310,065.56
**CM-06-195-2025**

## 6. RECOGNITION OF VISITING ELECTED OFFICIALS

A. Oakland County Commissioner Yolanda Smith Charles

Commissioner Charles presented an award to Oak Park resident Leslye Harelik-Richie.

## 7. ACCOUNTING REPORTS

A. Approval for payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of $14,659.48
**CM-06-196-2025**

Motion by Radner, seconded by Whitehead, CARRIED, to approve payment of invoices submitted by Garan, Lucow, Miller, PC for legal services in the amount of $14,659.48.

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

B. Approval for payment of an invoice submitted by Shifman Fournier for legal services' retainer for July 1, 2025 – September 30, 2025 in the total amount of $20,000.00.

**CM-06-197-2025**

Motion by Radner, seconded by Crawford, CARRIED, to approve payment of an invoice submitted by Shifman Fournier for legal services' retainer for July 1, 2025 – September 30, 2025 in the total amount of $20,000.00.

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

## 8. ORDINANCES

A. First reading of an ordinance amending Sections 18-211, 18-215, and 18-231 of Chapter 18, Articles V AND VI, of the Code of Ordinances. (The amendments update compliance provisions to align with state law and the 2021 version of the International Property Maintenance Code that the City of Oak Park has adopted by reference.)
**CM-06-198-2025**

Motion by Radner, seconded by Whitehead, CARRIED, to approve the first reading of an ordinance amending Sections 18-211, 18-215, and 18-231 of Chapter 18, Articles V AND VI, of the Code of Ordinances. (The amendments update compliance provisions to align with state law and the 2021 version of the International Property Maintenance Code that the City of Oak Park has adopted by reference.).

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

**9. CITY MANAGER**

A. Municipal Services

1. Approval of Pay Application No. 2 and Change Order No. 2 to DVM Utilities of Sterling Heights, MI for the 2025 Sewer Lining Project, M-777 in the amount of $168,905.40 and ($5,591.00) respectively.
**CM-06-199-2025**

Motion by Whitehead, seconded by Radner, CARRIED, to approve Payment Application No. 2 and Change Order No. 2 to DVM Utilities of Sterling Heights, MI for the 2025 Sewer Lining Project, M-777 in the amount of $168,905.40 and ($5,591.00) respectively.

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

Pay Application No. 2 and Change Order No. 2 for the 2025 Sewer Lining Project, M-777 by D.V.M. Utilities, Inc. of Sterling Heights, MI were reviewed. The project includes sewer lining work throughout the city. The project is 100% complete.

2. Request for approval of Pay Application No. 2 and Change Order No. 2 for the 2025 Joint and Crack Sealing Project, M-780 by Scodeller Construction Inc. of Wixom, MI for the amounts of $47,563.63 and ($37,698.21).
**CM-06-200-2025**

Motion by Crawford, seconded by Whitehead, CARRIED, to approve Pay Application No. 2 and Change Order No. 2 for the 2025 Joint and Crack Sealing Project, M-780 by Scodeller Construction Inc. of Wixom, MI for the amounts of $47,563.63 and ($37,698.21).

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

Pay Application No. 2 and Change Order No. 2 in the amounts of $47,563.63 and ($37,968.21) for the 2025 Joint and Crack Sealing Project, M-780 by Scodeller Construction Inc. of Wixom, MI, were reviewed. The project includes routing and sealing joints and cracks on selected streets in specific areas of the city. The change order is to cover the increased weight of the rubber joint sealer used as well as balancing of the contract pay items. The project is 100% complete.

B. Finance/Assessing

1. Resolution authorizing the FY 2025-26 debt levy for the GOUT Bonds, Series 2025
**CM-06-201-2025**

Motion by Radner, seconded by Whitehead, CARRIED, to approve the following resolution authorizing the FY 2025-26 debt levy for the GOUT Bonds, Series 2025:

CITY OF OAK PARK
OAKLAND COUNTY, MICHIGAN

RESOLUTION TO AUTHORIZE THE FISCAL YEAR 2025-26
DEBT LEVY FOR THE GOUT BONDS, SERIES 2025

WHEREAS, the City Council held a public hearing on May 19, 2025 and approved the 2025 millage rates to be levied by the City and the City's 2025-2026 budget; and

WHEREAS, at the election held on Tuesday, November 7, 2023, the City's voters authorized the City's issuance of general obligation unlimited tax bonds to finance the City's community center project; and ; and

WHEREAS, the City Council adopted a bond authorizing resolution on March 17, 2025 (the "Bond Resolution") authorizing the issuance of the City's General Obligation Unlimited Tax Bonds, Series 2025 (the "Bonds"); and

WHEREAS, pursuant to the Bond Resolution, the City has pledged its unlimited tax, full faith and credit, general obligation for the payment of principal of and interest on the Bonds when due; and

WHEREAS, the Bonds are expected to be issued on June 26, 2025 and will bear interest payable semiannually on May 1 and November 1, commencing November 1, 2025, to the Bondholders of record as of the applicable record dates stated in the Bonds; and

WHEREAS, the City is obligated pursuant to state law to levy taxes upon all taxable property located within the corporate boundaries of the City, without limitation as to rate or amount, sufficient to pay the principal of and interest on the Bonds when due; and

WHEREAS, the City desires to modify the millage rate to be levied on July 1, 2025 for debt retirement to provide for funds to pay the principal of and interest on the Bonds coming due in the City's 2025-2026 fiscal year as required by state law.

NOW THEREFORE BE IT RESOLVED that the tax rate of $2.9049 per $1,000 of taxable valuation for debt retirement approved by the City Council on May 19, 2025 shall be increased by $2.1828 per $1,000 of taxable valuation for debt retirement to provide for funds to pay the principal of and interest on the Bonds coming due in the City's 2025-2026 fiscal year as required by state law for a total debt retirement tax rate of $5.0877 per $1,000 of taxable valuation.

BE IT FURTHER RESOLVED, that this levy is being placed on a diversified tax base that has increased slightly as anticipated in the financial plan.

BE IT FURTHER RESOLVED, that conforming changes to the City's total tax rate shall be made in accordance with this resolution.

BE IT FURTHER RESOLVED, that the proper officials and officers of the City shall take such actions as are necessary to include the approved and modified tax rates in the City's July 1, 2025 tax levy.

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

2. Resolution to authorize Budget Amendment #2025-4 for period ending June 30, 2025
   **CM-06-202-2025**

Motion by Crawford, seconded by Whitehead, CARRIED, to approve a resolution authorizing Budget Amendment #2025-4 for the period ending June 30, 2025.

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

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 in order 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 original budget adopted by the mayor and council had a net-zero impact on fund balance. During the first nine months, budget amendments totaling $855,627 were adopted, reducing the fund balance. The details of the amendments to date include the following:

- Roll over amendments of items budgeted in FY 23/24 that will be paid in FY 24/25 $526,330 (net-zero impact between the two fiscal years).
- Fence restoration (M-776) expenditure of $35,830
- Demolition expenditures for 13200 Oak Park Blvd of $140,300
- Public Safety Department camera upgrades expenditures of $138,523
- New police drone $14,644

The fourth quarter (6/30/2025) budget amendment for the General Fund is attached and is summarized below.

| **GENERAL FUND** | |
|---|---|
| Beginning Fund Balance July 1, 2024 | $ 5,416,407 |
| Amended Budget as of June 10, 2025 | $ (855,627) |
| Net Change in Fund Balance (Amendment #2025-4) | $ 0 |
| Estimated Ending Fund Balance June 30, 2025 | $ 4,560,780 |

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

- Increases in licenses and permits are to adjust for actual results better than anticipated.
- Increase in grant revenue for one-time public safety training.
- Increase for new county park grant.
- Increase for more interest income than anticipated due to high interest rates.
- Expenditure increase for various expenditure accounts over budget, increased in pension contributions along with increase in healthcare costs.

**SPECIAL REVENUE FUNDS**

- Increase in various grant and revenue accounts with adjustments to various expenditure accounts to ensure the City remains compliant with the Budget Act.

**DEBT SERVICE AND CAPITAL PROJECT FUNDS**

- Increase in various revenue accounts with adjustments to various expenditure accounts to ensure the City remains compliant with the Budget Act.
- Moving the balance of the HUB construction funds from the Parks and Rec Improvement Fund to a new fund.
- Recording the proceeds from the community center bonds issued in the new Community Center Construction Fund.

C. Public Safety

1. Request to approve Traffic Control Order 160 Sec 1.39 as recommended by the Engineering Department to temporarily cover the “No Parking Signs” on Kingston near the 11-Mile construction project from June through September.
**CM-06-203-2025**

Motion by Whitehead, seconded by Radner, CARRIED, to approve Traffic Control Order 160 Sec 1.39 as recommended by the Engineering Department to temporarily cover the “No Parking Signs” on Kingston near the 11-Mile construction project from June through September.

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

The Engineering Department has requested that the “No Parking Signs” on Kingston near the 11-Mile construction project be temporarily covered during the duration of the project. The project is scheduled to take place from mid-June thru September. The No Parking signs to be covered are located on the north side of Kingston between Tulare and Gardner. This area covers two blocks where the parking lots will be reconstructed.

**10. CALL TO THE AUDIENCE**

1. Ken Sherman, 23840 Sherman, spoke to his displeasure in the continued costs associated with the emergency repairs to the city pool.

## 11. CALL TO THE COUNCIL

## 12. ADJOURNMENT

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 7:37 PM.

T. Edwin Norris, City Clerk

# CITY OF OAK PARK, MI
# STAFF REPORT

# 5.B

**AGENDA FOR:** July 7, 2025

**SUBJECT:** Payment of invoices from OHM Advisors for Engineering Consulting Services in the total amount of $18,444.00.

**DEPARTMENT:** Municipal Services

**FROM:** Daniel Fairless, Deputy Director of Municipal Services

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

**FINANCIAL STATEMENT:**

| Project | This Period | Prior Billings | To Date | Current Contract | Account Number |
|---|---|---|---|---|---|
| Water GIS Support | $0.00 | $9,898.25 | $9,898.25 | $11,500.00 | 66%<br>592-18.538-801<br>34%<br>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 | $4,998.25 | $4,998.25 | $5,000.00 | 202-18.479-801 |
| 9-Mile and Coolidge Intersection | $12,300.00 | $8,700.00 | $21,000.00 | $65,000.00 | 251-00.000-818 |
| Active Project GIS Application Development | $6,144.00 | $0.00 | $6,144.00 | $6,500.00 | 33% each<br>202-18.479-801<br>203-18.479-801<br>592-18.538-801 |
| Totals | $18,444.00 | $25,824.75 | $44,268.75 | $90,500.00 | |

**RECOMMENDED ACTION:** It is recommended that the invoices from OHM Advisors for the above-listed projects be approved for the total amount of $18,444.00.  Funding is available in the above-listed accounts.

**EXHIBITS:**

1. OHM 9-Mile Coolidge Intersection Study-June 2025
2. OHM GIS Application Development-June 2025

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

OHM Advancing Communities®

# INVOICE

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

Invoice Date: 06/10/2025
Invoice #: 89389
Project: 0037250010

**Project Name:** Nine Mile - Coolidge Intersection Study

**For Professional Services Rendered Through: May 31, 2025**

## Fee Services

| | Contract Amount | Percent Complete | Fee Earned | Prior Billings | Current Billings |
|---|---|---|---|---|---|
| 1 - Project Kick Off | $1,000.00 | 100.00% | $1,000.00 | $1,000.00 | $0.00 |
| 2 - Discovery | $22,000.00 | 80.00% | $17,600.00 | $7,700.00 | $9,900.00 |
| 3 - Intersection Alternatives | $24,000.00 | 10.00% | $2,400.00 | $0.00 | $2,400.00 |
| 4 - Final Study Report | $18,000.00 | 0.00% | $0.00 | $0.00 | $0.00 |
| | $65,000.00 | | $21,000.00 | $8,700.00 | $12,300.00 |

**Invoice Total** **$12,300.00**

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

OHM Advancing Communities®

# INVOICE

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

| | |
|---|---|
| Invoice Date: | 06/10/2025 |
| Invoice #: | 89390 |
| Project: | 0037250030 |

**Project Name:** Oak Park - Active Project GIS Application Development

**For Professional Services Rendered Through: May 31, 2025**

## Professional Services

| *Description* | | *Fee* | *Prior Billed* | *Total Available* | *Current Billing* |
|---|---|---|---|---|---|
| Professional Fees | | $6,500.00 | $0.00 | $6,500.00 | $6,144.00 |
| | **Totals** | **$6,500.00** | **$0.00** | **$6,500.00** | **$6,144.00** |

**Invoice Total** **$6,144.00**

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

OHM Advancing Communities®

# INVOICE

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

Invoice Date: 06/10/2025
Invoice #: 89390
Project: 0037250030

**Project Name:** Oak Park - Active Project GIS Application Development

**Professional Fees**

*Professional Services*

| | ***Hours*** | ***Rate*** | ***Amount*** |
|---|---|---|---|
| Design Technician I | 28.50 | 110.00 | $3,135.00 |
| Design Technician III | 8.50 | 145.00 | $1,232.50 |
| Design Technician IV | 5.50 | 163.00 | $896.50 |
| Project Specialist IV | 4.00 | 220.00 | $880.00 |
| **Professional Services Subtotal** | **46.50** | | **$6,144.00** |
| **Professional Fees Total:** | **46.50** | | **$6,144.00** |
| **Total Backup:** | **46.50** | | **$6,144.00** |

# CITY OF OAK PARK, MI
# STAFF REPORT

# 5.C

**AGENDA FOR:** July 7, 2025

**SUBJECT:** Approval of Pay Application No.1 for the 2025 Northfield Reconstruction Project M-770 in the amount of $123,965.35.

**DEPARTMENT:** Municipal Services

**FROM:** Daniel Fairless, Deputy Director of Municipal Services

**SUMMARY:** Approval of Pay Application No.1 for the 2025 Northfield Reconstruction Project, M-770 by A&G Construction and Remodeling of Detroit, MI. This project includes new storm sewers and concrete roadway on Northfield, between Seneca and Rosewood. This project is now approximately 15% complete.

**FINANCIAL STATEMENT:**

| | |
|---|---|
| Original Contract Amount: | $979,679.75 |
| Total Earnings To Date: | $137,739.28 |
| Less Retainage: | $13,773.93 |
| Net Earned: | $123,965.35 |
| Deductions: | $0.00 |
| Balance: | $123,965.35 |
| Payments To Date: | $0.00 |
| **Amount Due to A&G Construction:** | **$123,965.35** |

**RECOMMENDED ACTION:** It is recommended that Pay Application No.1 for the 2025 Northfield Reconstruction Project, M-770, to A&G Construction and Remodeling of Detroit, MI be approved for the amount of $123,965.35. Funding is available in the Local Streets Fund (203-18.479-970) for this expenditure.

**EXHIBITS:**

1. Pay Application No. 1
2. Northfield Budget Map

**PAYMENT APPLICATION**

**PROJECT:** 2025 NORTHFIELD RECONSTRUCTION PROJECT — **JOB NUMBER:** M-770

**OWNER:** CITY OF OAK PARK, MICHIGAN — **APPLICATION NO.:** 1

**CONTRACTOR:** A&G CONSTRUCTION AND REMODELING — **PERIOD ENDING:** 6/27/2025
1938 CAMPBELL STREET
DETROIT, MI 48209

| ITEM | DESCRIPTION | ORIGINAL BID QUANTITY | UNIT | UNIT PRICE | PERIOD QUANTITY | PERIOD AMOUNT | QUANTITY TO DATE | AMOUNT TO DATE |
|---|---|---|---|---|---|---|---|---|
| 1 | Mobilization, Max 5% | 1 | LSUM | $25,000.00 | 1.00 | $25,000.00 | 1.00 | $25,000.00 |
| 2 | Minor Traffic Device, Modified SP | 1 | LSUM | $6,405.00 | 1.00 | $6,405.00 | 1.00 | $6,405.00 |
| 3 | Project Cleanup | 1 | LSUM | $2,500.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 4 | Pavement Removal, Modified SP | 7,228 | SYD | $8.00 | 6,156.91 | $49,255.28 | 6,156.91 | $49,255.28 |
| 5 | Earth Excavation | 100 | CYD | $25.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 6 | Subgrade Undercut | 460 | CYD | $55.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 7 | Aggregate Base Under Concrete (6" 21AA Crush Limestone) | 6,485 | SYD | $10.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 8 | Underdrain Subgrade, Open Graded 6" | 3,454 | LFT | $14.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 9 | Maintenance Gravel, Modified SP | 1,000 | TON | $28.00 | 146.35 | $4,097.80 | 146.35 | $4,097.80 |
| 10 | Conc. Pavement, With Integral Curb Non-Reinf. 7 inch., Modified SP | 6,485 | SYD | $65.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 11 | Conc. Pavement, 24" Curb and Gutter Section Non-Reinf. 7 inch., Modified SP | 10 | LFT | $28.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 12 | Sidewalk Conc.- NonReinf. Modified SP 4" Concrete sidewalk | 2,046 | SFT | $5.75 | 0.00 | $0.00 | 0.00 | $0.00 |
| 13 | Sidewalk Conc.- NonReinf. Modified SP 6" Conc. Sidewalk/DR. Approach | 4,643 | SFT | $6.75 | 0.00 | $0.00 | 0.00 | $0.00 |
| 14 | Cast in Place Detectable, Tactile Warning Surfaces 5X2 | 360 | SFT | $15.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 15 | Sidewalk Curb Wall | 500 | LFT | $28.50 | 0.00 | $0.00 | 0.00 | $0.00 |
| 16 | Station Grading, Modified SP | 16.10 | STA | $2,200.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 17 | Class A Sodding, Modified SP | 2,530 | SYD | $12.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 18 | Drainage Structure Removal | 16 | EA | $750.00 | 6.00 | $4,500.00 | 6.00 | $4,500.00 |
| 19 | 24" Drainage Structure Inlet | 6 | EA | $2,500.00 | 3.00 | $7,500.00 | 3.00 | $7,500.00 |
| 20 | 48" Drainage Structure | 10 | EA | $3,500.00 | 3.00 | $10,500.00 | 3.00 | $10,500.00 |
| 21 | Drainage Structure Adjust | 8 | EA | $700.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 22 | Sewer Trap, 12" and Under | 10 | EA | $850.00 | 3.00 | $2,550.00 | 3.00 | $2,550.00 |
| 23 | Sewer Pipe Remove, 12" and Under | 440 | LFT | $25.00 | 152.08 | $3,802.00 | 152.08 | $3,802.00 |
| 24 | Sewer 12" Reinf-Concrete Pipe | 440 | LFT | $115.00 | 152.08 | $17,489.20 | 152.08 | $17,489.20 |
| 25 | Sanitary Manhole 1040A frame and cover | 9 | EA | $800.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 26 | Catch Basin 5080M3 6 hole frame & cover | 15 | EA | $800.00 | 6.00 | $4,800.00 | 6.00 | $4,800.00 |
| 27 | Crossing Existing Watermains, Sewer, and Sewer Leads | 5 | EA | $1.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 28 | Erosion Control, Inlet Protection, Fabric Drop, Modified SP | 26 | EA | $80.00 | 23.00 | $1,840.00 | 23.00 | $1,840.00 |
| 29 | Salvage Sign, Modified SP | 16 | EA | $195.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 30 | Unidentified Irrigation System Repairs - Spinkler lines | 500 | LFT | $8.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 31 | Unidentified Irrigation System Repairs - Sprinkler Heads | 50 | EA | $50.00 | 0.00 | $0.00 | 0.00 | $0.00 |

**Period Total Amount:** $137,739.28 — **Amount to Date:** $137,739.28

**Original Contract Amount:** $979,679.75

| | |
|---|---|
| Earnings This Period: | $137,739.28 |
| Total Earnings to Date: | $137,739.28 |
| Less Retainage: | $13,773.93 |
| Net Earned: | $123,965.35 |
| Deductions: | $0.00 |
| Balance: | $123,965.35 |
| Payments to Date: | $0.00 |

**AMOUNT DUE A&G CONSTRUCTION AND REMODELING:** $123,965.35

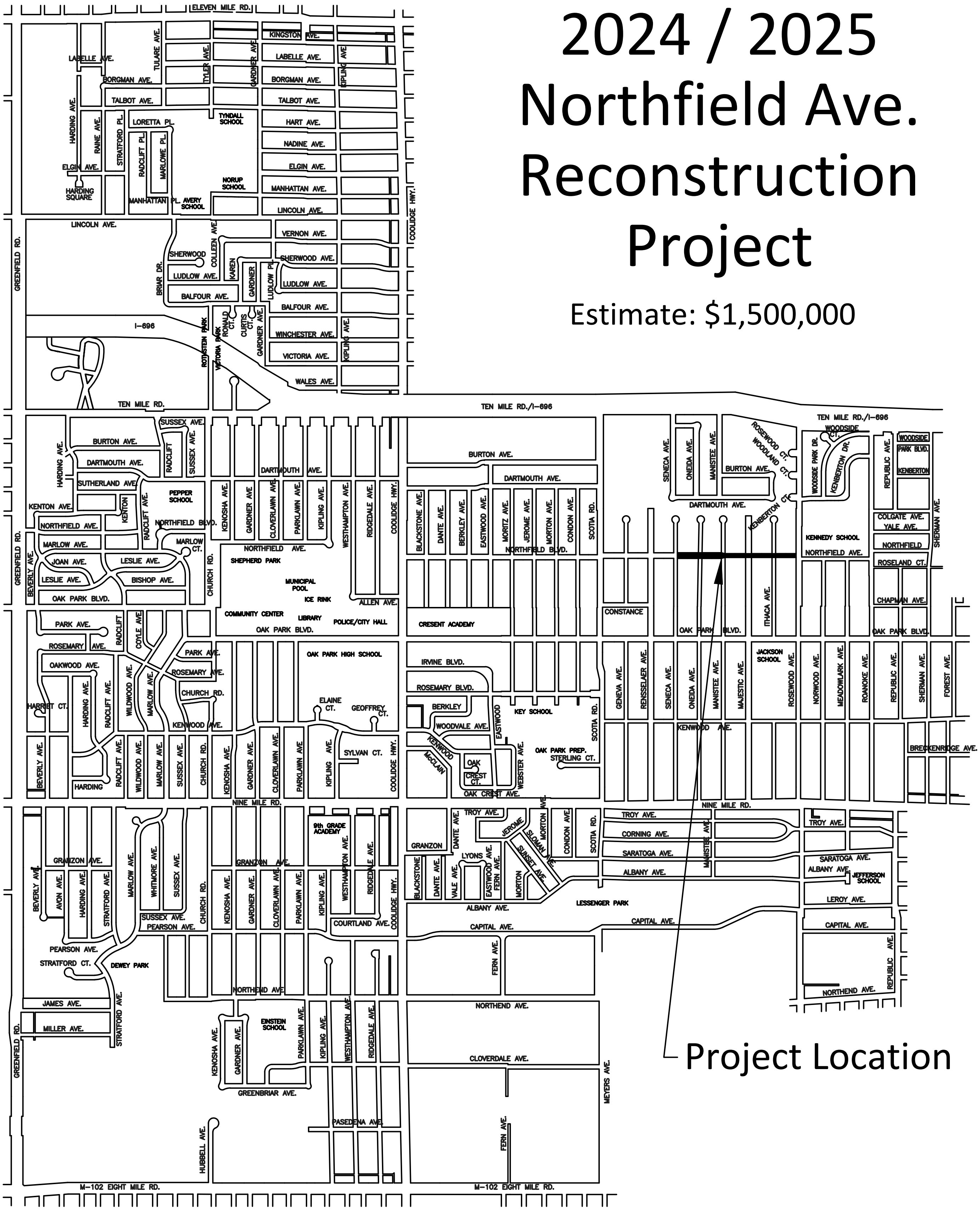
Accepted By: Milton Garcia
Milton Garcia (Jul 1, 2025 12:32 EDT)
A&G Construction and Remodeling
Date: 07/01/2025

Approved By: Kimberly Marrone
Kimberly Marrone, Director of Municipal Services
City of Oak Park, Michigan
Date: 7/1/2025

# City of Oak Park

## 2024 / 2025 Northfield Ave. Reconstruction Project

Estimate: $1,500,000



**ACDC Meeting Minutes**
**May 8, 2025**

Sarah Davison

Dawn Henry

Rosetta Kincaid

Terri McQueen

Florence Piernas

Kelly Porter

Michele Stevenson

Lonnie Tabb-Upshaw

Carla Wallace

Donny Wilson

# Discussion Old/New business

## Art Gallery

**Update from City Liaison:**

- **Brittany presented the "Public Art Exhibition Application Guidelines", for proposed exhibitors. QR code update.**
- **Photographer Ron Warren fee is $400,**
- **Paul Kleiner artwork presently in Gallery.**

## Film Festival – Donny

- 14 films are on Film freeway. It is suggested that the ACDC Committee review films prior to festival.
- Kickoff is Friday, Sept 6th , 9am to 5pm. Red Carpet and cocktails.
- The festival will run for 3 days.
- Festival will be held at Kyle's "Dog & Pony" show.
- Fire pits requested

## Juneteenth – Updates provides by Carla & Lonnie

- **Scholarship committee meeting 5/21. Seventeen students have applied for the scholarship.**
- **Commissioner Volunteers are needed. Sign-up sheet is available. Florence Piernas will be out of the country during celebration.**
- **Add ACDC activities/events to the spread sheet for 2026 Calendar.**

## World Dance Day Comments

- It was a good crowd
- Carla did a good job as MC over program.
- Also, good turn out by the Commissioners
- Suggested menu Next time, veg tray & pin wheel sandwiches
- Make sure everyone waits until clean-up before leaving.
- Balloons were not impressive as they were not placed in more visual places. Next time more outside signage is needed.
- It was suggested that “Lots of things were going on the same day that covered the balloons””

## Family Fun Day June 7, 1-4pm

- The following ACDC Commissioners have Volunteered for Fun Day: Terry, Carla, Dawn, Michele
- Activities TBD includes face painting table.
- Event highlighted in May- July Oak Park Program Guide.

## Pool Parties – Dawn Henry

- Dawn revised her original suggestion from 3 pool parties to one.
- She will have a follow up meeting with Parks & Rec 7/20 or 6/28
- The Park & Rec dept runs the pool and charge a rental fee. They are in the planning stage of “End –of season” event in July or August. More detail to come.
- Adult pool party? Budget?

.

## Board of Commission Refresh

- Carla motioned that Avi Sneider be removed from the ACDC board. As he is not in compliance with the attendance policy.
- Brittney explained “... to remove a commissioner board member from office, they must have acquired 3 or more unapproved absences.

- ACDC Commission elected Florence M Piernas, as Committee Secretary

**Next Meeting June 12, 2025**

Meeting Adjourn at 8:25pm

**CITY OF OAK PARK**

**PARKS AND RECREATION COMMISSION**
**REGULAR MEETING: April 16, 2025**

I. Meeting called to order by at: 6:30 pm By: Juanita Bell, Chair

II. Introductions:
Members Present: Juanita Bell, Ajai Tice, Mickey Alderman, Carian Taylor, Theresa Lorick – Henderson, Alexander Simpson

Members Absent: Beverly Wiggins, John Stuyvenberg, Carly Silverman,

City Council Members Present: Mayor Pro Tem Whitehead

Staff Members Present: Maralee Rosemond, Recreation Coordinator

Guests Present: None

III. Approval of Agenda for **April 16, 2025**

Motion: Mickey Alderman Seconded: Alexander Simpson Approved: X

IV. Approval of Minutes of Parks and Recreation Commission Meeting of **March 19, 2025.**

Motioned by: Mickey Alderman
Seconded by: Theresa Lorick- Henderson Approved: X

V. Council Comments

No Comments

VI. Recreation Updates:

Hiring for seasonal staff is still ongoing. Jes was able to fill one of the pool assistant manager positions and hire more lifeguards and pool cashiers. We still need 1 pool assistant manager, 4 pool cashiers, 8 lifeguards and 2 fields supervisors.

The pool is tentatively set to be de-winterized the first week of May. This will provide Jes and the maintenance staff time to address any needs prior to opening on Memorial Day Weekend. The pool's first day will be Saturday May 24 from 1-6 pm. Jes is working to have a giveaway to commemorate the first day of the last season. Pool rentals and swim lesson registrations begin May 5, 2025.

Camp information has been made available to the public on our website. We will have 8 full weeks of camp this year along with 2 limited weeks at the end of the summer. Registration for residents begins on April 14 and for nonresidents April 28.

Jes is also planning on 4 more events; the Mother Son Dance in early May, the Independence Day Parade on the 4th of July, the Last Dip event September 6 to send our outdoor pool off with a splash, and a collaborative event with Oakland County Parks and Recreation, Find Your Fit, on September 14.

Explore Nine Mile Park Bingo! - Sunday, April 27 from 1-3pm - Explore Nine Mile Linear Park! Spend your afternoon completing a FREE Bingo scavenger hunt exploring features of the award winning Nine Mile Linear Park. Share your photos to Facebook using the tag, #ExploreNineMilePark. Use your custom bingo sheet to guide you through the linear park. Complete a bingo for a prize, or blackout your card to enter in a raffle for a grand prize! Engage in the fun, interactive features of the newly designed park!

Erin will be attending a Marketing Summit in May with mParks to enhance marketing strategies, build connections, and gain insight from industry experts.

**Senior trips:** The senior trips to Meadowbrook, the Outdoor Adventure Center and Bianco day trips continue to sell out as quickly as we put the flyers out. The seniors love the presentations at the Outdoor Adventure Center and find that going out to lunch afterward very relaxing and fun.

**Market "Sneak Peek" event**. Mark your calendar for Sunday May 18 from 1- 4 . We will be holding a special "Sneak Peek" of the market here in the community center. Many of our farm vendors will be on site with their products to sell. In addition, we will have several sponsors here such as MSUE, National Kidney Foundation, and master Chef from Dorsey Culinary school on hand for cooking demonstrations. We will be signing people up for the popular Power of Produce program as well as introducing our newest program our community quilt: Oak Park; Rooted in Community.
Volunteers are needed to assist with a simple make and take craft for the children in attendance. If you have 2-3 hours to volunteer for this fun activity, please contact Maralee or Ern at the rec office.

**Oak Park: Rooted In Community Quilt.** The newest program for the market and the community. The community quilt is a cross-generational project. It welcomes kids from 4-99 to participate. The goal is to make 5 quilts for display in the Oak Park Community Center and possibly City Hall.
The squares will be colored in by children, seniors, vendors, city staff and more! Once all 480 squares are completed, Amy Lumly, an Oak Park resident and master quilter, will piece them all together.

We encourage every commissioner to please either stop by on May 18, or at the market on the following market days: June 26 – July 24.

**Senior Juke Box Bingo Events**: New to the special offerings is Juke Box Bingo. This musically driven form of Bingo is sure to be a hit! Dates: May 21, 12pm – 1:30pm (light refreshments) $5/person
**Ukrainian Egg Class:** Jennifer Szyone and Trevor West, Oak Park residents offered a traditional Ukrainian egg decorating class that was thoroughly enjoyed by all that attended. So much so, they asked to have a repeat class all throughout the year! Please see the flyer for examples of the work that was done.

VII. Old Business – Commission

**Dog Park** - Dog Park: Current numbers for park: 49 humans, 58 dogs Oak Park: 36 Huntington Woods: 6 Ferndale: 4 Southfield: 2 Berkley: 1
"Sunday Social" at Oak Park & Bark was unfortunately cancelled due to lack of registrations and poor weather. Hopefully we will be able to host a doggy play date in summer when the weather is better. Also, new members will be able to try the dog park at Dog Day Afternoon on Sunday, July 20, from 12-3pm.

**4th of July Parade Info** – confirming plans to participate in the parade. Car magnets are ordered

VIII New Business – Commission

No New Business

IX Announcements

a. Maralee will be visiting her new granddaughter – Hazel
b. World Dance Day on April 27th at the Community Center from 4 – 6 pm

X Meeting adjourned at: 7:07 pm

Motioned by: Ajai Tice Seconded by: Carian Taylor

Motion passed: X

Respectfully submitted,

Theresa Lorick-Henderson and Ajai Tice

Recording Secretary's for the meeting

**CITY OF OAK PARK**

**PARKS AND RECREATION COMMISSION**
**REGULAR MEETING: <u>May 21, 2025</u>**

I. Meeting called to order by at: 6:30 pm By: Juanita Bell, Chair

II. Introductions:
Members Present: Juanita Bell, Beverly Wiggins, Mickey Alderman, John Stuyvenberg, Carly Silverman, and Carian Taylor

Members Absent: Ajai Tice, Alexander Simpson, and Theresa Lorick-Henderson

City Council Members Present: Mayor Pro Tem Whitehead

Staff Members Present: Laurie Stasiak, Recreation Director

Guests Present: None

III. Approval of Agenda for **<u>May 21, 2025</u>**

Motion: Mickey Alderman Seconded: John Stuyvenberg
Approved: X

IV. Approval of Minutes of Parks and Recreation Commission Meeting of **<u>April 16, 2025.</u>**

Motioned by: Carly Silverman
Seconded by: Beverly Wiggins Approved: X

V. Council Comments:
Approved City Budget at the City Council meeting on May 19. Department Budget sessions went well; the city is in a good place. Recreation funds for Recreation

VI. Recreation Updates:

**Explore Nine Mile Park Bingo!** - This pop-up event was a bunch of fun! With an appearance from Oakie, the attendees got to experience the linear park and pocket parks travelling through a park of fun. This event also gave us more traction on the Yalp interactive play arch. We went from 0 hours of play time in March, to 13 hours of play time in April.
**Family Fun Fest –** Erin is assisting Michelle Bishop in the Corridor Improvement authority for the "Family Fun Fest" event on Saturday, June 7. Erin is hosting a bingo portion of the event to help guide guests to all the fun attractions happening on Nine Mile at this event.
**Farmers Market –** The Farmers Market kick-off event went EXTREMELY well!! Erin & Maralee are both very happy to see how this event went. With over 500 attendees, we are now completely FULL for the children's Power of Produce program, hosting 70 children, and we are FULL for the senior program, hosting 50 seniors, with a waitlist.

**Senior Trips:**
Outdoor Adventure Center continues to be a popular event for seniors as it sells out within days of posting. Seniors look forward to having lunch at various restaurants in the Metro Detroit area as well. MeadowBrook Theater trips will end in June with Shear Madness. The seniors have already looked ahead to the 2025-2026 season and are asking if they can sign up now.
**Jukebox Bingo:** May 21 will see the first Jukebox Bingo. This is a fun twist, with music titles in the squares and snippets of music played to see if they know the song, and if they know the song, and if they have it on their sheet. More to report in June!
**Informational Seminar:** Frauds and Scams: This has reached capacity. This is sponsored by Michigan Schools and Government Credit Union. Information and lunch will be provided to the 35 seniors in attendance.
**Sneak Peek at the Market:** The May 18 event was a huge success with well over 500+ people in attendance. There were many new faces! Dorsey Culinary College was on hand for a fabulous cooking demo. We ran out of space and chairs for people! 250 samples were distributed. Most of our regular vendors were on hand, 2 were unable to make it due to work commitments. We have added 5 new vendors to the market family this summer.
**Farmers Market:** Thursdays, June 26 – October 9, from 9 am – 2 pm
The Market will host three Artisans Days where we will have an additional 16 artists attend the market. The Power of Produce program is at capacity, and the Senior track has a waiting list. 70 children and 50 seniors are currently enrolled. The theme this year is gardening. Each family and senior received a garden bag to take home. Orders were taken for their herbs or veggie plants, when they will pick them up on June 26. Homework or "Market Missions" will begin July 10

The Mother Son dance went well. We had 80 participants in total. The participants had a wonderful time and were able to enjoy their time together. Thank you to all the staff and volunteers who helped make this event a success.

Youth soccer is wrapping up. Teams have Memorial Day weekend off and then have playoff weekend on May 31- June 1. Youth baseball will start after the holiday. We have enough for 3 teams: t-ball, a coach pitch and pony. Adult softball and kickball spring leagues are going well at Shepherd Park and a spring kickball league started at Key Park on Thursdays. Our fields are being used more than ever before due to agreements we have various local youth soccer, youth football, and other athletic organizations.

The pool has been de-winterized and is running well. We have some minor repairs that are scheduled; however, they will be able to be accomplished without disrupting the pool's availability. Due to cold temperatures and overcast weather this weekend, we have postponed the pool opening until Friday, May 30 at 4:00 pm. Opening weekend hours will be Friday 4-8 pm, Saturday 1-6 pm, and Sunday 1-6 pm. Our returning staff have been working diligently to make sure all the pool areas are cleaned and ready for our patrons.

**Camp** has filled up very quickly. Tot lot (5–7-year-old) only has a few spots left in each week, with 2 weeks completely full. Day camp (8-12 years old) only has spots left in 2 of the 9 weeks. The camp lead staff begin working this week to fill in the details for the day-to-day activities and operations of the camp.

We will be offering a new program, a cupcake decorating class, for youth in June. We will be working with Heathers Homemade Cakes, who has been a long-time participant in the farmers market. She will be sharing her talents with youth ages 8-12.

VII. Old Business – Commission

**Dog Park:**

Current numbers for park: 64 humans, 74 dogs
Oak Park: 48
Huntington Woods: 6
Ferndale: 5
Southfield: 3
Berkley: 1
Royal Oak: 1
We are currently seeing an influx of registrations for the dog park as the weather gets warmer!

Dog Day Afternoon hosted at Dog Park – Sunday, July 20 from 12-3pm, open to public
4th of July – No current volunteers to drive in parade

VIII New Business – Commission

Juneteenth scheduled for Thursday, June 19. Opening at 7 am at Oak Park High School Track.

8-9 am: walk a mile in my shoes
9 am: Mobile Health Unit – health screenings at Oak Park High School Parking lot
4 pm: Jubilee celebration

- Welcome from city
- Expression contest winners
- Fashion Show
- Step Show

IX Announcements

Shelter 2 – Friday, May

Mayor Pro Tem - BBQ, Free food, music and games 4 – 7:30 pm

X Meeting adjourned at: 7:04 pm

Motioned by: Beverly Wiggins Seconded by: Carian Warren

Motion passed: X

Respectfully submitted, Carly Silverman

Recording Secretary for the meeting

# CITY OF OAK PARK, MI
# STAFF REPORT

# 5.F

**AGENDA FOR:** July 7, 2025

**SUBJECT:** Request to approve Payment Application No. 6 for the 2024 Block Pruning Project to Limb Walkers Tree & Snow, LLC of Kenockee, MI in the amount of $8,625.00.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, DPW Director

**SUMMARY:** Request to approve Payment Application No. 6 for the 2024 Block Pruning Project to Limb Walkers Tree & Snow, LLC of Kenockee, MI in the amount of $8,625.00

**FINANCIAL STATEMENT:** Attached is Payment Application No. 6 for the 2024 Block Pruning Project. This project includes the trimming, removal, and stumping of select trees around the City of Oak Park. This project is currently 35% complete.

**RECOMMENDED ACTION:** It is recommended that Payment Application No. 6 for the 2024 Block Pruning Project to Limb Walkers Tree & Snow, LLC of Kenockee, MI be approved in the amount of $8,625.00. Funding is available in the Major Streets (202-18.479-801) and Local Streets (203-18.479-801) funds for this expenditure.

**EXHIBITS:**

1. Pay Appliation No. 6

# PAYMENT APPLICATION

**PROJECT:** 2024 Block Pruning Project | **APPLICATION NO.:** 6

**OWNER:** City of Oak Park, MI | **PERIOD ENDING:** June 24, 2025

**CONTRACTOR:** Limb Walkers Tree and Snow
10073 Boyce Road
Kenockee, MI 48006

| ITEM NO. | ITEM DESCRIPTION | UNIT | BID PRICE | PERIOD QUANTITY | PERIOD AMOUNT | QUANTITY TO DATE | AMOUNT TO DATE |
|---|---|---|---|---|---|---|---|
| 1 | Traditional Block Pruning (Raising) | Per Tree | $50.00 | 0.00 | $0.00 | 30.00 | $1,500.00 |
| 2 | Crown Cleaning | Per Tree | $125.00 | 69.00 | $8,625.00 | 126.00 | $15,750.00 |
| 3 | Tree Removals, 8" to 19" DBH | Per Tree | $300.00 | 0.00 | $0.00 | 3.00 | $900.00 |
| 4 | Tree Removals, 20" to 27" DBH | Per Tree | $675.00 | 0.00 | $0.00 | 11.00 | $7,425.00 |
| 5 | Tree Removals, 28" to 35" DBH | Per Tree | $1,250.00 | 0.00 | $0.00 | 7.00 | $8,750.00 |
| 6 | Tree Removals, 36" to 43" DBH | Per Tree | $2,275.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 7 | Tree Removals, 44" and over DBH | Per Tree | $3,255.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 8 | Stump Removal, 8" to 19" DBH | Per Tree | $100.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 9 | Stump Removal, 20" to 27" DBH | Per Tree | $150.00 | 0.00 | $0.00 | 1.00 | $150.00 |
| 10 | Stump Removals, 28" to 35" DBH | Per Tree | $200.00 | 0.00 | $0.00 | 2.00 | $400.00 |
| 11 | Stump Removal, 36" to 43" DBH | Per Tree | $310.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 12 | Stump Removals, 44" and over DBH | Per Tree | $400.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| | | | | **Period Amount:** | **$8,625.00** | **Total Amount:** | **$34,875.00** |

**Original Contract Amount:** **$95,000.00**

| | |
|---|---|
| **Earnings This Period:** | **$8,625.00** |
| Total Earnings to Date: | $34,875.00 |
| Deductions: | $0.00 |
| Payments to Date: | $26,250.00 |
| **Amount Due to Limb Walkers:** | **$8,625.00** |

# CITY OF OAK PARK, MI
# STAFF REPORT

# 5.G

**AGENDA FOR:** July 7, 2025

**SUBJECT:** Payment request from Neumann Smith Architecture for Architectural Services on the Event Hub Project for the total amount of $10,530.00.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, DPW Director

**SUMMARY:** Attached is an invoice (No. 16) from Neumann Smith Architecture for the Event Hub Project. Work has begun on this project.

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

| Project | This Period | Prior Billings | Contract Remaining | Current Contract | Account Number |
|---|---|---|---|---|---|
| Event Hub | $10,530.00 | $273,821.27 | $63,648.73 | $348,000.00 | 407-18.444-970 |
| Municipal Services | $0.00 | $8,914.75 | $40,610.25 | $49,525.00 | 101-16-401-970 |
| Project Reimbursables | $0.00 | $1,964.58 | $535.42 | $2,500.00 | 407-18.444-970 |
| BABA Review | $0.00 | $40,800.00 | $0.00 | $40,800.00 | 407-18.444-970 |
| **Totals:** | **$10,530.00** | **$325,500.60** | **$104,794.40** | **$440,825.00** | |

**RECOMMENDED ACTION:** It is recommended that the attached invoice (No. 16) from Neumann Smith Architecture for the Event Hub Project be approved for the total amount of $10,530.00. Funding is available in the Parks and Recreation Improvement Fund.

**EXHIBITS:**

1. NS Invoice 16_1215796

NEUMANN SMITH architecture

SOUTHFIELD • DETROIT

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

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

Invoice number 1215796
Date 07/01/2025

Project 2023087 Oak Park Event Hub/Community Center

Services Rendered Through 06/24/2025

| Description | | Fee | % Complete | Prior Invoiced | Current Fee |
|---|---|---|---|---|---|
| Oak Park Event Hub | | | | | |
| Schematic Design | | 52,200.00 | 100.00 | 52,200.00 | 0.00 |
| Design Development | | 69,600.00 | 100.00 | 69,600.00 | 0.00 |
| Construction Documents | | 139,200.00 | 100.00 | 139,200.00 | 0.00 |
| Bidding | | 8,700.00 | 100.00 | 8,700.00 | 0.00 |
| Construction Administration | | 69,600.00 | 21.05 | 4,121.27 | 10,530.00 |
| Closeout | | 8,700.00 | 0.00 | 0.00 | 0.00 |
| | Subtotal | 348,000.00 | 81.71 | 273,821.27 | 10,530.00 |
| Oak Park Municipal Offices | | | | | |
| Schematic Design | | 7,425.00 | 100.00 | 7,425.00 | 0.00 |
| Design Development | | 9,900.00 | 15.05 | 1,489.75 | 0.00 |
| Construction Documents | | 19,800.00 | 0.00 | 0.00 | 0.00 |
| Bidding | | 1,250.00 | 0.00 | 0.00 | 0.00 |
| Construction Administration | | 9,900.00 | 0.00 | 0.00 | 0.00 |
| Closeout | | 1,250.00 | 0.00 | 0.00 | 0.00 |
| | Subtotal | 49,525.00 | 18.00 | 8,914.75 | 0.00 |
| Reimbursables | | 2,500.00 | 78.58 | 1,964.58 | 0.00 |
| ASR #2 - BABA | | | | | |
| Architectural | | 16,500.00 | 100.00 | 16,500.00 | 0.00 |
| MEP | | 17,300.00 | 100.00 | 17,300.00 | 0.00 |
| Structural | | 7,000.00 | 100.00 | 7,000.00 | 0.00 |
| | Subtotal | 40,800.00 | 100.00 | 40,800.00 | 0.00 |
| | Total | 440,825.00 | 76.23 | 325,500.60 | 10,530.00 |

Invoice total **10,530.00**

**Aging Summary**

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|---|---|---|---|---|---|---|---|
| 1215735 | 06/02/2025 | 10,419.27 | 10,419.27 | | | | |

## Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|---|---|---|---|---|---|---|---|
| 1215796 | 07/01/2025 | 10,530.00 | 10,530.00 | | | | |
| | Total | 20,949.27 | 20,949.27 | 0.00 | 0.00 | 0.00 | 0.00 |

# CITY OF OAK PARK, MI
# STAFF REPORT

# 5.H

**AGENDA FOR:** July 7, 2025

**SUBJECT:** Approval of Pay Application No. 1 and Change Order No. 2 to Luigi Ferdinandi and Son Cement Co. of Roseville, MI for the 2025 Catch Basin Line Replacement Project, M-779 in the amount of $257,651.94 and ($42,126.18) respectively.

**DEPARTMENT:** Municipal Services

**FROM:** Daniel Fairless, Deputy Director of Municipal Services

**SUMMARY:** Approval of Pay Application No.1 and Change Order No. 2 to Luigi Ferdinandi and Son Cement Co. of Roseville, MI for the 2025 Catch Basin Line Replacement Project, M-779 in the amount of $257,651.94 and ($42,126.18) respectively. The project is 100% complete.

**FINANCIAL STATEMENT:**

| | |
|---|---|
| Original Contract Amount: | $293,318.62 |
| Change Order No. 1: | $16,459.50 |
| Change Order No. 2: | ($42,126.18) |
| **New Contract Amount:** | **$267,651.94** |
| Total Earnings to Date | $267,651.94 |
| Less Retainage | $10,000.00 |
| Net Earned: | $257,651.94 |
| Deductions: | $0.00 |
| Balance: | $257,651.94 |
| Payments to Date | $0.00 |
| **Amount Due Luigi Ferdinandi & Son Cement Co.:** | **$257,651.94** |

**RECOMMENDED ACTION:** It is recommended that Pay Application No. 1 and Change Order No. 2 for the 2025 Catch Basin Line Replacement Project to Luigi Ferdinandi & Son Cement Co. of Roseville, MI be approved for the amount of $257,651.94 and ($42,126.18) respectively. Funding is available in the Water and Sewer Fund 592-18.550-970 for this expenditure.

**EXHIBITS:**

1. Payment Application 1
2. M-779 Area Map
3. M-779 Change Order No 2 - unsigned - signed

## PAYMENT APPLICATION

**PROJECT:** 2025 CATCH BASIN LINE REPLACEMENT PROJECT — **JOB NUMBER:** M-779

**OWNER:** CITY OF OAK PARK, MICHIGAN — **APPLICATION NO.:** 1

**CONTRACTOR:** LUIGI FERDINANDI & SON CEMENT CO.
16481 COMMON ROAD
ROSEVILLE, MI 48066 — **PERIOD ENDING:** 5/29/2025

| ITEM | DESCRIPTION | ORIGINAL BID QUANTITY | UNIT | UNIT PRICE | PERIOD QUANTITY | PERIOD AMOUNT | QUANTITY TO DATE | AMOUNT TO DATE |
|---|---|---|---|---|---|---|---|---|
| 1 | REMOVE CONCRETE PAVEMENT MODIFIED | 1,052 | SYD | $10.00 | 1,098.59 | $10,985.90 | 1,098.59 | $10,985.90 |
| 2 | CONCRETE PAVEMENT W/INT CURB AND GUTTER 9" CONC. MODIFIED | 1,012 | SYD | $99.00 | 1,043.82 | $103,338.18 | 1,043.82 | $103,338.18 |
| 3 | SIDEWALK CONC. NON-REINFORCED 6" SIDEWALK/DRIVE APP MODIFIED | 359 | SFT | $11.98 | 573.93 | $6,875.68 | 573.93 | $6,875.68 |
| 4 | SIDEWALK CONC. NON-REINFORCED 4" SIDEWALK/DRIVE APP MODIFIED | 25 | SFT | $11.60 | 0.00 | $0.00 | 0.00 | $0.00 |
| 5 | ADJUSTING DRAINAGE STRUCTURES | 43 | EA | $329.19 | 22.00 | $7,242.18 | 22.00 | $7,242.18 |
| 6 | 24" CURB AND GUTTER SECTION 9" CONCRETE NON REINFORCED | 10 | LFT | $7.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 7 | SEWER REMOVE LESS THAN 24" | 599 | LFT | $20.31 | 600.00 | $12,186.00 | 600.00 | $12,186.00 |
| 8 | SEWER 8" SCHEDULE 40 PVC PIPE TRENCH DETAIL B | 162 | LFT | $80.27 | 157.50 | $12,642.53 | 157.50 | $12,642.53 |
| 9 | SEWER 10" SCHEDULE 40 PVC PIPE TRENCH DETAIL B | 390 | LFT | $89.56 | 392.00 | $35,107.52 | 392.00 | $35,107.52 |
| 10 | SEWER 12" SCHEDULE 40 PVC PIPE TRENCH DETAIL B | 47 | LFT | $102.27 | 48.50 | $4,960.10 | 48.50 | $4,960.10 |
| 11 | AGGREGATE BASE UNDER 9" CONCRETE (6" 21AA CR. LIMESTONE) | 1,012 | SYD | $24.17 | 1,031.71 | $24,936.43 | 1,031.71 | $24,936.43 |
| 12 | DRAINAGE STRUCTURE REMOVING MODIFIED | 1 | EA | $650.00 | 1.00 | $650.00 | 1.00 | $650.00 |
| 13 | DRAINAGE STRUCTURE, 24" INLET MODIFIED | 1 | EA | $2,806.67 | 1.00 | $2,806.67 | 1.00 | $2,806.67 |
| 14 | DRAINAGE STRUCTURE, 48" DIAMETER MODIFIED | 1 | EA | $4,245.00 | 1.00 | $4,245.00 | 1.00 | $4,245.00 |
| 15 | SANITARY MANHOLE 1040A FRAME AND COVER | 8 | EA | $826.38 | 1.00 | $826.38 | 1.00 | $826.38 |
| 16 | CATCH BASIN 5080M3 6 HOLE FRAME AND COVER | 30 | EA | $724.13 | 19.00 | $13,758.47 | 19.00 | $13,758.47 |
| 17 | SEWER TRAP, 12" AND UNDER | 10 | EA | $539.83 | 11.00 | $5,938.13 | 11.00 | $5,938.13 |
| 18 | SEWER TAP, 12" AND UNDER | 5 | EA | $312.67 | 0.00 | $0.00 | 0.00 | $0.00 |
| 19 | 4" OR 6" PVC PIPE WITH BACKFILL | 10 | LFT | $72.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 20 | TUCK POINT DRAINAGE STRUCTURE | 5 | EA | $258.33 | 1.00 | $258.33 | 1.00 | $258.33 |
| 21 | CLASS A SODDING | 81 | SYD | $12.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 22 | CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE | 50 | SFT | $31.33 | 10.00 | $313.30 | 10.00 | $313.30 |
| 23 | MOBILIZATION, 5% MAX | 1 | LSUM | $6,000.00 | 1.00 | $6,000.00 | 1.00 | $6,000.00 |
| 24 | MINOR TRAFFIC DEVICES, 5% MAX | 1 | LSUM | $7,908.33 | 1.00 | $7,908.33 | 1.00 | $7,908.33 |
| 25 | PROJECT CLEAN UP, 5% MAX | 1 | LSUM | $4,333.33 | 1.00 | $4,333.33 | 1.00 | $4,333.33 |
| 26 | INSPECTION CREW DAYS | $320 | DAY | 27.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 27 | STRUCTURE REPAIR | 0 | LFT | $329.19 | 5.00 | $1,645.95 | 5.00 | $1,645.95 |
| 28 | TOPSOIL AND SEED RESTORATION | 0 | SYD | $9.00 | 77.06 | $693.54 | 77.06 | $693.54 |

**Period Total Amount:** $267,651.94 — **Amount to Date:** $267,651.94

| | |
|---|---|
| **Original Contract Amount:** | $293,318.62 |
| **Change Order No.1:** | $16,459.50 |
| **Change Order No.2:** | -$42,126.18 |
| **New Contract Amount:** | $267,651.94 |

| | |
|---|---|
| Earnings This Period: | $267,651.94 |
| Total Earnings to Date: | $267,651.94 |
| Less Retainage: | $10,000.00 |
| Net Earned: | $257,651.94 |
| Deductions: | $0.00 |
| Balance: | $257,651.94 |
| Payments to Date: | $0.00 |

**AMOUNT DUE LUIGI FERDINANDI & SON CEMENTC CO:** $257,651.94

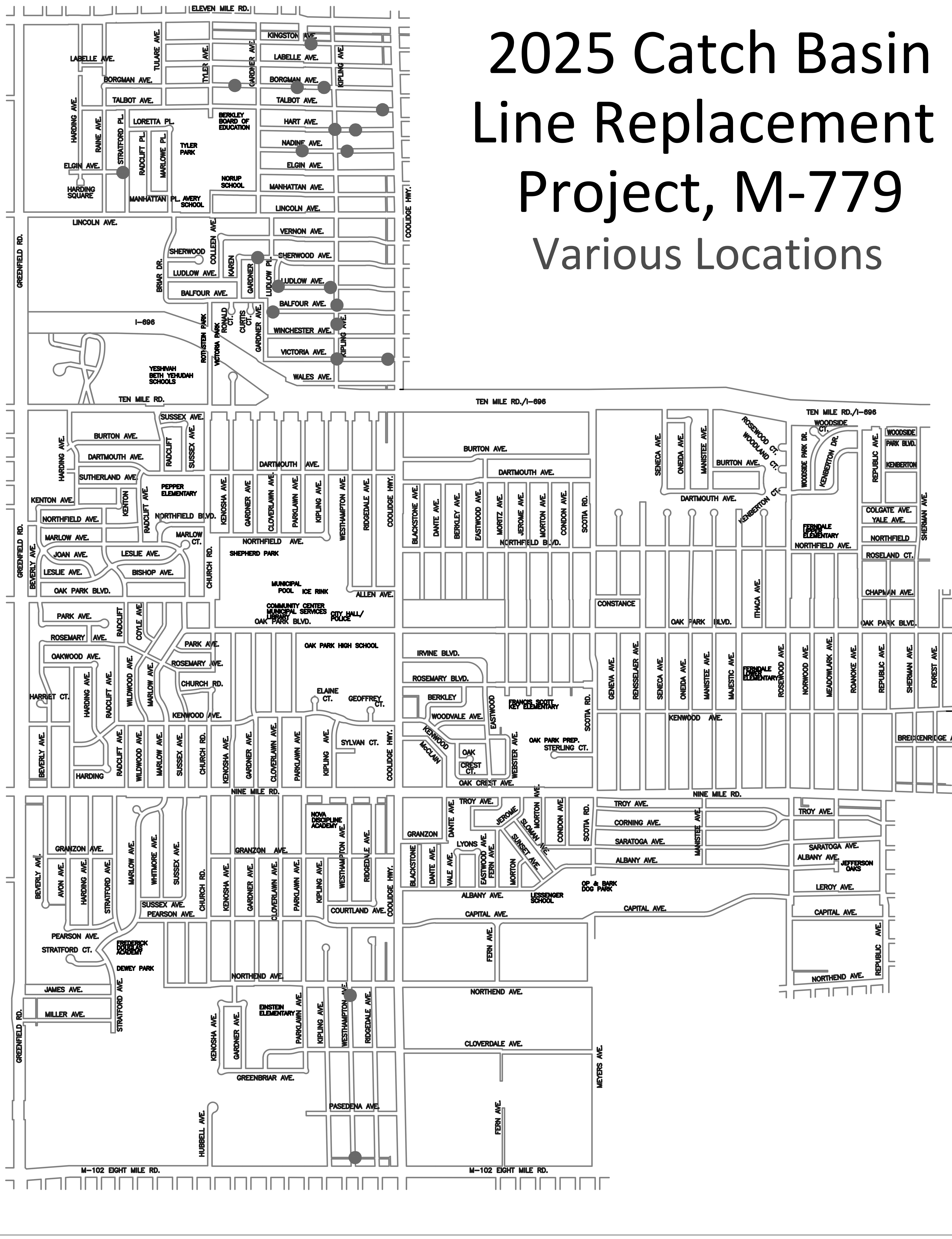
Accepted By: Luigi V. Ferdinandi
Luigi V. Ferdinandi (Jul 1, 2025 11:24 EDT)
Luigi Ferdinandi & Son Cement Co.
Date 07/01/2025

Approved By: kimberly marrone
Kimberly Marrone, Municipal Services Director
City of Oak Park, Michigan
Date 7/1/2025

# City of Oak Park

## 2025 Catch Basin Line Replacement Project, M-779

Various Locations



## CHANGE ORDER

| | | | |
|---|---|---|---|
| **PROJECT:** | **2025 CATCH BASIN LINE REPLACEMENT PROJECT** | **JOB NUMBER:** | M-779 |
| **OWNER:** | **CITY OF OAK PARK, MICHIGAN** | **CHANGE ORDER NO.:** | 2 |
| **CONTRACTOR:** | **LUIGI FERDINANDI & SON CEMENT CO.**<br>**16481 COMMON ROAD**<br>**ROSEVILLE, MI 48066** | **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. Further 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 |
|---|---|---|---|---|---|---|---|
| 1 | REMOVE CONCRETE PAVEMENT MODIFIED | 1,052 | SYD | $10.00 | 46.59 | 1,098.59 | $465.90 |
| 2 | CONCRETE PAVEMENT W/INT CURB AND GUTTER 9" CONC. MODIFIED | 1,012 | SYD | $99.00 | 31.82 | 1,043.82 | $3,150.18 |
| 3 | SIDEWALK CONC. NON-REINFORCED 6" SIDEWALK/DRIVE APP MODIFIED | 359 | SFT | $11.98 | 214.93 | 573.93 | $2,574.86 |
| 7 | SEWER REMOVE LESS THAN 24" | 599 | LFT | $20.31 | 1.00 | 600.00 | $20.31 |
| 9 | SEWER 10" SCHEDULE 40 PVC PIPE TRENCH DETAIL B | 390 | LFT | $89.56 | 2.00 | 392.00 | $179.12 |
| 10 | SEWER 12" SCHEDULE 40 PVC PIPE TRENCH DETAIL B | 47 | LFT | $102.27 | 1.50 | 48.50 | $153.41 |
| 11 | AGGREGATE BASE UNDER 9" CONCRETE (6" 21AA CR. LIMESTONE) | 1,012 | SYD | $24.17 | 19.71 | 1,031.71 | $476.39 |
| 17 | SEWER TRAP, 12" AND UNDER | 10 | EA | $539.83 | 1.00 | 11.00 | $539.83 |
| 28 | TOPSOIL AND SEED RESTORATION | 0 | SYD | $9.00 | 77.06 | 77.06 | $693.54 |
| | | | | | | **TOTALS** | **$8,253.54** |

**THE FOLLOWING ITEMS AND OR CONTRACT UNITS PRICES SHALL BE SUBTRACTED FROM THE CONTRACT AMOUNT**

| Item No. | Description | Original Bid Quantity | Unit | Unit Price | Decreased Quantity | Quantity to Date | TOTAL Amount |
|---|---|---|---|---|---|---|---|
| 4 | SIDEWALK CONC. NON-REINFORCED 4" SIDEWALK/DRIVE APP MODIFIED | 25 | SFT | $11.60 | -25.00 | 0.00 | -$290.00 |
| 5 | ADJUSTING DRAINAGE STRUCTURES | 43 | EA | $329.19 | -21.00 | 22.00 | -$6,912.99 |
| 6 | 24" CURB AND GUTTER SECTION 9" CONCRETE NON REINFORCED | 10 | LFT | $7.00 | -10.00 | 0.00 | -$70.00 |
| 8 | SEWER 8" SCHEDULE 40 PVC PIPE TRENCH DETAIL B | 162 | LFT | $80.27 | -4.50 | 157.50 | -$361.22 |
| 15 | SANITARY MANHOLE 1040A FRAME AND COVER | 8 | EA | $826.38 | -7.00 | 1.00 | -$5,784.66 |
| 16 | CATCH BASIN 5080M3 6 HOLE FRAME AND COVER | 30 | EA | $724.13 | -11.00 | 19.00 | -$7,965.43 |
| 18 | SEWER TAP, 12" AND UNDER | 5 | EA | $312.67 | -5.00 | 0.00 | -$1,563.35 |
| 19 | 4" OR 6" PVC PIPE WITH BACKFILL | 10 | LFT | $72.00 | -10.00 | 0.00 | -$720.00 |
| 20 | TUCK POINT DRAINAGE STRUCTURE | 5 | EA | $258.33 | -4.00 | 1.00 | -$1,033.32 |
| 21 | CLASS A SODDING | 81 | SYD | $12.00 | -81.00 | 0.00 | -$972.00 |
| 22 | CAST IN PLACE DETECTABLE/TACTILE WARNING SURFACE | 50 | SFT | $31.33 | -40.00 | 10.00 | -$1,253.20 |
| 26 | INSPECTION CREW DAYS | $320 | DAY | 27.00 | -27.00 | 0.00 | -$8,640.00 |
| 27 | STRUCTURE REPAIR | 50 | LFT | $329.19 | -45.00 | 5.00 | -$14,813.55 |
| | | | | | | **TOTALS** | **-$50,379.72** |

**SUMMARY**

| | |
|---|---|
| Total Increase | $8,253.54 |
| Total Decrease | -$50,379.72 |
| **Total for Change Order No.2:** | **-$42,126.18** |
| Contract Amount | $293,318.62 |
| Change Order No. 1: | $16,459.50 |
| Change Order No. 2: | -$42,126.18 |
| **New Contract Amount:** | **$267,651.94** |

Luigi V. Ferdinandi
Luigi V. Ferdinandi (Jul 3, 2025 09:17 EDT)

Luigi Ferdinandi & Son Cement Co. Date

kimberly marrone

Kimberly Marrone, Municipal Services Director Date

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

# M-779 Change Order No 2 - unsigned

Final Audit Report 2025-07-03

| | |
|---|---|
| Created: | 2025-07-03 |
| By: | kimberly marrone (kmarrone@oakparkmi.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAfz2KjOy1pwIxjmWYquYgBz5Fkgr7aXUk |

## "M-779 Change Order No 2 - unsigned" History

Document created by kimberly marrone (kmarrone@oakparkmi.gov)

2025-07-03 - 12:02:28 PM GMT- IP address: 12.14.25.194

Document emailed to louie@luigicement.com for signature

2025-07-03 - 12:02:57 PM GMT

Email viewed by louie@luigicement.com

2025-07-03 - 12:07:12 PM GMT- IP address: 146.75.128.0

Signer louie@luigicement.com entered name at signing as Luigi V. Ferdinandi

2025-07-03 - 1:17:33 PM GMT- IP address: 162.230.182.42

Document e-signed by Luigi V. Ferdinandi (louie@luigicement.com)

Signature Date: 2025-07-03 - 1:17:35 PM GMT - Time Source: server- IP address: 162.230.182.42

Agreement completed.

2025-07-03 - 1:17:35 PM GMT

# MERCHANT'S LICENSES - JULY 7, 2025

**(Subject to All Departmental Approvals)**

| NEW MERCHANT | ADDRESS | FEES | BUSINESS TYPE |
|---|---|---|---|
| JITSU INC. | 13201 CLOVERDALE AVE | $ 150.00 | WAREHOUSE |
| SINBAD GLOBAL HOOKAH AND TABACCO DISTRIBU | 21060 COOLIDGE HWY | $ 150.00 | TABACCO WHOLESALER |
| B'JADE CUSTOM GRAPGICS/ THE B'JADE GROUP | 25900 GREENFIELD RD # 212 | $ 150.00 | OFFICE |
| MONEY STRATEGIES & ASSOCIATES LLC | 25900 GREENFIELD RD # 236 | $ 150.00 | FINANCIAL OFFICE |

| RENEWALS FOR 2025 | ADDRESS | FEES | BUSINESS TYPE |
|---|---|---|---|
| BURDAS TRANSPORT LLC | 12950 CLOVERDALE AVE | $ 187.50 | TRUCKING |
| STAR BAKERY | 26031 COOLIDGE HWY | $ 187.50 | BAKERY |
| EMBASSY MOTEL | 14380 W EIGHT MILE RD | $ 150.00 | HOTEL |
| CUSTOM CONCEPT COLLISION | 14051 W ELEVEN MILE RD | $ 225.00 | CAR REPAIR |
| LOTTIE G'S BOUTIQUE | 21700 GREENFIELD RD # 146 | $ 225.00 | RETAIL |
| METRO PCS | 21830 GREENFIELD RD # 102 | $ 225.00 | RETAIL |
| MONEY STRATEGIES & ASSOCIATES LLC | 25900 GREENFIELD RD # 236 | $ 150.00 | FINANCIAL OFFICE |
| OAK PARK MARKET AND RESTAURANT AND 7D MA | 13745 W NINE MILE RD | $ 225.00 | MARKET |

**CITY OF OAK PARK**

**RESOLUTION REGARDING SECOND READING OF PROPOSED AMENDMENTS TO SECTIONS 18-211, 18-215, AND 18-231 OF CHAPTER 18, ARTICLES V AND VI, OF THE CODE OF ORDINANCES**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on July 7, 2025 at 7:00 pm.

Present:

Absent:

The following preamble and resolution was offered by __________________ and seconded by ______________________________.

WHEREAS, the City of Oak Park desires to amend sections 18-211, 18-215, and 18-231 of Chapter 18 of the Code of Ordinances to update compliance provisions to align with state law and the 2021 version of the International Property Maintenance Code that the City of Oak Park has adopted by reference.

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

1. The second reading of the proposed amendments to Sections 18-211. 18-215 and 18-231 are hereby approved in substantially the form attached hereto.

Roll Call Vote: Yes,<br>No,<br>Absent,

*RESOLUTION DECLARED ADOPTED*

_____________________________________

T. Edwin Norris, City Clerk

# *ARTICLE V. DANGEROUS BUILDINGS*

## Sec. 18-211. Failure to comply; order to show cause; ~~notice lis pendens~~.

If, at the expiration of any time limit in the notice provided for in section 18-209, the owner has not complied with the requirements thereof, the department of municipal services shall issue a notice and order to show cause to the owner of the building. The notice and order to show cause shall specify the conditions making the building or structure dangerous, the action necessary to alleviate the dangerous condition, and shall inform the owner that the city will do the work necessary to alleviate the dangerous condition and assess the costs thereof against the premises if the work is not completed by the owner within a specified time period. The notice shall further inform the owner of the time and place at which he may have an opportunity for a hearing before the building board of appeals to show cause why the building or structure should not be ordered to be demolished or otherwise made safe. Notice shall be given to the owner in the same manner as provided in section 18-209, and service of the notice shall be accomplished at least ten days prior to hearing. A copy of the notice and order to show cause shall be served on the occupant of the premises, if any~~, and a copy shall be filed by the department with the county register of deeds~~.

(Code 1973, § 9-45; Ord. No. O-22-727, § 1, 12-5-22)

## Sec. 18-215. Emergency cases.

In cases where it reasonably appears that there is immediate danger to the public safety or health unless a dangerous building or structure is immediately demolished or otherwise made safe,~~-~~ the City shall immediately attempt to verbally inform the owner and all occupants of the building of the nature of the condition. The City immediately attempt to give verbal notice to the owner to correct the condition. Such an order shall be effective immediately. A written Notice of Violation called for by this Chapter shall be prepared and mailed and/or personally served to the owner as soon as practicable after the verbal notice herein referred has been attempted. Failure to comply with an emergency order is a violation of this Code. If notice is attempted to be served in good faith but cannot be completed prior to having to take action necessary to abate an emergency condition, such notice shall be posted upon the subject property in a prominent location. If the responsible person cannot be contacted or fails to correct an emergency condition within the time ordered, the City Manager or an authorized representative of the City Manager may authorize corrective actions to abate the emergency. The cost of abatement shall be billed to the owner as a personal debt which, if unpaid, may be assessed as a lien upon the property involved. ~~the department of municipal services shall report such facts to the city manager who shall cause the immediate repair or demolition of such dangerous building or structure. The costs of such emergency repair or demolition shall be collected in the same manner as provided for in section 18-213~~.

(Code 1973, § 9-49; Ord. No. O-22-727, § 1, 12-5-22)

# *ARTICLE VI. PROPERTY MAINTENANCE CODE*

## Sec. 18-231. Adoption of property maintenance code by reference; amendments.

(a) There is hereby adopted that certain code known as the International Property Maintenance Code, ~~2015 Edition~~and its subsequent versions and applicable sections, as published by the International Code Council, as the property maintenance code of the city for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, providing for the issuance of permits and collection of fees therefore; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code on file in the office of the city clerk are hereby referred to, adopted, and made a part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, set forth in this section.

(b) The International Property Maintenance Code, adopted by the provisions of this article as the property maintenance code of the city, is hereby amended, changed and altered ~~in the following respects~~as indicated. Subsequent section numbers used in this Chapter shall refer to the like numbered sections of the 2021 International Property Maintenance Code:

Section 101.1. *Title:* These regulations shall be known as the Property Maintenance Code of the City of Oak Park, Michigan, hereafter referred to as "this code."

~~Section 102.3. *Application of Other Codes:* Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the following codes as currently adopted by the Michigan Department of Licensing and Regulatory Affairs: Michigan Building Code, International Fire Code, Michigan Plumbing Code, Michigan Mechanical Code, National Electric Code (with Part 8 State of Michigan Amendments), The International Fuel Gas Code, NFPA 25 (Standard), and ASTM F1346-91 (Standard).~~

Section 103.1. *Code official:* References to the "code official" shall be deemed to refer to the City of Oak Park Director of Municipal Services, or his/her designee.

Section 103.2. Deleted.

Section 104.1~~3.5~~. *Fees:* The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be determined by resolution of the City Council from time to time adopted, and shall include the services indicated in the following schedule.

(1) Administrative hourly rate;

(2) Special inspections conducted after business hours, on weekends or holidays, per hour;

(3) Notice of violation;

(4) Notice to Vacate;

(5) Inspection fee for every additional inspection, including but not limited to: court requested, progress inspection at request of owner/authorized agent.

(6) Failure to keep appointment, arrange for inspection, or provide entry for scheduled inspection;

(7) Occupied without Certificate of Compliance;

(8) Title Search;

(9) Ownership research for any property not occupied by the property owner includes, but not limited to returned mail processing & lack of current registration;

(10) Notice to Repair or Demolish;

(11) Administrative or other search warrant;

(12) Prosecution preparation;

(13) Recording document at the Oakland County Register of Deeds;

(14) Collection Services Fees, as charged by the City Treasurer;

~~(1)~~(15) Abatement of Nuisance;

Section 109. 4~~6.4~~. *Violation Penalties:* ~~Any person, firm or corporation, who shall violate any provision of this code shall, upon conviction thereof, be deemed Responsible for a Municipal Civil Infraction~~Failure to comply with a provision of Chapter 18 of this ordinance shall constitute a civil infraction, exception for those provisions that pertain to the following, which shall constitute a misdemeanor:

(1) A dangerous building as described in Article V, or any violation which creates an imminent danger as described in Sec. 18-206.

(2) A utility interruption.

(3) A dwelling that has been condemned for human occupancy and/or a Notice to Vacate Condemned Dwelling has been issued.

(4) A failure to comply with a Notice to Repair or Demolish.

(5) Notwithstanding the forgoing, a misdemeanor complaint shall be issued where three (3) or more Civil Infraction Citations have been issued for the same violation(s) to the same owner.

~~(1)~~(6) Failure to comply with a Stop Work Order issued under authority of Section 110.~~.~~

~~Section 110. Deleted. The provisions contained in Section 110, Demolition, of the Property Maintenance Code, shall be and hereby are deleted.~~

Section ~~111.2~~B101.3. *Board of Appeals:* The City of Oak Park Building Board of Appeals shall serve as the board of appeals required by this Property Maintenance Code. All references herein to the "Board of Appeals" or the "Board", shall be deemed to refer to the Oak Park Building Board of Appeals as established in Chapter 18, Article III of the Code of Ordinances~~.~~

Section ~~111.2.1~~101.3.2. Deleted.

~~Section 112.4. *Failure to Comply:* Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than $50.00 dollars or more than $500.00 dollars.~~

Section 302.4. *Weeds:* All premises and exterior property shall be maintained free from weeds, rank vegetation or any growth of grass~~ or plant growth ~~in excess of eight inches (254mm). ~~All noxious weeds shall be prohibited. ~~Poison ivy, poison oak, poison sumac, ragweed or other poisonous plants are prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Section 304.14. *Insect screens:* ~~During the period from April 1 to December 1, e~~Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored, shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm) and every swinging door shall have a self-closing device in good working condition.

Exception. Screens shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.

~~Section 308.2.1. *Rubbish Storage Facilities:* The owner of every multi-family premises shall supply approved covered containers for rubbish, and the owner of the premises shall be responsible for the removal of rubbish.~~

~~Section 308.2.2. Deleted.~~

Section 308.3.1. *Garbage Facilities:* The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; or an approved leak-proof, covered, outside garbage container.

Section 602.3. *Heat Supply:* Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guest room on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat ~~during the period from October 1 to May 15~~ to maintain a temperature of not less than 68° Fahrenheit (20° Celsius) in all habitable rooms, bathrooms, and toilet rooms.

*Exceptions:*

1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at is full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the ~~Michigan~~ International Plumbing Code.
2. In the areas where the average monthly temperature is above 30°F (-1°C) a minimum temperature of 65°F (18°C) shall be maintained.

Section 602.4. *Occupiable Work Spaces:* Indoor occupiable work spaces shall be supplied with heat when necessary ~~during the period from October 1 to May 15~~ to maintain a temperature of not less than 65° Fahrenheit (18° Celsius) during the period the spaces are occupied.

*Exceptions:*

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities.

Section 605.2. *Receptacles:* Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle or receptacle with a ground fault circuit interrupter. Every bathroom shall contain at least one receptacle with ground fault circuit interrupter protection. All receptacle outlets shall have the appropriate faceplate cover for the location.

~~Section 606. Deleted~~.

Section 704.2. *Smoke Alarms:* Single or multiple-station smoke alarms shall be installed and maintained in groups R-2, R-3, R-4 and in dwellings not regulated in Group R occupancies, regardless of occupant load at all of the following locations:

1. In each sleeping room or ceiling or wall directly outside each sleeping room.

2. In each story within a dwelling unit, including basements and cellars but not including crawl spaces and uninhabitable attics. In dwelling or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice for the adjacent lower level, provided that the lower level is less than one full story below the upper level.

Single or multiple-station smoke alarms shall be installed in all groups in accordance with the Michigan Building Code.

(Code 1973, § 9-51; Ord. No. O-95-341, § 1, 7-3-95; Ord. No. O-06-523, § 1, 5-1-06; Ord. No. O-08-553, § 1, 11-3-08; Ord. No. O-14-602, § 1, 4-7-14; Ord. No. O-14-606, § 1, 12-1-14; Ord. No. O-17-652, § 1, 10-2-17; Ord. No. O-18-659, § 1, 1-3-18; Ord. No. O-22-727, § 1, 12-5-22)

# CITY OF OAK PARK, MI
# STAFF REPORT

# 9.A.1

**AGENDA FOR:** July 7, 2025

**SUBJECT:** Resolution approving purchase of a tax foreclosed parcel at 10670 W. Nine Mile Road and to request a budget amendment in the Corridor Improvement Authority Budget.

**DEPARTMENT:** Municipal Services

**FROM:** Kim Marrone, Director of Municipal Services

**SUMMARY:** A list was provided to the Oak Park Finance Department (attached) of all available properties for purchase from Oakland County tax foreclosure process. Attached is a resolution to allow the City of Oak Park to purchase 10670 W. Nine Mile Road with the intent to sell the property to a third party to redevelop. The parcel is located within the Corridor Improvement Authority (CIA) and has the potential to be redeveloped into "mixed use" and be a catalyst project. Once the property is acquired, a formal process to sell to a developer will be conducted in order to select the best applicant. The funding will come from the Corridor Improvement Authority budget (251-00.000-818) via a budget amendment. This has been approved by the CIA Board.

**FINANCIAL STATEMENT:** Funding is available with the approval of a budget amendment in the Corridor Improvement Authority Budget (251-00.000-818).

**RECOMMENDED ACTION:** It is recommended that City Council approve the resolution approving the purchase of the tax foreclosed property located at 10670 W. Nine Mile Road for $284,000. It is further recommended to allow the Finance Department to perform a budget amendment for the total amount of $284,000 to fund this purchase. The amendment is for the current fiscal year (FY2025-26) with funds being moved from the CIA Economic Development budget (251-00.000-818).

**EXHIBITS:**

1. Resolution Approving Purchase of tax reversion properties 2025
2. Oakland County tax sale 2025

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

**RESOLUTION APPROVING PURCHASE OF TAX FORECLOSED PROPERTY**

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on the _7th____ day of July_______, 2025, at 7:00 p.m.
Present: ___________________________________________________________________________
Absent: ___________________________________________________________________________

The following preamble and resolution was offered by ________________________________ and seconded by .

**WHEREAS,** the General Property Tax Act at MCL 211.78M, as amended, (the "Act") authorizes the City of Oak Park ("City") to purchase properties located within the City that were tax foreclosed by the Oakland County Circuit Court on April 1, 2025, and by the County Treasurer under Public Act 123 of 1999, as amended, subject to the provisions of the Act; and

**WHEREAS,** the Oak Park City Council has determined that it is in the best interest of the City to exercise its option to purchase the foreclosed property identified on the Attached Addendum "Oak Park Tax Sale 2025"; and

**WHEREAS,** the Oak Park City Council finds that it is necessary and in the best interest of the public to purchase the referenced properties for an amount not to exceed $284,000 for the public purpose of redevelopment and selling them through an RFP process in order to maintain and stabilize neighborhoods and commercial properties within the community.

**NOW, THEREFORE,** the City Council of the City of Oak Park, Oakland County, Michigan resolves as follows:

1. Pursuant to the Act, the City hereby approves the purchase of the properties identified on the Attached Addendum "Oak Park Tax Sale 2025" for the not to exceed purchase price of $284,000. .

2. The City Assessor is hereby directed to file a copy of this Resolution with the Oakland County Treasurer no later than Wednesday, July 9, 2025.

3. Any and all Resolutions that are in conflict with this Resolution are hereby repealed to the extent necessary to give this Resolution full force and effect.

YEAS: _____________
NAYS: _____________

*RESOLUTION DECLARED ADOPTED*
_________________________________
Edwin T. Norris
City Clerk

Dated:

| | |
|---|---|
| Contact Name | Kimberly Marrone |
| Contact Email | kmarrone@oakparkmi.gov |
| Contact Phone number | 248-691-7404 |
| Date of Board Meeting | 7/7/2025 |

| CVT | Parcel ID | Property Street | Class | 2025 Assessed Value | Want for Market value/appraised value |
|---|---|---|---|---|---|
| 52 | 25-19-255-030 | | 402 | $1,000 | |
| 52 | 25-19-403-008 | | 402 | $2,800 | |
| 52 | 25-19-453-025 | 14070 Winchester Ave | 401 | $126,900 | |
| 52 | 25-29-283-001 | 24120 Ithaca Ave | 401 | $124,400 | |
| 52 | 25-29-453-019 | 10670 W 9 Mile Rd | 201 | $142,000 | x |
| 52 | 25-29-453-020 | 23281 Seneca Ave | 401 | $89,100 | |

# CITY OF OAK PARK, MI
# STAFF REPORT

# 9.A.2

**AGENDA FOR:** July 7, 2025

**SUBJECT:** Approval of Pay Application No. 2 and Change Order No. 1 to Eminent Excavating Local LLC of Dearborn, MI for the 2025 Water Main Replacement Project, M-769, in the amount of $293,970.43 and $17,530.20 respectively.

**DEPARTMENT:** Municipal Services

**FROM:** Daniel Fairless, Deputy Director of Municipal Services

**SUMMARY:** Attached is Pay Application No.2 and proposed Change Order No.1 for the 2025 Water Main Replacement Project, M-769, by Eminent Excavating Local LLC of Dearborn, MI. This project includes Water Main Replacement in the area identified on the attached project location map. The project is approximately 75% complete.

**FINANCIAL STATEMENT:**

| | |
|---|---|
| Original Contract Amount: | $1,149,431.00 |
| Change Order No.1: | $17,530.20 |
| **New Contract Amount** | **$1,166,961.20** |
| Total Earnings to Date: | $919,443.10 |
| Less Retainage: | $57,471.55 |
| Net Earned: | $861,971.55 |
| Deductions: | $0.00 |
| Balance: | $861,971.55 |
| Payments to Date: | $568,001.12 |
| **Amount Due Eminent Excavating Local LLC** | **$293,970.43** |

**RECOMMENDED ACTION:** It is recommended that Pay Application No.2 and proposed Change Order No.1 for the 2025 Water Main Replacement Project, M-769, to Eminent Excavating Local LLC of Dearborn, MI be approved for the amount of $293,970.43 and $17,530.20 respectively. Funding is available in the Water and Sewer Fund (592-18.538-970) for this expenditure.

**EXHIBITS:**

1. Pay App No. 2 - C.O. No. 1
2. M-769 Project Location Map

# PAYMENT APPLICATION

| | | | |
|---|---|---|---|
| ***PROJECT:*** | 2025 Water Main Replacement Project | ***JOB NUMBER:*** | M-769 |
| ***OWNER:*** | City of Oak Park, Michigan | ***APPLICATION NO.:*** | 2 |
| ***CONTRACTOR:*** | Eminent Excavating Local LLC | ***PERIOD ENDING:*** | 6/27/25 |
| | 22161 Outer Dr. | ***PAGE:*** | 1 of 3 |
| | Dearborn, MI 48124 | | |

| Item No. | Description | Original Bid Quantity | Unit | Unit Price | Period Quantity | Period Amount | Quantity To Date | Amount To Date |
|---|---|---|---|---|---|---|---|---|
| 1 | Mobilization, Max 5% | 1 | LSUM | $50,000.00 | 0.00 | $0.00 | 1.00 | $50,000.00 |
| 2 | Minor Traffic Device, Modified SP | 1 | LSUM | $20,000.00 | 0.00 | $0.00 | 1.00 | $20,000.00 |
| 3 | Pavement Removal, Modified SP | 2,314 | SYD | $9.00 | 202.11 | $1,818.99 | 1,955.23 | $17,597.04 |
| 4 | Erosion Control, Inlet Protection, Fabric Drop, Modified SP | 27 | EACH | $145.00 | 0.00 | $0.00 | 35.00 | $5,075.00 |
| 5 | Project Cleanup | 1 | LSUM | $2,500.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 6 | Aggregate Base Under Concrete (6" 21AA Crush Limestone) | 500 | SYD | $17.00 | 231.66 | $3,938.22 | 460.91 | $7,835.47 |
| 7 | Gate well , 1040C Frame and Cover | 9 | EACH | $750.00 | 4.00 | $3,000.00 | 4.00 | $3,000.00 |
| 8 | Sanitary Manhole 1040A Frame and Cover | 4 | EACH | $850.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 9 | Catch Basin 5080M3 6 Hole Frame and Cover | 4 | EACH | $950.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 10 | Underdrain Subgrade, Open Graded 6", Modified SP | 200 | LFT | $20.00 | 28.33 | $566.60 | 82.33 | $1,646.60 |
| 11 | Conc. Pavt. 24" curb and gutter Section, Non-Reinf. 7", Modified SP | 200 | LFT | $32.00 | 102.20 | $3,270.40 | 102.20 | $3,270.40 |
| 12 | Conc. Pavt W/integral curb and gutter, Non-Reinf. 7", Modified SP | 50 | SYD | $75.00 | 77.03 | $5,777.25 | 103.73 | $7,779.75 |
| 13 | Conc. Pavt W/integral curb and gutter, Non-Reinf. 10", Modified SP | 400 | SYD | $95.00 | 250.32 | $23,780.40 | 495.61 | $47,082.95 |
| 14 | Sidewalk Conc. NonReinf. Modified SP 4" Conc. Sidewalk | 10,400 | SFT | $6.00 | 5,843.06 | $35,058.36 | 7,923.41 | $47,540.46 |
| 15 | Sidewalk Conc. NonReinf. Modified SP 6" Conc. Sidewalk | 6,270 | SFT | $7.00 | 2,417.82 | $16,924.74 | 4,041.41 | $28,289.87 |
| 16 | Sidewalk Curb | 300 | LFT | $30.00 | 139.00 | $4,170.00 | 139.00 | $4,170.00 |
| 17 | Class A Sodding, Modified SP | 3,000 | SYD | $15.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 18 | Water Main D.I CL 54 8" Trench Det B Modified | 2,400 | LFT | $157.00 | 113.50 | $17,819.50 | 2,283.58 | $358,522.06 |
| 19 | Sussex ave. Water Main Connection "A" Sussex ave.@ Nine Mile Rd | 1 | LSUM | $10,000.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 20 | Sussex Ave. Water Main Connection "B" Sussex ave. @ Kenwood Ave. | 1 | LSUM | $6,500.00 | 1.00 | $6,500.00 | 1.00 | $6,500.00 |
| 21 | Sussex Ave. Water Main Connection "C" Sussex Ave. @ Church Ave. | 1 | LSUM | $6,500.00 | 0.00 | $0.00 | 1.00 | $6,500.00 |
| 22 | Sussex Ave. Water Main Connection "D" Sussex Ave. @ Rosemary Ave. | 1 | LSUM | $7,500.00 | 0.00 | $0.00 | 1.00 | $7,500.00 |
| 23 | Nine Mile Crossings Water Main Connection "E" Nine Mile Rd. @ Avon Ave.(north side) | 1 | LSUM | $7,500.00 | 1.00 | $7,500.00 | 1.00 | $7,500.00 |
| 24 | Nine Mile Crossings Water Main Connection "F" Nine Mile Rd. @ Avon Ave.(South side) | 1 | LSUM | $12,500.00 | 1.00 | $12,500.00 | 1.00 | $12,500.00 |
| 25 | Nine Mile Crossings Water Main Connection "G" Nine Mile Rd. @ Radclift Ave.(north side) | 1 | LSUM | $6,500.00 | 1.00 | $6,500.00 | 1.00 | $6,500.00 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 26 | Nine Mile Crossings Water Main Connection "H" Nine Mile Rd. @ Radclift Ave. (South side) | 1 | LSUM | $12,500.00 | 1.00 | $12,500.00 | 1.00 | $12,500.00 |
| 27 | Nine Mile Crossings Water Main Connection "I" Nine Mile Rd. @ Wildwood Ave. (north side) | 1 | LSUM | $7,500.00 | 1.00 | $7,500.00 | 1.00 | $7,500.00 |
| 28 | Nine Mile Crossings Water Main Connection "J" Nine Mile Rd. @ Wildwood Ave. (South side) | 1 | LSUM | $12,500.00 | 1.00 | $12,500.00 | 1.00 | $12,500.00 |
| 29 | Nine Mile Crossings Water Main Connection "K" Nine Mile Rd. @ Marlow Ave.(north side) | 1 | LSUM | $7,500.00 | 0.00 | $0.00 | 1.00 | $7,500.00 |
| 30 | Nine Mile Crossings Water Main Connection "L" Nine Mile Rd. @ Marlow Ave.(South side) | 1 | LSUM | $10,000.00 | 1.00 | $10,000.00 | 1.00 | $10,000.00 |
| 31 | Nine Mile Crossings Water Main Connection "M" Nine Mile Rd. @ Church Ave.(north side) | 1 | LSUM | $7,500.00 | 0.00 | $0.00 | 1.00 | $7,500.00 |
| 32 | Nine Mile Crossings Water Main Connection "N" Nine Mile Rd. @ Church Ave. (South side) | 1 | LSUM | $16,500.00 | 0.50 | $8,250.00 | 0.50 | $8,250.00 |
| 33 | Lincoln @ Coolidge Hydrant Tee Removal | 1 | LSUM | $12,000.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 34 | Install Fire Hydrant EJIW 5BR-250 | 5 | EACH | $7,500.00 | 0.00 | $0.00 | 5.00 | $37,500.00 |
| 35 | Install Stainles Steel 8" taping Sleeve, Valve & Well | 3 | EACH | $15,000.00 | 3.00 | $45,000.00 | 3.00 | $45,000.00 |
| 36 | Install 8" Gate Valve and Well | 6 | EACH | $6,500.00 | 3.00 | $19,500.00 | 6.00 | $39,000.00 |
| 37 | Remove & Replace Short Side Service Curb Box 3/4" to 2" | 29 | EACH | $800.00 | 6.00 | $4,800.00 | 26.00 | $20,800.00 |
| 38 | Service Transfers | 53 | EACH | $850.00 | 12.00 | $10,200.00 | 51.00 | $43,350.00 |
| 39 | 3/4" to 2" Diameter Type K Copper | 275 | LFT | $50.00 | 14.92 | $746.00 | 69.67 | $3,483.50 |
| 40 | Remove Existing Fire Hydrant | 4 | EACH | $750.00 | 0.00 | $0.00 | 2.00 | $1,500.00 |
| 41 | Remove Existing Gate Valve and Well | 7 | EACH | $1,000.00 | 5.00 | $5,000.00 | 5.00 | $5,000.00 |
| 42 | Drainage Structure Adjust | 4 | EACH | $1,000.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 43 | Crossing Existing Water Mains, Sewers, and sewer leads | 10 | EACH | $500.00 | 4.00 | $2,000.00 | 4.00 | $2,000.00 |
| 44 | Cast in Place Detectable, Tactile warning Surfaces | 300 | SFT | $20.00 | 160.00 | $3,200.00 | 160.00 | $3,200.00 |
| 45 | Abandon Existing Water Main, Sussex Ave. Water main | 1 | LSUM | $15,000.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 46 | Abandon Existing Avon Water Main (crossing) | 1 | LSUM | $3,000.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 47 | Abandon Existing Radclift Water Main (crossing) | 1 | LSUM | $3,000.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 48 | Abandon Existing Wildwood Water Main (crossing) | 1 | LSUM | $3,000.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 49 | Abandon Existing Marlow Water Main (crossing) | 1 | LSUM | $3,000.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 50 | Abandon Existing Church Water Main (crossing) | 1 | LSUM | $3,000.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 51 | Maintenance Gravel, Modified SP | 1,000 | TON | $30.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 52 | Salvage Sign, Modified SP | 20 | EACH | $100.00 | 4.00 | $400.00 | 8.00 | $800.00 |
| 53 | Unidentified Irrigation System Repairs - Sprinkler Lines | 250 | LFT | $12.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 54 | Unidentified Irrigation System Repairs - Sprinkler Heads | 50 | EACH | $80.00 | 0.00 | $0.00 | 0.00 | $0.00 |
| 55 | Remove/ Replace Catch Basin - Church @ Sussex | 0 | LSUM | $3,250.00 | 1.00 | $3,250.00 | 1.00 | $3,250.00 |
| | | | | | | **$293,970.46** | | **$919,443.10** |

| | | | |
|---|---|---|---|
| Original Contract Amount: | $1,149,431.00 | Earnings This Period: | $293,970.46 |
| Proposed Change Order #1: | $17,530.20 | Total Earnings to Date: | $919,443.10 |
| | $1,166,961.20 | Less Retainage: | $57,471.55 |
| | | Net Earned: | $861,971.55 |
| | | Deductions: | $0.00 |
| | | Balance: | $861,971.55 |
| | | Payments to Date: | $568,001.12 |
| | | Amount Due: | **$293,970.43** |

Accepted By: ______________________ Date: ______________________

Eminent Excavating Local LLC

kimberly marrone Date: ______________________

Kim Marone, Director Technical & Planning Services
City of Oak Park, Michigan

# CHANGE ORDER

| | | | |
|---|---|---|---|
| ***PROJECT:*** | 2025 Water Main Replacement Project | ***JOB NUMBER:*** | M-769 |
| ***OWNER:*** | City of Oak Park, Michigan | ***CHANGE ORDER NO.:*** | 1 |
| ***CONTRACTOR:*** | Eminent Excavating Local LLC<br>22161 Outer Dr.<br>Dearborn, MI 48124 | | |

**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 | Increased Amount |
|---|---|---|---|---|---|---|---|
| 4 | Erosion Control, Inlet Protection, Fabric Drop, Modified SP | 27 | EACH | $145.00 | 8.00 | 35.00 | $1,160.00 |
| 12 | Conc. Pavt. W/Integral curb & gutter, Non-Reinf 7", Modified sp | 50 | SYD | $75.00 | 53.83 | 103.83 | $4,037.25 |
| 13 | Conc. Pavt. W/Integral curb & gutter, Non-Reinf 10", Modified sp | 400 | SYD | $95.00 | 95.61 | 495.61 | $9,082.95 |
| 55 | Remove & Replace Catch basin Structure Sussex at Church | 0 | LSUM | $3,250.00 | 1.00 | 1.00 | $3,250.00 |
| | | | | | | **Total:** | **$17,530.20** |

**SUMMARY**

| | |
|---|---|
| Total Increase | $17,530.20 |
| Total Amount for Change Order No. 1: | $17,530.20 |

Eminent Excavating Local LLC — Date

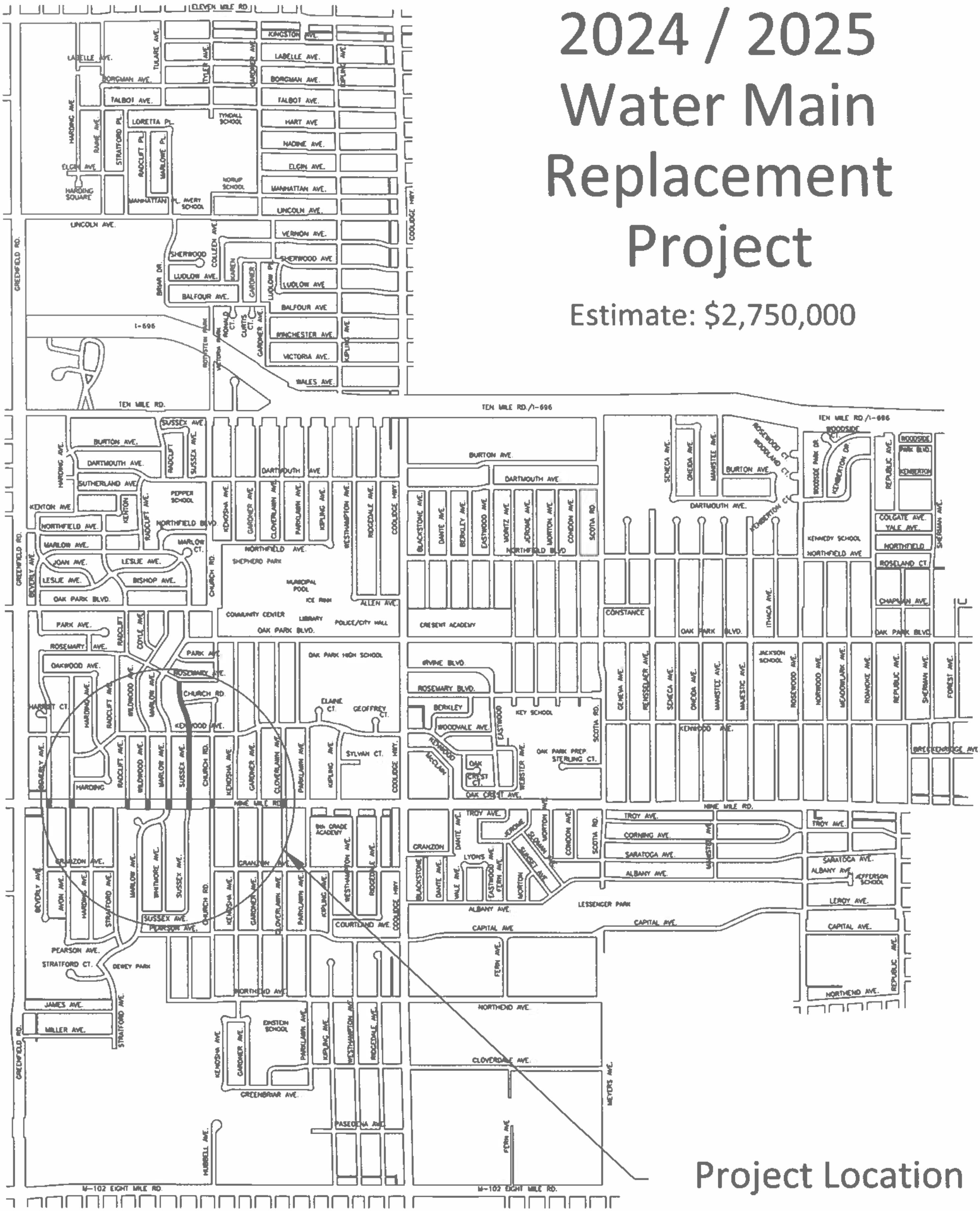
| | |
|---|---|
| Original Contract Amount: | $1,149,431.00 |
| Proposed Change Order No.1: | $17,530.20 |
| Proposed New Contract Amount: | $1,166,961.20 |

kimberly marrone 7/1/25

Kimberly Marone, Director Techinal & Planning Services — Date

As reviewed and recommended for approval by City Council

# City of Oak Park



# 2024 / 2025 Water Main Replacement Project

Estimate: $2,750,000

Project Location

# CITY OF OAK PARK, MI
# STAFF REPORT

# 9.B.1

**AGENDA FOR:** July 7, 2025

**SUBJECT:** Approval of Michigan Department of Natural Resources (DNR) - Urban and Community Forestry, Inflation Reduction Act Grant in the amount of $118,171.00.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, DPW Director

**SUMMARY:** Earlier this year, Public Works staff wrote a grant to the DNR for a comprehensive tree inventory and the planting of trees thought the city. In June 2025, we were notified that we were awarded this grant in the total amount of $118,171.00. This is a 100% reimburseable grant with zero match from the city. The tree inventory will be a valuable asset as we continue to utilize GIS in our day-to-day operations. This tree survey will include every right-of-way tree within the city and will log its location, size, species, condition, risk rating, as well as a picture.

**FINANCIAL STATEMENT:** A budget amendment will be required to fund this project until reimbursements are received from the DNR.

**RECOMMENDED ACTION:** It is recommended that City Council approve the Michigan Department of Natural Resources - Urban and Community Forestry, Inflation Reduction Act (IRA) Grant agreement in the amount of $118,171.00 and allow the City Manager to execute the contract on behalf of the city. It is further recommended to allow the Finance Department to perform a budget amendment for the total amount of $118,171.00 to fund this project until reimbursements are received from the DNR. The amendment is for the current fiscal year (FY2025-26) with funds being moved from the Local Streets fund balance to the Local Streets, Professional Services account (203-18.479-801).

**EXHIBITS:**

1. Proposed Grant Agreement

Michigan Department of Natural Resources/Forest Resources Division

# FY24 INFLATION REDUCTION ACT GRANT PROGRAM

*This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.*

This Agreement is between City of Oak Park, a local unit of Government in the county of Oakland County hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." Funds are appropriated from 23-DG-11094200-340, a Federal Grant from the United States Forest Service, USDA (CFDA 10.727) to the DEPARTMENT to issue grants for projects in the state under the Cooperative Forestry Assistance Act of 1978 for the Urban and Community Forestry Program and approved by the Michigan Legislature.

A copy of this Federal award is included as APPENDIX A.

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below and described in the IRA Urban & Community Forestry Grant application # IRA-2025-0030. This Agreement is subject to the terms and conditions specified herein.

Project #: IRA-2025-0030

Amount of grant: $118,171.00

Start Date: 6/9/2025

Unique Entity Identity Number (*https://sam.gov*): EMJ3KP5S4516

End Date: 6/30/2027

As a condition to the execution of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT within 30 days of the date the Agreement is issued, or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**GRANTEE**

SIGNED By: ____________________ Name (Print) ____________________

Title: ____________________ Date: ____________________

**Vendor Self Service:* https://www.michigan.gov/VSSLogin.
*For assistance please contact the VSS Call Center (888) 734-9749 or email* SIGMA-Vendor@Michigan.gov

SIGMA Vendor Number: CV0047800

SIGMA Address ID: ____________________

**MICHIGAN DEPARTMENT OF NATURAL RESOURCES**

SIGNED By: ____________________

DNR Authorized Official ad Title

____________________

Date of Execution by DEPARTMENT

## I. CONTACT INFORMATION

This Agreement shall be administered on behalf of the DEPARTMENT by the Forest Resources Division. All reports, documents, or actions required of the GRANTEE shall be submitted to the contact below.

| GRANTEE CONTACT | DEPARTMENT CONTACT |
|---|---|
| David DeCoster | Kerry Gray, Urban & Community Forestry IRA Grant Specialist |
| Name | Name/Title |
| City of Oak Park | Department of Natural Resources - Forest Resources Division |
| Organization | Organization |
| 14300 Oak Park Boulevard | 525 W. Allegan Street, Lansing, MI 48933 |
| Address | Address |
| Oak Park, Michigan 48237 | P.O. Box 30425 Lansing, MI 48909-7952 |
| Address | Address |
| (248) 691-7465 | 734-691-1806 |
| Telephone Number | Telephone Number |
| ddecoster@oakparkmi.gov | grayk12@michigan.gov |
| E-mail Address | E-mail Address |

All notices, reports, requests or other communications hereunder shall be sufficiently given when mailed or emailed and addressed as indicated in this section. The DEPARTMENT and GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.

## II. PROJECT SCOPE

The IRA Urban & Community Forestry Grant application # IRA-2025-0030 is, by this reference, made part of this Agreement. This Agreement, together with the APPENDICES, constitutes the entire Agreement between the parties. Costs must be allowable, allocable, reasonable, and consistent with the budget identified for completing the project as described in the Deliverables and Budget Detail of this grant agreement, including modifications, which must be requested and approved in writing. Only the agreed-upon project costs incurred during the grant period are eligible for grant payment, unless otherwise approved in writing by the DEPARTMENT.

## III. PROJECT PERIOD

The project and budget periods are effective from 6/9/2025 12:00:00 AM through 6/30/2027 12:00:00 AM as listed on page 1 of this Agreement. The GRANTEE is expected to complete the project within the project period. Requests by the GRANTEE to extend the project period must be made in writing a minimum of 30 days before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may be made only by an amendment to this Agreement.

## IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

Grantees are required to submit progress reports throughout the project period to the DEPARTMENT and the USDA Forest Service. The reports are required to include the geographic location of all work completed and the type of work occurring at events/locations to meet USDA Forest Service impact reporting requirements. Reporting guidance will be provided by the DEPARTMENT Contact.

Projects are required to submit pictures that document the grant project process.

Grantees are **required to submit an annual report and request for reimbursement** for any expenses incurred during the fiscal year (Oct 1 – September 30).

**Final Grant Reporting.** The GRANTEE must complete and submit a final narrative summary in accordance with instructions provided by the DEPARTMENT. The summary should include, but is not limited to, details on achieving the deliverables outlined in this grant agreement. **The final narrative summary is due at the same time as the final reimbursement request, no later than June 30, 2027.**

## V. CHANGES

Any changes to this Agreement requested by GRANTEE must be made in writing to the DEPARTMENT and are subject to DEPARTMENT approval in its sole discretion. Changes requiring an amendment to this Agreement, will be executed by the DEPARTMENT and the GRANTEE in the same manner as this Agreement.

## VI. GRANTEE RESPONSIBILITIES

The GRANTEE agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

The GRANTEE of this award is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.
Electronic copies of the CFR's can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact the Grant and Agreements Office at (640) 557-4106.

The GRANTEE agrees to obtain all necessary permits before commencement of the project. This Agreement shall not be construed to obligate the DEPARTMENT or any other agency to issue any permit required for the completion of the project. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits. The GRANTEE will retain a copy of all permits in the file and make them available to the DEPARTMENT upon request.

The GRANTEE affirms to have control of the project area through fee-simple title, lease or other recorded interest in the project area or written permission from the owner of the project area to complete project activities.
This Agreement shall not be construed to require the DEPARTMENT to operate or maintain or to contribute to the operation or maintenance of the project improvements and associated project activities that are the subject of this Agreement for the course of the expected useful life.

The GRANTEE is solely responsible for the operation and maintenance of the project activities that are the subject of this Agreement and the actions of any employee or agent of the GRANTEE acting within the scope of their employment or agency.
The GRANTEE shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 et seq.

## VII. PURCHASING AND CONTRACTING

Unless otherwise specified in this Agreement, the GRANTEE may release information or material developed under this Agreement, provided it includes specific recognition of assistance received from the DEPARTMENT.
The DEPARTMENT retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the GRANTEE or another person.

## VIII. USE OF MATERIAL

Unless otherwise specified in this Agreement, the GRANTEE may release information or material developed under this Agreement, provided it includes specific recognition of assistance received from the DEPARTMENT.

The DEPARTMENT retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the GRANTEE or another person.

## IX. ASSIGNABILITY

This Agreement and grant may not be transferred or assigned to any other agency, group, or individual without prior written approval by the DEPARTMENT.

## X. NON-DISCRIMINATION

The GRANTEE shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The GRANTEE agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

No individual shall be denied access to grant-funded facilities or activities on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.

## XI. LIABILITY

The GRANTEE hereby represents that it will defend any suit brought against either party that involves title, ownership, or specific rights, including appurtenant riparian rights, of any lands controlled by the GRANTEE connected with or affected by the project.
The GRANTEE is responsible for all claims, demands, judgments, and expenses, including attorney fees, from any and all loss, damage, or injury to person or property, or death arising under or in any manner related to the Agreement, the activities authorized by the Agreement or the use and occupancy of the premises, project area or facilities.

## XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the GRANTEE's Board of Directors, its employees, partner agencies, or their families shall have a direct or indirect interest in any part of this Agreement that creates a substantial conflict of interest.

## XIII. ANTI-LOBBYING

The GRANTEE shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action."

## XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the GRANTEE certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.

2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).

4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

## XV. IRAN SANCTIONS ACT

By signing this Agreement, the GRANTEE is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

## XVI. AUDIT AND ACCESS TO RECORDS

The DEPARTMENT reserves the right to conduct a programmatic and financial audit of the project and may withhold payment until the audit is satisfactorily completed. The GRANTEE will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The GRANTEE will provide proper facilities for such access and inspection. All records must be maintained for a minimum of seven years after the final payment has been issued to the GRANTEE by the DEPARTMENT.

**XVII. INSURANCE**

The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

**XVIII. OTHER SOURCES OF FUNDING**

The GRANTEE agrees to notify the DEPARTMENT immediately if funding for the same or a substantially similar project is received and to cease all activity under this Agreement until the difference in scope between projects is identified and agreed upon by all parties.

The GRANTEE guarantees that any claims for reimbursement made to the DEPARTMENT under this Agreement must not be financed by any source other than the DEPARTMENT under the terms of this Agreement. If funding is received through any other source, the GRANTEE agrees to delete from GRANTEE's billings, or to immediately refund to the DEPARTMENT, the total amount representing such duplication of funding.

**XIX. REIMBURSEMENT**

The DEPARTMENT will make payment to the GRANTEE as follows:

1. The DEPARTMENT will pay the GRANTEE a total amount not to exceed the amount on page 1 of this Agreement, in accordance the Deliverables and Budget Detail in this grant agreement. Any cost overruns incurred to complete the project activities called for by this Agreement shall be the sole responsibility of the GRANTEE.

2. To be eligible for payment, the GRANTEE must submit a complete payment request to the DEPARTMENT on form(s) provided by the DEPARTMENT and have satisfied all progress reporting requirements due prior to the date of the payment request.

3. The GRANTEE is required to submit documentation of all costs incurred, including the value of match and donations made to the project. Documentation of expenditures and value of match and donations must meet written DEPARTMENT requirements as specified in the OMB guidance for the year the grant was issued or the most recent version of the OMB guidance. The DEPARTMENT reserves the right to request additional information necessary to substantiate payment.

4. The GRANTEE is responsible for providing documentation of all matching funds committed to the project. If the GRANTEE fails to meet the match obligation the DEPARTMENT may withhold or require repayment of grant funds.

5. The GRANTEE must be a registered vendor with the State of Michigan SIGMA Vendor Self Service (VSS) system to receive payments. The registration website is: https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService.
   All grant funds will be paid by Electronic Funds Transfer (EFT).

6. GRANTEE is required to have a Unique Entity Identifier number. Per 2 CFR 200.210 which refers to 2 CFR 25.315, appendix A, Paragraph C.2, a unique entity identifier is required for SAM registration. Currently in SAM, this is the UEI number. GRANTEE may contact the DEPARTMENT if help is needed to set this up.

7. Due to the State's year-end closing procedures, reimbursement requests must be submitted to the DEPARTMENT no later than September 30 to allow the State to complete its accounting for that fiscal year. Any requests for reimbursement submitted after the deadline will be denied by the DEPARTMENT.

**XX. CLOSEOUT**

A determination of project completion, which may include a site inspection and an audit, shall be made by the DEPARTMENT after the GRANTEE has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in the Deliverables and Budget Detail in this grant agreement.
Upon issuance of final payment from the DEPARTMENT, the GRANTEE releases the DEPARTMENT of all claims against the DEPARTMENT arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the DEPARTMENT's claims against the GRANTEE. All records must be maintained for a minimum of seven years after the final payment has been issued to the GRANTEE by the DEPARTMENT.
The GRANTEE shall immediately refund to the DEPARTMENT any payments in excess of the costs allowed by this Agreement.

**XXI. CANCELLATION**

This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.

**XXII. TERMINATION**

This Agreement may be terminated by the DEPARTMENT as follows:

1. Upon 30 days written notice to the GRANTEE:

    a. If the GRANTEE fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation, or the rules promulgated thereunder, or other applicable law or rules.

    b. If the GRANTEE knowingly and willingly presents false information to the DEPARTMENT for the purpose of obtaining this Agreement or any payment under this Agreement.

    c. If the DEPARTMENT finds that the GRANTEE, or any of the GRANTEE's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

    d. If the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

    e. During the 30-day written notice period, the DEPARTMENT shall withhold payment for any findings under subparagraphs a through d, above and the GRANTEE will immediately cease charging to the grant and stop earning match for the project.

2. Immediately and without further liability to the DEPARTMENT if the GRANTEE, or any agent of the GRANTEE, or any agent of any subcontract is:

    a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;

    b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;

    c. Convicted under state or federal antitrust statutes;

d. Convicted of any other criminal offense that, in the sole discretion of the DEPARTMENT, reflects on the GRANTEE's business integrity; or

e. Added to the federal or state Suspension and Debarment list.

If a grant is terminated, the DEPARTMENT reserves the right to require the GRANTEE to repay all or a portion of funds received under this Agreement.
Failure of the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

a. Terminate this Agreement; and/or

b. Withhold and/or cancel future payments to the GRANTEE under this Agreement or any other grant projects administered by DEPARTMENT until the violation is resolved to the satisfaction of the DEPARTMENT; and/or

c. Withhold action on all pending and future grant applications submitted by the GRANTEE and/or

d. Require repayment of grant funds paid to GRANTEE; and/or

f. Require specific performance of the Agreement.

**XXIII. <u>RELATIONSHIP</u>**

The GRANTEE is considered a sub-recipient in this grant agreement. The GRANTEE is to use the Federal funds to carry out the program purpose of this Federal award. During the term of this grant the GRANTEE must adhere to all applicable Federal program requirements that are listed in the award, that is included in APPENDIX A.

**XXIV. <u>Indirect Rate</u>**

The approved indirect cost rate at the time of execution is up to **10.00%**

The GRANTEE does not have an established federally negotiated rate for Indirect charges. Therefore, the GRANTEE has elected to charge the de minimis rate of up to 10.00% of total direct costs (MTDC) which will be used indefinitely. The MTDC includes direct salaries and wages, applicable fringe benefits, materials, supplies, services, travel and up to the first $25,000 of each subaward.

**OR**

**XXIV. <u>Indirect Rate</u>**

The approved indirect cost rate at the time of execution is **N/A** as shown in the NICRA provided by the GRANTEE.

As new NICRAs are agreed to between the GRANTEE and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, THE GRANTEE shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.

## Grant Deliverables to be completed:

1. Inventory approximately 12,000 street and park trees
2. The planting of the 60 trees
3. Host one community tree planting event
4. Develop and implement the urban forest maintenance strategy
5. -

| BUDGET CATEGORIES | GRANT FUNDS AWARDED (Reimbursable) |
|---|---|
| SALARY(Program Staff) | $0.00 |
| FRINGE(Program Staff) | $0.00 |
| SALARY(Administrative Staff) | $0.00 |
| FRINGE(Administrative Staff) | 0.00 |
| TRAVEL | $0.00 |
| SUPPLIES | $1,171.00 |
| CONTRACTUAL & CONSULTING | $117,000.00 |
| INDIRECT | $0.00 |
| OTHER | $0.00 |
| **TOTAL:** | **$118,171.00** |

**SPECIAL CONDITIONS OF GRANT:**

The grant expiration date is **June 1, 2027**. Final reimbursement request and reports are due by **June 30, 2027.**

Grant funds to be used towards reimbursement of eligible expenses associated with the city's contracted public right-of-way and park tree planting project. Copies of **paid** invoices and receipts or time records and submission of all project deliverables (e.g. data, reports or photos as evidence of tree plantings) are required for reimbursement.

# APPENDIX A

## FEDERAL FINANCIAL ASSISTANCE
## AWARD OF DOMESTIC GRANT 23-DG-11094200-340
## Between The
## DEPARTMENT OF NATURAL RESOURCES
## And The
## USDA, FOREST SERVICE
## EASTERN REGION, STATE, PRIVATE, AND TRIBAL FORESTRY

Program Title: Michigan Inflation Reduction Act Urban and Community Forestry Program
Upon execution of this document, an award to Department of Natural Resources, hereinafter referred to as "MI DNR," in the amount of **$7,500,000**, is made under the authority of 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a). The Federal Assistance Listing (formerly Catalog of Federal Domestic Assistance - CFDA) number and name are 10.727, Inflation Reduction Act Urban & Community Forestry Program. Department of Natural Resources accepts this award for the purpose described in the application narrative. Your application for Federal financial assistance, dated 5/31/23, and the attached Forest Service provisions, 'Forest Service Award Provisions,' are incorporated into this letter and made a part of this award.

This authority requires a match of This authority requires a 1:1 match, however match has been waived under the provision of Public Law 117-169 (Inflation Reduction Act) and based on assurance from the Cooperator that 100% of the work and funding will be directed to disadvantaged communities., which your organization has agreed to provide as shown in the
attached application, financial plan and narrative.

This is an award of Federal financial assistance. Prime and sub-recipients to this award aresubject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

Electronic copies of the CFRs can be obtained at the following internet site: www.ecfr.gov. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at sm.fs.r9spfgrants@usda.gov.

The following administrative provisions apply to this award:

A. LEGAL AUTHORITY. MI DNR shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this award.

Principal Cooperator Contacts:

| Cooperator Program Contact | Cooperator Administrative Contact |
|---|---|
| Name: Kevin Sayers<br>Address: P.O. Box 30028<br>City, State, Zip: Lansing, MI 48909-7528<br>Telephone: 517-241-4632<br>Email: sayersk@michigan.gov | Name: Erin Olszeski<br>Address: 525 West Allegan St.<br>City, State, Zip: Lansing, MI 48909-7952<br>Telephone: 517-245-2586<br>Email: olszeskie@michigan.gov |

**Principal Forest Service Contacts:**

| Forest Service Program Manager Contact | Forest Service Administrative Contact |
|---|---|
| Name: Jill Johnson<br>Telephone: 651-649-5253<br>Email: jill.johnson@usda.gov | Name: Midori C. Raymore<br>Telephone: 414-721-1346<br>Email: midori.raymore@usda.gov |

C. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). MI DNR shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or award term(s). Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

D. ADVANCE AND/OR REIMBURSEMENT PAYMENTS – FINANCIAL ASSISTANCE. Advance and/or Reimbursement payments are approved under this award. Only costs for those project activities approved in (1) the initial award, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the Recipient receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this award must be returned to the Forest Service. The Program Manager reserves the right to request additional information prior to approving a payment. To expedite payment, please attach a list of expenses that match the approved project budget when submitting each SF-270. Each SF-270 shall include the award number (23-DG-11094200-340) in Block 4. If this award has multiple projects, each project must be identified in separate columns for tracking purposes in Block 11. A final SF-270 must have a final performance report submitted prior to invoice approval.

| The invoice must be sent by one of three methods: | Send a copy to: |
|---|---|
| EMAIL (preferred): SM.FS.asc_ga@usda.gov<br><br>FAX: 877-687-4894<br><br>POSTAL: Albuquerque Service Center<br>Payments – Grants & Agreements<br>101B Sun Ave NE<br>Albuquerque, NM 87109 | jill.johnson@usda.gov |

E. <u>INDIRECT COST RATES.</u> The approved indirect cost rate at the time of execution is **16.58%** as shown in the NICRA provided by the Cooperator.

As new NICRAs are agreed to between MI DNR and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.

If the NICRA is for a provisional rate, MI DNR shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for he fiscal year are established.

F. <u>PRIOR WRITTEN APPROVAL.</u> MI DNR shall obtain prior written approval pursuant to conditions set forth in 2 CFR 200.407.

G. <u>MODIFICATIONS.</u> Modifications within the scope of this award must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

H. <u>PERIOD OF PERFORMANCE.</u> This agreement is executed as of the date of the Forest Service signatory official signature.
The end date, or expiration date is 07/15/2028. This instrument may be extended by a properly executed modification. See Modification Provision above.

I. <u>AUTHORIZED REPRESENTATIVES.</u> By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this award. In witness whereof the parties hereto have executed this award.

E-SIGNED by Scott Whitcomb
on 2023-07-26 18:36:33 EDT

2023-07-26 18:36:33 UTC

SCOTT WHITCOMB, Acting Natural Resources Deputy
Department of Natural Resources

Date

ROBERT LUECKEL

Digitally signed by ROBERT LUECKEL
Date: 2023.08.16 17:12:29 -05'00'

ROBERT LUECKEL, Deputy Regional Forester
State, Private, and Tribal Forestry

Date

The authority and the format of this award have been reviewed and approved for signature.

Digitally signed by MIDORI RAYMORE
Date: 2023.07.18 20:32:16 -05'00'

7/18/23

MIDORI C. RAYMORE
Forest Service Grants Management Specialist

Date

## ATTACHMENT A: FOREST SERVICE AWARD PROVISIONS

A. <u>COLLABORATIVE ARRANGEMENTS.</u> Where permitted by terms of the award and Federal law, MI DNR a may enter into collaborative arrangements with other organizations to jointly carry out activities with Forest Service funds available under this award.

B. FOREST SERVICE LIABILITY TO THE RECIPIENT. The United States shall not be liable to MI DNR for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by MI DNR or any third party.

C. NOTICES. Any notice given by the Forest Service or MI DNR will be sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in the award.

To MI DNR, at the address shown in the award or such other address designated within the award.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. SUBAWARDS. Prior approval is required to issue subawards under this grant. The intent to subaward must be identified in the approved budget and scope of work and approved in the initial award or through subsequent modifications. Approval of each individual subaward is not required, however the cooperator must document that each sub-recipient does NOT have active exclusions in the System for Award Management (sam.gov).

The Cooperator must also ensure that they have evaluated each subrecipient's risk in accordance with 2 CFR 200.332 (b).

Any subrecipient under this award must be notified that they are subject to the OMB guidance in subparts A through F of 2 CFR Part 200, as adopted and supplemented by the USDA in 2 CFR Part 400. Any sub-award must follow the regulations found in 2 CFR 200.331 through .333.

All subawards $30,000 or more must be reported at fsrs.gov in compliance with 2 CFR 170. See Attachment B for full text

E. FINANCIAL STATUS REPORTING. A Federal Financial Report, Standard Form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted semi-annually. These reports are due 30 days after the reporting period ending June 30 and December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 120 days from the expiration date of the award. These forms may be found at https://www.grants.gov/web/grants/forms.html.

F. PROGRAM PERFORMANCE REPORTS. The recipient shall perform all actions identified and funded in application/modification narratives within the performance period identified in award.

In accordance with 2 CFR 200.301, reports must relate financial data to performance accomplishments of the federal award.

MI DNR shall submit semi-annual performance reports. These reports are due 30 days after the reporting period ending June 30 and December 31. The final performance report shall be submitted either with MI DNR's final payment request, or separately, but not later than 120 days from the expiration date of the award.

Additional pertinent information:

- To prevent payment delays, all reports should be emailed to SM.FS.R9SPFgrants@usda.gov and the U.S. Forest Service Program Manager prior to their respective due dates. Please ensure the subject line of the email contains the award number (23-DG-11094200-340) and the name of report being submitted.
- The final performance report must be submitted and approved prior to approval of the final SF-270 payment request.

G. NOTIFICATION. MI DNR shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this award. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the

H. CHANGES IN KEY PERSONNEL. Any revision to key personnel identified in this award requires notification of the Forest Service Program Manager by email or letter.

I. USE OF FOREST SERVICE INSIGNIA. In order for MI DNR to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service, Program Manager, to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The Forest Service Program Manager will notify MI DNR when permission is granted.

J. FUNDING EQUIPMENT. Federal funding under this award is not available for reimbursement of MI DNR's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over one year. Supplies are those items that are not equipment.

K. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. MI DNR is encouraged to give public notice of the receipt of this award and, from time to time, to announce progress and accomplishments.

MI DNR may call on Forest Service's Office of Communication for advice regarding public notices. MI DNR is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

L. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. MI DNR shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this award. Follow direction in USDA Supplemental 2 CFR 415.2.

M. COPYRIGHTING. MI DNR is/are granted sole and exclusive right to copyright any publications developed as a result of this award. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this award.

No original text or graphics produced and submitted by the Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes.

This right shall be transferred to any sub-awards or subcontracts.

This provision includes:
- The copyright in any work developed by MI DNR under this award.
- Any right of copyright to which MI DNR purchase(s) ownership with any federal contributions.

N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. MI DNR shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)*

*Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https://www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:*

*(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or*
*(2) Fax: (833) 256-1665 or (202) 690-7442; or*
*(3) Email: program.intake@usda.gov.*

If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: **"This institution is an equal opportunity provider."**

O. PROGRAM INCOME – FINANCIAL ASSISTANCE.

1. MI DNR shall apply the standards set forth in this Provision to account for program income earned under the award.
2. If any program income is generated as a result of this award, the income shall be applied using the deductive alternative as described in 2 CFR 200.307; the deductive alternative is the default if no other method is selected.
3. Unless the terms and conditions of the award/agreement provide otherwise, Recipients shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
4. Costs incident to the generation of program income may be deducted from gross income to determine net program income, provided these costs have not been charged to the award and they comply with 2 CFR 200.307.
5. Unless the terms and conditions of the award provide otherwise, MI DNR shall have no obligation to the U.S. Government with respect to program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions produced under an award. However, Patent and Trademark Amendments (35 U.S.C. 18) apply to inventions made under an experimental, developmental, or research awards

P. DISPUTES.

1. Any dispute under this award shall be decided by the Signatory Official. The Signatory Official shall furnish MI DNR a written copy of the decision.
2. Decisions of the Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, MI DNR appeal(s) the decision to the Forest Service's Director, State & Private Forestry (SPF). Any appeal made under this provision shall be in writing and addressed to the Director, SPF, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Signatory Official.
3. In order to facilitate review on the record by the Director, SPF, MI DNR shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, SPF is final.
5. The final decision by the Director, SPF does not preclude MI DNR from pursuing remedies available under the law.

Q. AWARD CLOSEOUT. MI DNR must submit, no later than 120 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award.

Any unobligated balance of cash advanced to MI DNR must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.344(d).

If this award is closed without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

R. TERMINATION. This award may be terminated, in whole or part pursuant to 2 CFR 200.340.

S. DEBARMENT AND SUSPENSION. MI DNR shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should MI DNR or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary. The Recipient shall adhere to 2 CFR Part 180 Subpart C in regards to review of sub-recipients or contracts for debarment and suspension.

All subrecipients and contractors must complete the form AD-1048, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions. Blank forms are available electronically. Completed forms must be kept on file with the primary recipient.

T. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise therefrom, either directly or indirectly.

U. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.

   a. You as the Recipient, your employees, Subrecipients under this award, and Subrecipients' employees may not:

      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

      (2) Procure a commercial sex act during the period of time that the award is in effect; or

      (3) Use forced labor in the performance of the award or subawards under the award.

   b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:

      (1) Is determined to have violated a prohibition in paragraph a.1 of this award term; or

      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:

         i. Associated with performance under this award; or

         ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),''.

2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

   a. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—

(1) Associated with performance under this award; or

(2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ‘‘OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),’’

3. Provisions applicable to any recipient.

   a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.

   b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:

      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.

   c. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

   a. ‘‘Employee’’ means either:

      (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or

      (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

   b. ‘‘Forced labor’’ means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

   c. ‘‘Private entity’’:

      (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

      (2) Includes:

         i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

         ii. A for-profit organization.

   d. ‘‘Severe forms of trafficking in persons,’’ ‘‘commercial sex act,’’ and ‘‘coercion’’ have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

V. DRUG-FREE WORKPLACE.

1. MI DNR agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives federal funding. The statement must

   a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;

   b. Specify the actions MI DNR will take against employees for violating that prohibition; and

   c. Let each employee know that, as a condition of employment under any award, the employee:

      (1) Shall abide by the terms of the statement, and

      (2) Shall notify MI DNR in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace, and shall do so no more than 5 calendar days after the conviction.

2. MI DNR agree(s) that it will establish an ongoing drug-free awareness program to inform employees about

   a. The dangers of drug abuse in the workplace;

   b. The established policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation and employee assistance programs; and

   d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.

3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this instrument, or the completion date of this award, whichever occurs first.

4. MI DNR agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the award number of each award on which the employee worked. The notification must be sent to the Program Manager within 10 calendar days after MI DNR learns of the conviction.

5. Within 30 calendar days of learning about an employee's conviction, MI DNR must either

   a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or

   b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

W. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.

1. he recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect.

3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

4. If the Government determines that the recipient is not in compliance with this award provision, it;

   a. Will prohibit the recipient's use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

b. May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

X. ELIGIBLE WORKERS. MI DNR shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). MI DNR shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

Y. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B Ä8106 (2009 Farm Bill).

Z. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

AA. PROMOTING FREE SPEECH AND RELIGIOUS FREEDOM. As a recipient of USDA financial assistance, you will comply with the following:

1. Do not discriminate against applicants for sub-grants on the basis of their religious character.
2. 7 Code of Federal Regulations (CFR) part 16.3(a), Rights of Religious Organizations.
3. Statutory and National policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom, 2 CFR 200.300.

BB. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The cooperator (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the grantee (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

1. procure or obtain, extend or renew a contract to procure or obtain;
2. enter into a contract (or extend or renew a contract) to procure; or
3. obtain the equipment, services or systems.

# ATTACHMENT B: 2 CFR PART 170

**Appendix A to Part 170—Award Term**

I. Reporting Subawards and Executive Compensation

a. Reporting of first-tier subawards.

1. *Applicability*. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report*. You must report the information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify

b. Reporting total compensation of recipient executives for non-Federal entities

1. *Applicability and what to report.*You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR 170.320;

ii. in the preceding fiscal year, you received—

A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards), and

B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. *Where and when to report*. You must report executive total compensation described in paragraph b.1. of this award term

i. As part of your registration profile at https://www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highlycompensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) and,

B. $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

   i. To the recipient.

   ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

   i. Subawards, and

   ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

   i. A Governmental organization, which is a State, local government, or Indian tribe;

   ii. A foreign public entity;

   iii. A domestic or foreign nonprofit organization; and,

   iv. A domestic or foreign for-profit organization

3. Executive means officers, managing partners, or any other employees in management positions.

4. Subaward:

   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.331).

   iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. Subrecipient means a non-Federal entity or Federal agency that:

   i. Receives a subaward from you (the recipient) under this award; and

   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6 Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)).

END OF ATTACHMENT B: 2 CFR PART 170

# ATTACHMENT C: WHISTLEBLOWER NOTICE

Whistleblowers perform an important service to USDA and the public when they come forward with what they reasonably believe to be evidence of wrongdoing. They should never be subject to reprisal for doing so. Federal law protects federal employees as well as personal services contractors and employees of Federal contractors, subcontractors, grantees, and subgrantees against reprisal for whistleblowing. USDA bears the responsibility to ensure that nothing in a non-disclosure agreement which a contractor, subcontractor, grantee, or subgrantee requires their employees to sign should be interpreted as limiting their ability to provide information to the Office of Inspector General (OIG).

41 U.S.C. Ä 4712 requires the head of each executive agency to ensure that its contractors inform their workers in writing of the rights and remedies under the statute. Accordingly, it is illegal for a personal services contractor or an employee of a Federal contractor, subcontractor, grantee, or subgrantee to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

To be protected under 41 U.S.C. Ä 4712, the disclosure must be made to one of the following:

- Member of Congress, or a representative of a committee of Congress;
- The OIG;
- The Government Accountability Office (GAO);
- A Federal employee responsible for contract or grant oversight or management at USDA;
- An otherwise authorized official at USDA or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Under 41 U.S.C. Ä 4712, personal services contractors as well as employees of contractors, subcontractors, grantees, or subgrantees may file a complaint with OIG, who will investigate the matter unless they determine that the complaint is frivolous, fails to allege a violation of the prohibition against whistleblower reprisal, or has been addressed in another proceeding. OIG's investigation is then presented to the head of the executive agency who evaluates the facts of the investigation and can order the contractor, subcontractor, grantee, or subgrantee to take remedial action, such as reinstatement or back pay.

Federal Acquisition Regulation (FAR) Subpart 3.903, Whistleblower Protections for Contractor Employees, Policy, prohibits government contractors from retaliating against a contract worker for making a protected disclosure related to the contract. FAR Subpart 3.909-1 prohibits the Government from using funds for a contract with an entity that requires its employees or subcontractors to sign internal confidentiality statements prohibiting or restricting disclosures of fraud, waste, or abuse to designated persons. This prohibition does not contravene agreements pertaining to classified information. The regulation also requires contracting officers to insert FAR clause 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights, in all solicitations and contracts that exceed the Simplified Acquisition Threshold as defined in FAR Subpart 3.908. This clause requires notification to contractor employees that they are subject to the whistleblower rights and remedies referenced in 41 U.S.C. Ä 4712.

In order to make a complaint alleging any of the violations mentioned above, one should complete the OIG Hotline form located at: https://www.usda.gov/oig/hotline. For additional information, they may also visit the WPC's webpage at: https://www.usda.gov/oig/wpc or they may directly contact the WPC at OIGWPC@oig.usda.gov.

OMB No. 0505-0027
Expiration Date: 09/30/2025

# Certification Regarding Debarment, Suspension,Ineligibility and Voluntary Exclusion
## Lower Tier Covered Transactions

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. Ä 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR ÄÄ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page two before completing certification.)***

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

| ORGANIZATION NAME | PR/AWARD NUMBER OR PROJECT NAME |
|---|---|
| City of Oak Park | IRA-2025-0030 |

| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) |
|---|
| |

| Signature | DATE |
|---|---|
| | |

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

## *Instructions for Certification*

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

OMB No. 0505-0027
Expiration Date: 09/30/2025

# Certification Regarding Drug-Free Workplace Requirements (Grants)
## Alternative I – For Grantees Other Than Individual

*The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. Ä 552a, as amended). This certification is required by the regulations implementing ÄÄ 5151-5160 of the Drug-Free Workplace Act of 1998 (Pub. L.100-690, Title V, Subtitle D: 41 U.S.C. Ä 8101 et seq.), and 2 CFR Parts 182 and 421. The regulations were amended and published on June 15, 2009, in 74 Fed. Reg. 28150-28154 and on December 8, 2011, in 76 Fed. Reg. 76610-76611. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the grant.*

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal or civil fraud, privacy, and other statutes may be applicable to the information provided.*

***(Read instructions on page three before completing certification.)***

A. The grantee certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about –
   a. The dangers of drug abuse in the workplace;
   b. The grantee's policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug-abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.1.
4. Notifying the employee in the statement required by paragraph A.1 that, as a condition of employment under the grant, the employee will –
   a. Abide by the terms of the statement; and
   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than 5 calendar days after such conviction;
5. Notifying the agency in writing, within 10 calendar days after receiving notice under subparagraph A.4.b from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph A.4.b, withrespect to any employee who is so convicted –
   a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or, local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs A.1 through A.6.

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

| PLACE OF PERMFORMANCE *(Street Address, City, County, State, Zip Code)* | |
|---|---|
| 14300 Oak Park Boulevard, Oak Park, Oakland County, Michigan, 48237 | |
| Check Ã if there are workplaces on file that are not identified here | |
| ORGANIZATION NAME | PR/AWARD NUMBER OR PROJECT NAME |
| City of Oak Park | IRA-2025-0030 |
| NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) | |
| | |
| SIGNATURE(S) | DATE |
| | |

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

## *Instructions for Certification*

(1) By signing and submitting this form, the grantee is providing the certification set out on pages 1 and 2 in accordance with these instructions.

(2) The certification set out on pages 1 and 2 is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

(3) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

(4) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

(5) If the workplace identified to the agency changes during the performance of the grant, the grantee must inform the agency of the change(s). If it previously identified the workplaces in question, see instruction (3) above.

(6) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

- "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act, 21 U.S.C. Ä812, and as further defined by 21 CFR ÄÄ 1308.11-1308.15.
- "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
- "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all "direct charge" employees (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the grantee's payroll, or employees of subrecipients or subcontractors in covered workplaces).

# CITY OF OAK PARK, MI
# STAFF REPORT

# 9.B.2

**AGENDA FOR:** July 7, 2025

**SUBJECT:** Award Albaugh Masonry the contract for the 2025 Event Hub Project in the total amount of $600,800.00.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, DPW Director

**SUMMARY:** At the November 4, 2024 regular meeting of the Oak Park City Council, the request to bid the 2025 Event Hub Project was approved (CM-11-319-2024). The project was advertised and on April 29, 2025 bids were received and opened. Albaugh Masonry was the low bidder for bid category G - Masonry. While our Construction Manager holds the majority of our Event Hub contracts, the city will hold a few of the contracts. The Albaugh contract is one of those contracts. Frank Rewold will still manage this work. Post bid interviews were held and the administration is comfortable with this contractor.

**FINANCIAL STATEMENT:** Funding is available in the Parks and Recreation Improvement Fund (407-18.444-970) for this project and this amount is accounted for in the project GMP.

**RECOMMENDED ACTION:** It is recommended that the City Council award the masonry bid for the 2025 Event Hub Project to Albaugh Masonry the total amount of $600,800.00. If is further recommended to allow the City Manager to execute the contract on behalf of the city, upon final review by the City Attorney. Funding is available in the Parks and Recreation Improvement Fund (407-18.444-970) for this project.

**EXHIBITS:**

1. Albaugh Masonry Contract

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

# Contract 11644-26

**Project:** 11644 **-** Oak Park Event Hub and Bandshell
14000 Oak Park Boulevard
Oak Park, Michigan 48237

Albaugh Masonry Stone & Tile
4422 Clintonville Road
Waterford, MI 48329

| | | | |
|---|---|---|---|
| **DATE CREATED:** | 06/16/2025 | | |
| **CONTRACT COMPANY:** | Albaugh Masonry Stone & Tile<br>4422 Clintonville Rd.<br>Waterford, Michigan 48329<br>Phone: (248)762-1711<br>Fax: (248) 335-4854 | **CREATED BY:** | Lillian Wilson **(Frank Rewold and Sons, Inc.)**<br>303 E. Third Steet, Suite 300<br>Rochester, Michigan 48307 |
| **CONTRACT STATUS:** | Draft | **EXECUTED:** | No |
| **START DATE:** | | **SIGNED CONTRACT RECEIVED DATE:** | |
| **ESTIMATED COMPLETION DATE:** | | **ACTUAL COMPLETION DATE:** | |
| **DEFAULT RETAINAGE:** | 10.0% | | |

**DESCRIPTION:**

To provide the labor and material necessary to complete the Masonry, as per the attached Letter of Intent.

Base Bid = $600,800.00

Total Subcontract = **$600,800.00**

Subcontract terms are attached and apply.

Contractual Safety form is attached, please fill out entirely.

Submit certificate of insurance meeting all requirements as per sample attached, listing Frank Rewold & Sons and City of Oak Park as additional insured.

Submit MSDS for MIOSHA compliance prior to start of work.

Indicate project number 11644 on all AIA billings emailed to **accounting@frankrewold.com** by the **20th** of the month projected to month end.

**INCLUSIONS:**

**EXCLUSIONS:**

**ATTACHMENTS:**

11644 Oak Park Event Hub and Bandshell - Letter of Intent - Albaugh Masonry and Stone.pdf, Albaugh (OH) - Owner Held agreements.pdf, COI Sample . Owner Held.pdf, 5. Contractual Project Safety Rules Fillable.pdf

| # | Budget Code | Description | Amount |
|---|---|---|---|
| 1 | **04-2000.600 Masonry.Subcontractors** | | **$600,800.00** |
| | | | |
| | | **Grand Total:** | **$600,800.00** |

**City of Oak Park**
10600 Capital Avenue
Oak Park, MI 48237

| | |
|---|---|
| **SIGNATURE** | **DATE** |

**Albaugh Masonry Stone & Tile**
4422 Clintonville Rd.
Waterford, Michigan 48329

Scott A. Albaugh
Digitally signed by Scott A. Albaugh
DN: C=US, E=salbaugh@albaughmasonry.com, O=Albaugh Masonry Stone and Tile Inc., OU=President, CN=Scott A. Albaugh
Date: 2025.06.18 16:56:01-04'00'

| | |
|---|---|
| Scott A. Albaugh | 6-18-2025 |
| **SIGNATURE** | **DATE** |

May 23, 2025

**SENT BY EMAIL**

Jim Burnand
Albaugh Masonry Stone and Tile
2505 Dixie Hwy.
Waterford, MI 48328

**RE: LETTER OF INTENT**
**Oak Park Event Hub and Bandshell**
**Frank Rewold & Sons Inc. Project No. 11644**

Dear Jim:

The City of Oak Park has authorized Frank Rewold & Sons Inc., as its construction manager, to issue you a contract for the Oak Park Event Hub and Bandshell project. The value of your contract being prepared is $600,800.

| | |
|---|---|
| Base Bid | $ 600,800 |
| T.A. - Furnish and install one coat of decorative CMU surface water repellant at exterior decorative CMU, including bandshell. Reference 099100 – Painting/3.06/B/1 | - |
| T.A. - Furnish and install one coat of decorative CMU surface water repellant at interior decorative CMU. Reference 099100 – Painting/3.06/B/1 | - |
| T.A. - Additional masonry work to accommodate foundations as detailed at interior locations where noted, assumed starting on thickened slabs in the base bid | - |
| T.A. - Delete decorative masonry veneer at bandshell and make a single wythe decorative masonry veneer without the accent pieces | - |
| T.A. - Add $21.22 per laborer (not mason) hour if the bidder is non-union for additional costs. Proposed labor hours to be provided prior to issuance of contract | - |
| Performance and Labor Bond | - |
| Contract Recommendation | $ 600,800 |

The work consists of that described by Bid Category G - Masonry including all associated drawings and specifications. These documents are called Bids and Permits dated March 26, 2025, and Addendum 1 dated April 22, 2025.

As part of the documents, Frank Rewold and Son's Project Manual is included, including Bid Memorandum 1 dated April 24, 2025. Additionally, the milestone schedule and logistics plan for this project and the post bid interview notes listed below, if any, are included.

- Upon issuance of contract, pricing locked in. Discussed tariffs, and no issue upon issuance of contract. Discussed and agreed all products comply with BABAA requirements
- Verify Trade Alternates a final time with FRS/owner prior to ordering/releasing material. Notify FRS prior to any cost increases, so a decision can be made. Price for anti-graffiti coating includes both bandshell and event hub

- Understands that subcontractor proposal/line item quote and quantities are not necessarily accepted and is per plans, specifications, and work scope. Reviewed this in-depth and is well understood. One notable item, bid amount varied. Amount listed on bid form, $600,800, is correct amount
- Discussed and reviewed complexities of steel integration into masonry. Reviewed in depth and assured that steel and masonry coordination is included as required and is complete. Numerour mobilizations included and understands and has included, numerous ins and outs as required to accomodate schedule and coordination with other construction
- Schedule/leadtimes: 6-8 weeks after approvals for decorative block (Fendt). Discussed end of June/early July for masonry. Assured that this fits with capacity and will be fully staffed. Further, discussed summer work and fully committed to scheduling and being there when and as needed, properly staffed. Around four months for both load bearing and veneer. Timing is approximately 2/3 for load bearing and 1/3 for veneer. Committed to trying to improve durations. Initial durations seem excessive
- Rebar shops included. Engineered fall protection plan with external bracing included
- Discussed flashings. No noted discrepancies between what is drawn and what is specified. Has specified stainless steel fabric for base of wall flashing

A purchase order is being prepared by Rewold and will be concluded upon your submittal of a *Certificate of Insurance* and *Schedule of Values* all in compliance with the bid documents. If you have not already done so, provide required submittals within two weeks of the date of this *Letter of Intent*.

Please call me at (248) 310-0809 or email me at kryder@frankrewold.com with any questions.

Sincerely,

Kurt Ryder
Senior Estimator

**Terms of Contract Agreement**

**1.** **Contract**: On Month June 16, 2025**, City of Oak Park ("Owner")** acknowledges that **Albaugh Masonry Stone & Tile ("Contractor")** has agreed to furnish certain labor and materials to the project (Oak Park Event Hub #11644) described in this contract (Contract) pursuant to a certain contractor agreement between the contractor and the Owner of the Project.

**2.** **Performance of the Work**. Contractor shall furnish and perform the Work in a good and workmanlike manner and in strict accordance with this Contract, all applicable laws, codes, ordinances and regulations and the plans and specifications described on the first page of this Contract (the Plans and Specifications) (collectively, as the same may be amended, modified and/or supplemented in accordance with the provisions of this Contract, the Contract Documents). If a conflict exists between or within the Plans and/or Specifications, Contractor shall comply with the provision that imposes the greater duty. Contractor represents and agrees that it: (i) has carefully examined and understands the Contract Documents; (ii) has investigated the nature, locality and site of the Work and the conditions and difficulties under which it is to be performed; (iii) enters into this Contract on the basis of its own examination, investigation and evaluations of all such matters; (iv) does not reply upon any opinions or representations of Contractor or Owner or of any of their officers, agents, partners, members, shareholders or employees except as expressly set forth in the Contract Documents; and (v) is licensed to perform the Work (if so required by applicable law) and, otherwise, is qualified to perform the Work. Contractors must provide evidence of their Worker's Compensation Experience Modification Rating (EMR) to Frank Rewold & Sons Inc. prior to award of any contract and any EMR exceeding 1.0 will require explanation, which is subject to review and approval. Contractor is to notify the owner and Frank Rewold & Sons Inc. if at any time during the term of the contract their EMR rises above 1.0. Contractor makes no warranty or representation that the Plans or Specifications meet all governmental laws, codes, ordinances or regulations now existing or hereafter promulgated.

**3.** **Terms of Payment**. The Owner's payment to Contractor for the Work is an express condition precedent to Contractor's obligations to pay Contractor hereunder. The contract amount shall be payable to Contractor as follows:

(a) Not less than ten (10) days prior to Contractor's first application for payment, Contractor shall provide to Owner a Schedule of Values allocating the entire contract amount among the various portions of the Work, which Schedule of Values shall be prepared in such a form and supported by such data to substantiate its accuracy as Owner may require. The Schedule of Values shall be used as a basis for reviewing each application for payment.

(b) Owner shall (i) pay Contractor within thirty (30) business days following completion of the portion of the Work for which Contractor seeks payment; and (ii) receive proper waivers of lien and sworn statements from Contractor and any subcontractors, suppliers and laborers furnishing labor or material through or under Contractor.

(c) Applications for payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage completion shall be the lesser of (i) the percentage of that portion of the Work, which has actually been completed or (ii) the share of the contract amount allocated to that portion of the Work in the Schedule of Values.

(d) Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

(i) Take that portion of the contract amount properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the contract amount allocated to that portion of the Work in the Schedule of Values, less retainage of ten percent (10%).

(ii) Subtract aggregate of previous payments made by Owner.

(iii) Subtract amounts that are determined to have been improperly paid to Contractor pursuant to previous applications for payment as a result of errors subsequently discovered by Owner.

(e) Retainage and the unpaid balance of the contract amount shall be paid within ten (10) days after the last of the following to occur; subject to the provisions of MCL 125.1563

(i) Final completion of the Work in accordance with the Contract Documents (including, without limitation, all punch list work).

(ii) Acceptance of the Work by the Owner of the Project and the Project Architect.

(iii) Proper evidence that all entities supplying labor and/or material in connection with the Work have been fully paid (including all fringe benefits) and Contractor's receipt of as-built drawings of the Work and all operation manuals and written warranties and guaranties contemplated by the Contract Documents.

(f) No payments made under this Contract shall be construed as evidence of Contractor's proper or complete performance of the Work or Contractor's obligations hereunder, and no payment shall be construed to be an acceptance of defective Work.

(g) Contractor agrees to promptly pay the amounts due to all subcontractors, consultants, suppliers and laborers furnishing labor and/or materials to the Project through or under Contractor.

(h) Contractor shall not stop the Work in the event of a dispute as to payments owed provided that all uncontested amounts properly due Contractor has been paid in accordance with this Contract.

(i) All payment requests shall be submitted on AIA G702/G703 Application and Certificate for Payment forms or such other form as required by Owner with an accompanying Sworn Statement in accordance with the billing date set forth in this Subcontract. Said request shall not include unapproved change order work and may be rejected if unapproved change order work is included on the payment request.

**4.** **Commencement and Completion**. Contractor agrees that its Work will be begin by the start date set forth in the project schedule prepared by the Owner and shall be completed by the date set forth in the Owner's most recent schedule for completion of the

Contractor's work. Contractor shall sequence and complete the work. Contractor recognizes that Owner shall suffer financial loss if the work is not completed within the time specified above and further agrees that Contractor shall be liable to Owner therefore.

**5.** **Attendance at Meetings; Updated Work Schedule**. A duly authorized representative of Contractor shall attend all periodic job meetings held on site as required by the Owner. At which time Contractor shall present an updated Work schedule subject to Owner's approval and be prepared to discuss the details of the Work. In addition to Contractor's obligation to provide updated work schedules to Owner at periodic job meetings, Contractor shall provide Owner with updated Work Schedules at such other times as Owner may request from time to time through the course of construction.

**6.** **Supervision of Construction**. Contractor shall supervise the Work using its best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work or the requirements of the Plans and Specifications. Contractor shall be responsible to Owner for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the work through or under Contractor. Contractor shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him or her. Contractor shall also be liable for any fines/violations/remediation for causing or allowing employees to work in an unsafe environment as deemed by MIOSHA/OSHA requirements.

**7.** **Work of Others**. Should Contractor, its subcontractors or suppliers cause damage to the Work of any other contractor, subcontractor and/or supplier on the Project, Contractor agrees to compensate such other contractor, subcontractor and/or supplier to the extent of its/their damage. If Contractor fails to pay such costs within ten (10) days after receipt of written notice from Owner, Owner may deduct the amount thereof from any sums due or to become due Contractor hereunder.

**8.** **Cleanup and Removal**. Contractor shall maintain the areas in which it performs the work in a clean, neat and safe condition and shall comply promptly with instructions from Owner with respect thereto, upon completion of each stage, or when requested by Owner. Contractor shall remove from the areas in which it performs the work, to the satisfaction of Owner, all of contractor's rubbish, debris, materials, tools and equipment; and if Contractor fails to do so promptly, Owner may, after twenty-four (24) hours' notice to Contractor, remove the same to any place of storage or dumping ground, at Contractor's risk and expense and without responsibility for loss, damage or theft. All storage or removal costs incurred by Owner shall be deductible from any payment or balance due Contractor hereunder.

**9.** **Theft, Loss, and Damage to Work**. Contractor shall be responsible for any loss, damage, or theft of its materials, work performed, and equipment pending completion of the work. In the event such loss, damage, or theft should occur; Contractor shall not be relieved of its contractual responsibility to perform all work prior to the Completion Date and in accordance with the Schedule.

**10.** **Lien Waivers; Trust Fund: Miscellaneous Rights of Owner**.

(a) Contractor shall pay, or cause to be paid in full, for all materials, labor, and any and all obligations incurred in its performance under this Contract, or by its agents, suppliers, contractors or subcontractors, working under or through Contractor. Any and all payments to Contractor are conditioned upon prior delivery to Owner of full waivers of liens, lien rights and payment bond rights for all labor and materials furnished by Contractor, its subcontractors, suppliers and any person or entity working through or under them for work completed at the time of such payment. No payment hereunder shall be made until and unless said waivers are furnished with each payment request.

(b) Contractor agrees that all payments received by it shall be deemed to be, and constitute, a trust fund, and shall be first used and applied by Contractor in payment for all materials, labor and any and all other obligations incurred in connection with the work, prior to their use and application by Contractor for its own or any other purpose.

(c) In addition, Contractor hereby grants to Owner the following rights: (i) to request names, phone numbers, copies of agreements and account status reports as to any of Contractor's own suppliers, subcontractors, labor unions or workmen; (ii) to audit Contractor's records to verify the account status of any Contractor's own suppliers, subcontractors, labor unions or workmen; and (iii) to make direct payment of amounts properly payable to any of Contractor's own suppliers, subcontractors, labor unions, or workmen where Owner determines that Contractor has failed to make required payments to such entities. Any such payments so made by Owner shall be deemed a proper credit in like amount against amounts due from Owner to Contractor. Payment by Owner to any subcontractor, laborer or supplier of Contractor shall not relieve Contractor of any obligations to Owner under these General Terms and Conditions. Owner, in its sole discretion, may make payment by checks payable jointly to Contractor and any subcontractor, laborer or supplier of Contractor.

(d) With each invoice submitted, the Contractor shall furnish a Sworn Statement listing each of its subcontractors, suppliers, laborers and union funds relating to the Project showing the amounts due and unpaid to each, together with waivers of liens from all sub/subcontractors and suppliers.

**11.** **Permits, Bonds and Taxes**. Contractor, at its own expense and cost, shall apply for and obtain all necessary permits and inspections as required by law for the performance of the Work. Contractor is responsible for paying all required taxes, bonds and licenses relating to the Work, including without the limitation the cost of the payment and performance bonds required by law.

**12.** **Warranty**. **NEITHER THE FINAL NOR ANY PROGRESS PAYMENTS SHALL RELIEVE CONTRACTOR OF RESPONSIBILITY FOR FAULTY MATERIALS OR WORKMANSHIP. CONTRACTOR HEREBY WARRANTS THAT THE WORK SHALL BE WITHOUT FAULT OR DEFECT FOR THE PERIOD SET FORTH IN THE PRIME CONTRACT OR FOR A PERIOD OF ONE (1) YEAR FROM FINAL COMPLETION OF THE PROJECT, WHICHEVER IS LONGER. CONTRACTOR AGREES TO**

**COMMENCE CORRECTIVE ACTION WITHIN FIVE (5) BUSINESS DAYS OF BEING NOTIFIED BY OWNER OF WORK WHICH IS INCOMPLETE OR DEFECTIVE. CONTRACTOR AGREES TO PERFORM AND COMPLETE AT ITS COST ANY WARRANTY WORK WITH ALL DUE DILIGENCE. IF CONTRACTOR FAILS TO PERFORM THE REQUIRED CORRECTIVE ACTION IN A TIMELY FASHION, OWNER MAY CAUSE THE WORK TO BE PERFORMED BY OTHERS AND CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS OF SAME AND OWNER MAY DEDUCT SUCH COSTS FROM ANY PAYMENTS DUE CONTRACTOR, WHICH REMEDY SHALL BE IN ADDITION TO AND NOT A LIMITATION OF ALL RIGHTS AND REMEDIES OF OWNER UNDER THE APPLICABLE CONTRACT, THESE GENERAL TERMS AND CONDITIONS, OR UNDER LAW OR IN EQUITY.**

**13. Insurance and Indemnification**.

Contractor shall, at its own expense, maintain at least the following minimum insurance coverages or such greater coverages or limits.

A. Provide for and maintain through an insurance company licensed in the state of Michigan WITH A BEST'S RATING OF A-, VIII OR BETTER and acceptable to the Owner, COMMERCIAL general liability, employer's liability and worker's compensation, comprehensive automobile insurance AND UMBRELLA/EXCESS for the Contractor and its employees with limits in amounts and other coverages as set forth below and to furnish Certificates of Insurance of such insurance coverages to the Owner. The Contractor shall not perform work on the site until an insurance certificate evidencing coverages, limits, and other requirements outlined below has been provided to the Owner. with Owner identified as an Additional Insured on Commercial General Liability, Umbrella, and Professional Liability

1. Provide Owner with a Certificate of Insurance on an Accord Certificate Form 25-S, or a comparable form, which is satisfactory to Owner. A 30-Day notice of cancellation is required. The words "Endeavour to" and "but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents or representative" shall be stricken or removed from the notice of cancellation.

2. The Insurance Certificates shall reflect the following types of coverages in amounts not less than that stated:

i. Worker's Compensation Insurance covering your statutory obligation in the state(s) which the work for us is to be performed and Employer's Liability Insurance with limits of $1,000,000.00 Each Accident, $1,000,000.00 Disease – Policy Limit and Disease – Each Employee $1,000,000.00.

ii. Automobile Liability Insurance with a combined single limit for bodily Injury and Property Damage Liability of $1,000,000.00 per accident covering your owned, non-owned, and hired automobiles.

iii. Commercial General Liability Insurance written on an Occurrence Policy Form which includes coverage for your operations, personal injury, CU (explosion, collapse and underground), Independent contractors, contractual and products/completed operations with the following limits of liability; PER JOB SITE AGGREGATE.

a.

| | |
|---|---|
| General Aggregate | $2,000,000.00 |
| Products/Comp. | 2,000,000.00 |
| Personal and Adv. Injury | 1,000,000.00 |
| Each Occurrence | 1,000,000.00 |

b. Products/Completed Operations Liability must be maintained for not less than three (3) years after acceptance of your work.

iv. Excess or Umbrella Liability Insurance with occurrence/aggregate limit displayed below.

a. Type I, Contractors – Asphalt Paving, Curtain Walls AND Windows, Demolition, Drywall, Electrical, Elevator, Erection, Excavation, Fencing, Fireplace, Fire Protection, Masonry, Mechanical, Plumbing including excavation, Pool, Roofing, Rough Carpentry, Concrete Flatwork, Sewer/Water, Structural Steel, Underground Utilities, and similar.

$5,000,000.00 occurrence/aggregate excess/umbrella or

b. Type II, Contractors – Cabinets, Caulking, Finish Carpentry, EIFS, Flagpoles, Floor Covering, Floor Finishes, Glass and Aluminum, Insulation, Kitchen Equipment, Landscaping, Metal or Vinyl Siding, Millwork, Miscellaneous Specialties, Overhead Doors, Painting, Plastering, Plumbing without excavation, Signs, Telephone/Security/Audio Systems, Tile, Toilet Partitions, Wallpaper, Waterproofing, and similar.

$2,000,000.00 occurrence/aggregate excess/umbrella.

v. PROFESSIONAL LIABILITY INSURANCE WITH LIMITS OF $1,000,000.00 PER CLAIM AND AGGREGATE WHEN PROVIDING PROFESSIONAL DESIGN SERVICES ASSOCIATED WITH THIS AGREEMENT.

3. **OWNER AND FRANK REWOLD AND SON SHALL BE NAMED AS ADDITIONAL INSUREDS ON THE GENERAL LIABILITY, AUTOMOBILE AND UMBRELLA POLICIES REQUIRED HEREUNDER.** CONTRACTOR AGREES THAT THE ADDITIONAL INSURED ENDORSEMENTS SHALL COVER COMPLETED OPERATIONS.

4. The General Liability coverage for the additional insureds shall be "work performed" and "shall be primary with other insurance maintained by the additional insured being excess and noncontributing to the Contractor's insurance." Language to this effect shall be provided on the Certificate of Insurance. Any deviation in coverage provided by the Standard 1986 ISO Simplified General Liability Policy must be clearly noted and shall be finding hereunder until accepted in writing by the Owner.

5. General LIABILITY and auto liability limits may be attained by individual policies or by a combination of individual, umbrella, and/or excess liability policies.

6. THERE SHALL BE NO RESIDENTIAL EXCLUSION IN ANY POLICY THAT IS PROVIDED TO SATISFY THESE REQUIREMENTS IF THE PROJECT IS OF A RESIDENTIAL NATURE.

B. Waiver of Subrogation: CONTRACTOR SHALL WAIVE AND REQUIRE ITS INSURERS PROVIDING COVERAGE BY THESE REQUIREMENTS TO WAIVE SUBROGATION RIGHTS AGAINST THE OWNER,

AND ALL OTHER ADDITIONAL INSURED FOR LOSSES AND DAMAGES INCURRED AND/OR PAID UNDER THE INSURANCE POLICIES REQUIRED BY THESE REQUIREMENTS OR OTHER INSURANCE APPLICABLE TO CONTACTOR OR ITS SUBCONTRACTORS, SUPPLIERS, ETC. AND WILL INCLUDE THIS SAME REQUIREMENT IN CONTRACTS WITH THESE PARTIES. IF THE POLICIES OF INSURANCE REFERRED TO IN THIS PARAGRAPH REQUIRE AN ENDORSEMENT TO PROVIDE FOR CONTINUED COVERAGE WHERE THERE IS A WAIVER OF SUBROGATION, THE OWNERS OF SUCH POLICIES WILL CAUSE THEM TO BE SO ENDORSED.

Owner and Contractor waive all rights they may have against each other, the Owner, the Architect/Engineer and other consultants, and other subcontractors for damages covered by builder's risk or other property insurance, except rights they may have to the proceeds of such insurance. Contractor shall require its vendors, suppliers, and sub-subcontractors, by written agreement, to waive all rights they may have against the same parties for damages covered by builder's risk or other property insurance except the rights to proceeds of such insurance.

C. Contractor assumes and undertakes the entire risk of any and all personal injuries and/or property damage arising out of or in any connected with the Work. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Owner of the Project, their respective officers, members, directors, employees, agents and representatives from and against any and all damages, expenses, claims and suits of whatever kind or nature (including attorney fees) arising out of or in any way connected with the Work, unless the injuries or damages are caused by the sole negligence of the party to be indemnified. The provisions of this section shall survive termination of this subcontract.

**14.** **Time is of the Essence**. Time is of the essence of Contractor's performance of the Work. Contractor agrees to complete the Work by the Completion Date, and to do the Work at greater or lesser speeds and at such times and in such quantities as in Owner's judgment are required for the best possible progress of the construction of the Project or as shall be specifically requested by Owner. Contractor also shall so conduct the Work as to facilitate and so as not to interfere with or delay the work of Owner any other subcontractor or contractor employed on the job.

**15.** **Alterations/Change Orders/Claims**.

(a) No additions, deductions, changes or alterations shall be made to the Work and no claim for changed or extra work or materials (in any event, Additional Work) shall be recognized except on written order signed by the Owner or an officer of Owner. No other employee of the Owner will be authorized to alter or issue change orders to this Contract. The amount to be paid by, or credited to, Owner as a result of any such additions, deductions, changes or alterations shall be stated in the order.

(b) All claims by Contractor for (i) loss or damage against Owner; and/or (ii) an extension of the completion date, however arising, shall be made to Owner within fourteen (14) days from (i) the date Contractor first sustains any such loss or damage; or (ii) the date on which the event giving rise to an alleged delay or need for an extension of the Completion Date first occurs. If Contractor fails to make such claim within that time by a written statement setting forth all items of loss, damage and/or delay, as applicable, the amount and details thereof, or if Contractor fails to render each day thereafter a written itemized statement of the details and amounts of any continuing claim for each loss, damage or delay duly verified by Contractor, its rights to damages and reimbursement therefore and any rights to any extension of the Completion Date shall be deemed to have been waived and forfeited and Contractor shall not be entitled to any payment, or any extension of the Completion Date, on account of any such claimed loss, damage or delay, notwithstanding anything to the contrary herein. Contractor shall only be entitled to payment for any such claims upon Owner's actual receipt of payment from the Owner for Contractor's claim(s).

**16.** **Contractor's Default**. If Contractor (i) fails to perform the Work or any part thereof with promptness and diligence; (ii) delays the progress of the Project; (iii) becomes bankrupt or insolvent; (iv) fails to sufficiently supply properly skilled workmen or materials of proper quality; (v) fails to pay its subcontractors, suppliers or laborers the amounts properly due said persons or entities; (vi) fails to pay workers' compensation or other employee benefits; (vii) fails to comply with the safety provisions of these General Terms and Conditions, its own safety plan or any safety plan of Owner, or with any safety order, regulation or requirement of any governing authority having jurisdiction over this Project; (viii) shall file a voluntary petition in bankruptcy or be adjudicated insolvent, obtain an order for relief under Section 301 of the Bankruptcy Code, file any petition or fail to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief or debtors, or seek or consent to or acquiesce in the appointment of any trustees, receiver or liquidator of any of its assets or property, make an assignment for the benefit of creditors; or make an admission in writing of its inability to pay its debts as they become due; (ix) defaults on any other contract with Owner, or (x) fails in any other respect to comply with the Contract Documents, then, in addition to any other remedies available at law or in equity and/or under this Contract:

(a) Owner may require that Contractor utilize, at Contractor's own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Subcontractor's default; and/or

(b) After forty-eight (48) hours' written (or oral, confirmed in writing) notice to Contractor, Owner may remedy Contractor's default by whatever means Owner may deem necessary or appropriate, including, without limitation, providing such labor and materials as may be necessary to properly complete the Work, whereupon Owner may deduct the cost and expense thereof from any money then due or thereafter to become due Contractor under the applicable Contract; and/or

(c) After giving Contractor forty-eight (48) hours' written (or oral, confirmed in writing) notice, terminate the applicable Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties; and/or

(d) Owner may recover from Contractor all costs incurred by Owner to complete the Work plus a ten percent (10%) markup for overhead and profit, and further recover from Contractor all losses, damages, penalties and fines, whether actual or liquidated, direct or consequential, and all reasonable attorneys' fees suffered or incurred by Owner as a result of said default(s); and/or

(e) Owner may bar Contractor from the job site and to take possession for the purpose of completing the Work included under the Contract Documents, all materials, tools, scaffolding, apparatus, machinery and equipment thereon, and to employ or contract with any other person or persons to finish the Work.

(f) Contractor shall not be entitled to receive any further payment under this Contract until the Work shall be wholly finished, at which time if the unpaid balance of the amount to be paid on this Contract shall exceed the expense incurred by Owner in finishing the Work, then such unpaid balance, after deducting any loss, damage or expense, by reason of Contractor's failure to adequately perform, including damages for delays, and expense for attorney's fees, shall be paid to Contractor by Owner. In case the costs, expenses, losses and damage of such work exceeds the unpaid balance, Contractor shall immediately pay the amount of such excess to Owner.

(g) If, as a matter of law, the Owner does not have the right, due to a bankruptcy proceeding involving the Contractor, to exercise the remedies provided for in this Contract, then if Contractor, as debtor or its trustee, wishes to assume the applicable Contract, in addition to curing or adequately assuring the cure of all the Contractor's defaults existing under this Contract on the date of filing of the proceedings and thereafter, Contractor, as debtor, or its trustee, must also furnish adequate assurances of future performance under this Contract.

(h) In the event that Owner is later determined to have improperly terminated this Contract under this Article 16, such termination shall be deemed to have occurred under the following Article 17.

**17.** **Owners' Right to Terminate Contract**. Anything to the contrary herein notwithstanding, Owner, in its sole discretion, may terminate this Contract at any time, without cause, by giving at least forty-eight (48) hours' prior written notice of such termination to Contractor. Upon any termination of a Contract, and subject to all of the terms and provisions herein contained, Contractor shall be entitled to payment for all accepted Work furnished and installed by it pursuant to this Contract on a pro-rata basis. No profits shall be allowed on the uncompleted portion of the Work. Owner shall only be liable for labor and materials properly furnished up to the date of termination and no profits shall be allowed on the uncompleted portion of the Work. Owner shall only be liable for labor and materials properly furnished up to the date of termination and/or materials ordered for Project, but only to the extent Contractor is liable for the cost thereof and has no ability to return uninstalled material.

**18.** **No Liability for Delays**. Owner shall not be liable to Contractor for any extra compensation or for any damages or additional costs that Contractor suffers or incurs from delays, interruptions and/or accelerations in performing the Work or furnishing materials, or other causes attributable to Contractor, Owner, other contractors, and/or Contractor's other Subcontractors. Contractor's sole remedy for delay, accelerations and/or interruptions shall be an extension of the Completion Date.

**19.** **Waiver and Remedies**. The waiver by Owner of any default or of any breach of the terms of this Contract shall not be deemed a waiver of any subsequent breach.

**20.** **Assignment**. Contractor shall not assign all or any part of this Contract, nor any Work, nor any payments due or to become due hereunder, without first obtaining Owner's written consent. In the event that Owner requests assignment of this Contract, Contractor consents to such assignment.

**21.** **Entire Agreement; Amendments; Governing Law**. Owner and Contractor acknowledge that this Contract constitutes the whole agreement between them concerning the subject matter hereof. **This Contract may not be modified or amended unless the modification or amendment is made in writing by duly authorized representatives of the Contractor and either (i) the representative who executed this Contract on behalf of Owner or (ii) an Officer of Owner.** This Contract shall be governed by and construed in accordance with the laws of the State of Michigan.

**22.** **Fees of Collection**. If Owner shall incur any cost or expense, including attorney fees, in preparing or prosecuting any claim against the Owner or in securing payment of the contract balances for work done by Contractor, Owner shall be entitled to deduct Contractor's pro rata share of such costs and expenses from the amount due to Contractor.

**23.** **Mediation/Arbitration**. At Owner's sole discretion, any dispute between Owner and Contractor in any way relating to the Work or this Contract, may be submitted to mediation and/or arbitration pursuant to the Construction Industry Rules of the American Arbitration Association then in effect. Such Mediation/Arbitration shall take place at the American Arbitration Association's Southfield, Michigan, office. Any decision of any Arbitrator rendered pursuant to an arbitration initiated or consented to by the Owner may be enforced by a court of competent jurisdiction.

**24.** **Surety Bonds.** The Owner shall have the right to require the Contractor to furnish payment and/or performance bonds covering the Work in such form and amounts as the Owner requires and with sureties that are reasonably acceptable to the Owner. If bonds are required in connection with Contractor's initial performance of the Work, all surety bond premiums shall be the obligation of the Contractor. If bonds are required by Owner subsequent to the Contractor beginning its work, the actual costs of such premiums shall be reimbursed to Contractor by Owner.

- SAMPLE - OWNER HELD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/21/2022

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| | |
|---|---|
| PRODUCER<br>Insurance Agent's Name<br>Address<br>City State Zip Code | CONTACT NAME: Agent Contact Name<br>PHONE (A/C, No, Ext): Agent Phone # — FAX (A/C, No): Agent fax #<br>E-MAIL ADDRESS: Agent email address |
| INSURED<br>Your Company Name<br>Address<br>City State Zip Code | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : ABC Insurance Company | NAIC # |
| INSURER B : XYZ Insurance Company | NAIC # |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** Sample Subcontractor COI **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE / X OCCUR<br>X Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC<br>OTHER: | X | Y | Policy # | mm/dd/yyyy | mm/dd/yyyy | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 15,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS / SCHEDULED AUTOS<br>X HIRED AUTOS / X NON-OWNED AUTOS | X | Y | Policy # | mm/dd/yyyy | mm/dd/yyyy | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| B | X UMBRELLA LIAB / X OCCUR<br>EXCESS LIAB / CLAIMS-MADE<br>DED / RETENTION $ | X | Y | Policy # | mm/dd/yyyy | mm/dd/yyyy | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | Policy # | mm/dd/yyyy | mm/dd/yyyy | PER STATUTE / OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

Asterisks here indicate additional insured. Must include Frank Rewold & Sons, Inc. and Owner. List Job Name and Job Number in description

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Where required by written contract, *** is add'l insured for General Liability per form CG 2010 1185 or equivalent as respects ongoing & completed operations on a primary & non-contributory basis and add'l insured with respects to Auto Liability. GL, Auto & Workers Comp policies include waiver of subrogation on behalf of the add'l insured as required by written contract and where allowed by law. Umbrella/Excess liability coverage follows form over GL, Auto & Employers Liability. Insurer will endeavor to mail 30 days written notice of cancellation to the certificate holder for the additional insured, however, failure to do so will impose no liability of any kind upon the insurer or its agents or representatives.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| OWNER INFORMATION IN THIS BOX | **SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**<br>AUTHORIZED REPRESENTATIVE<br>Signature of Authorized Representative |

# CITY OF OAK PARK, MI
# STAFF REPORT

# 9.B.3

**AGENDA FOR:** July 7, 2025

**SUBJECT:** Request from Limb Walkers Tree & Snow of Kenockee, MI for a contract extension of the 2024 Block Pruning Contract.

**DEPARTMENT:** Department of Public Works

**FROM:** Dave DeCoster, DPW Director

**SUMMARY:** Limb Walkers Tree & Snow has requested a contract extension of the 2024 Block Pruning Contract. The city would also like to execute a one (1) year extension of this project to perform the 2025 Block Pruning Contract. The current contract allows for two - one (1) year extensions. Exhibit A (attached) includes the unchanged pricing for this contract extension. This project includes the trimming, removal, and stumping of select trees around the City of Oak Park.

**FINANCIAL STATEMENT:** There is $95,000 budgeted for this project in the Major Streets ( 202-18.479-801) and Local Streets (203-18.479-801) budgets.

**RECOMMENDED ACTION:** It is recommended City Council approve the offer for the contract extension from Limb Walker Tree & Snow for the 2025 Block Tree Pruning Contract for a total amount of $95,000.00. Funding is available in the both the Major and Local Street Funds for this expenditure..

**EXHIBITS:**

1. Limb Walkers_Renewal letter
2. Extension for 2025 Block Pruning
3. 2025 Block Pruniung Extension_Exhibit A

Limb Walkers Tree & Snow
10073 Bryce Rd
Avoca, Mi 48006
(810)304-4665
Samantha & Jacob Cantlin

June 30th, 2025

Good Morning,

This letter is regarding our trimming services contract. We would like to renew our contract and continue building our business relationship. We hope that the city has been satisfied with our services and look forward to continuing our business relationship by accepting the renewal option for the 2025-2026 fiscal year under the same conditions and rates as the previous contract. We would like to thank you for doing business with us and look forward to another happy, healthy year.

Thank you,

Jacob and Samantha Cantlin

Limb walkers tree & snow

# 2025 BLOCK PRUNING PROJECT
# CONTRACT EXTENSION

WHEREAS on July 7, 2025, Limb Walkers Tree & Snow and the City of Oak Park (collectively referred to as the "Parties") entered into a contract for the 2025 Block Pruning Project (the "Contract") for a period of twelve (12) months, with an option to extend for an additional twelve (12) months, if mutually agreed upon by the parties.

WHEREAS, the Parties wish to extend the Contract for an amount of time not to exceed twelve (12) months for the completion of the 2025 Block Pruning Project, subject to the following modification:

1. Unit prices on the Limb Walkers Tree & Snow Proposal Form for 2024 Block Pruning Project shall not be modified. See Exhibit A for pricing.

2. The total bid amount payable under this Extension agreement shall not exceed $95,000.00 unless mutually agreed upon in writing and signed by an authorized representative of both Parties.

3. Except as specifically and expressly modified by this Extension, all terms, covenants, and conditions of the 2024 Block Pruning Project Extension Contract signed on November 3, 2024 shall continue in full force and effect, unmodified.

4. Each of the Parties have fully reviewed this Extension, have read the terms and consequences thereof do voluntarily affix their signatures as evidence of their willingness to accept and be bound by all of the terms and conditions herein.

| CITY OF OAK PARK | LIMB WALKERS TREE & SNOW |
|---|---|
| ______________________________ | ______________________________ |
| By: | By: |
| Its: | Its: |
| Date: ________________________ | Date: ________________________ |

# Exhibit A
# 2025 Block Pruning Contract Pricing

| Item # | Item Description | Total Bid Amount |
|---|---|---|
| 1 | **TRADITIONAL BLOCK PRUNING (RAISING)**<br>To provide for pedestrian and vehicular clearance. Clearance heights shall be determined at a point over the sidewalk and a lowest point of branch overhang over the street, to provide 8 feet and 14 feet respectively for several years. | $50.00 |
| 2 | **CROWN CLEANING**<br>Crown cleaning shall removal all non-productive growth of the tree and well as deadwood of 1.5” or larger throughout the entire crown of the tree. This item shall also include the pruning (crown raising) listed above. | $125.00 |
| 3 | As needed Tree Removal, 8" to 19" | $300.00 |
| 4 | As needed Tree Removal, 20" to 27" | $675.00 |
| 5 | As needed Tree Removal, 28" to 35" | $1,250.00 |
| 6 | As needed Tree Removal, 36" to 43" | $2,275.00 |
| 7 | As needed Tree Removal, 44" and over | $3,255.00 |
| 8 | As needed Stump Grinding, 8" to 19" | $100.00 |
| 9 | As needed Stump Grinding, 20" to 27" | $150.00 |
| 10 | As needed Stump Grinding, 28" to 35" | $200.00 |
| 11 | As needed Stump Grinding, 36" to 43" | $310.00 |
| 12 | As needed Stump Grinding, 44" and over | $400.00 |
| | **2025 CONTRACT AMOUNT:** | **$95,000.00** |

# POOL REPAIRS AND MAINTENANCE

It has cost the City a grand total of **$338,583** over the last five (5) years before we could open the pool to the public.

So far in FY 2024-25, we have spent approximately $15,000 on repairs

Bonds have been issued for $10 million to begin predevelopment and demolition later this year.

| Year | Cost of Repairs | Supplies | Total Before Opening |
|---|---|---|---|
| FY 2019-20 | $4,483 | $8,095 | $12,578 |
| FY 2020-21 | $165,375 | $4,424 | $169,799 |
| FY 2021-22 | $16,609 | $10,369 | $26,978 |
| FY 2022-23 | $56,454 | $11,665 | $68,119 |
| FY 2023-24 | $26,502 | $19,607 | $46,109 |

# POOL REPAIRS AND MAINTENANCE

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