



Royal Oak

NOTICE OF CITY COMMISSION MEETING

July 22, 2024 | 7:30p.m.

Royal Oak residents, visitors to the city and vendors with business before the city commission are welcome to attend all public meetings of the city commission or remotely through viewing options listed below.

Individuals attending the meetings may participate in public comment when a public hearing is opened for comment; and/or when the member of the public has an agenda item. All individuals wishing to speak will raise their hand and after being recognized by the meeting chair, shall proceed to the lectern unless a physical impairment requires adaptive alternative. They shall state their full name (providing accurate spelling) and state the topic(s) to be discussed.

Public comment is welcome for items appearing on the agenda or any matter of city concern. Public comment is made in-person during this portion of the meeting. An individual shall be allowed to speak only once during the public comment portion of a meeting agenda or a public hearing. Speakers shall be limited to a presentation of three minutes. *

View or Listen Live

**Broadcast from City Commission Chambers 121
WROK WOW Channel 10 | Comcast Channel 17**

WROK You Tube <https://www.youtube.com/channel/UC4ybfAUGhd-GQM2jbJFKbOg>

WROK Live Stream: <https://www.romi.gov/523/Live-Stream-and-Video-on-Demand>

Additional Information

Members of the public shall be allowed exhibits, displays and visual aids which will be used in connection with presentations of agenda items coming before the city commission at their meeting. Any member of the public desiring to distribute support materials shall *submit these to the city manager's office the Friday prior meeting.*

**Speakers requesting more than three minutes must have such period of time extended by a vote of the city commission. Any member of the public recognized by the meeting chair whose time to comment, or present has expired will be directed by the meeting chair to cease speaking. Should a second request from the meeting chair be required, the speaker shall immediately cease and failing to do so will cause removal of this individual from the meeting.*



Royal Oak

Agenda

Royal Oak City Commission Meeting

Monday, July 22, 2024, 7:30 p.m.

City Hall Commission Chambers Room 121

203 South Troy Street

Royal Oak, MI 48067

Anyone planning to attend the meeting who has need of special assistance under the Americans with Disabilities Act (ADA) is asked to contact the city clerk's office at 248-246-3050 at least two (2) business days prior to the meeting.

	Pages
1. Call to Order by Mayor Fournier	
2. Invocation by Mayor Pro Tem Hunt	
3. Pledge of Allegiance	
4. Approval of Agenda	
5. Police Department Check Presentation to Team Tessa	
6. Proclamation Designating July 26, 2024 as Americans with Disabilities Act Awareness Day in Royal Oak	3
7. Public Comment	
8. Consent Agenda	4
a. City Commission Meeting Minutes June 24, 2024	13
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c. Claims	
a. July 12 2024	40
b. July 23 2024	41
d. Approval of Purchase Orders	73
e. Easement Agreement for Pull-Off Lane at Royal Oak Middle School Holly Donoghue, P.E.	78
f. Award of Contract for Fair Housing Testing Services Joseph M. Murphy, Director of Planning	87
g. Award of Contract for Rent and Utility Assistance Program Joseph M. Murphy, Director of Planning	160

h.	Approval of RO Logo License Agreement, Policy/Procedure and Application Nic Grochowski	Nic Grochowski	205
i.	Approval of Amendment to Administrative Rule Change for Executive Department Heads Mark Wollenweber		216
j.	Receive and File		
	a. May 2024 Investment Report		219
9.	EBSCO Solar Library Grant Jill Martin / Sandy Irwin		221
10.	Community Energy Management Grant 2024 Jill Martin/Angela Fox		239
11.	Consideration of First Amendment to Greenfield Lane Apartments Planned Unit Development Timothy E. Thwing		266
12.	Request to Reserve American Rescue Plan Act Funds To New Affordable, Multiple-Family Housing Developments Joseph M. Murphy, Director of Planning		303
13.	Adjournment		

Proclamation Designating July 26, 2024 as Americans With Disabilities Act Awareness Day in Royal Oak

WHEREAS, the Americans with Disabilities Act (ADA) was signed into law on July 26, 1990, establishing a clear and comprehensive national mandate for the elimination of discrimination to ensure the civil rights of people with disabilities; and,

WHEREAS, the ADA has expanded opportunities for Americans with disabilities by reducing barriers, changing perceptions, and increasing opportunities for full participation and inclusion in community life; and,

WHEREAS, continued commitment to the principles of the ADA is necessary to help individuals with disabilities reach their full potential; and,

WHEREAS, on July 26, 2019, our city, state and nation will commemorate the 29th anniversary of the Americans with Disabilities Act, recognizing and celebrating the progress that has been made; and,

WHEREAS, the City of Royal Oak encourages people to reaffirm the principles of equality and inclusion laid out in the ADA and recommit our efforts to reach full ADA compliance so that every person in our city has the opportunity to succeed.

WHEREAS, the full promise of the ADA will only be reached if we remain committed to continuing our efforts to fully implement the ADA; and,

NOW, THEREFORE, the Royal Oak City Commission, do hereby proclaim July 26, 2024 in the City of Royal Oak as Americans with Disabilities Act Awareness Day.



Mayor Michael C. Fournier
City of Royal Oak





Royal Oak City Commission Meeting

June 24, 2024, 7:30 p.m.
City Hall Commission Chambers Room 121
203 South Troy Street
Royal Oak, MI 48067

Present: Mayor Fournier
Commissioner Douglas
Commissioner Herzog
Mayor Pro Tem Hunt
Commissioner Kolo
Commissioner Macey

Absent: Commissioner Cheezum

1. Call to Order by Mayor Fournier

The meeting was called to order by Mayor Fournier at 7:44 p.m.

2. Invocation by Commissioner Macey

3. Pledge of Allegiance

4. Introduction of New Staff Members

4.a Assistant Fire Chief Mike Gladieux

Assistant Fire Chief Mike Gladieux was not present at the meeting.

4.b Information Technologies Manager Christopher Gomez

Interim City Manager Wollenweber introduced the new Information Technologies Manager Christopher Gomez. IT Manager Gomez came from the University of Miami in Coral Gables. He briefly introduced himself to the commission.

5. Approval of Agenda

Moved by: Commissioner Macey

Seconded by: Commissioner Douglas

Be it resolved, the city commission hereby approves the agenda for the June 24, 2024 meeting with the addition of a recommendation to settle claim 2401723.

Motion Adopted

6. Public Comment

William Asher, 1003 Irving, congratulated the commission on approving the Rochester Road development.

Tom Hoermann, 614 Genesee, felt his neighborhood around Rochester Road was being mischaracterized.

Frank Stuglin, 1011 E Windemere, was upset about comments made about the Genesee neighborhood.

7. Consent Agenda

Moved by: Commissioner Kolo

Seconded by: Commissioner Herzog

Be it resolved that the city commission hereby approves the consent agenda as follows:

Motion Adopted

7.a City Commission Meeting Minutes June 10, 2024

Be it resolved, the city commission meeting minutes of May 20, 2024 are hereby approved.

7.b Claims

7.b.1 June 14 2024

Be it resolved, the claims of June 14 2024 are hereby approved.

7.b.2 June 25 2024

Be it resolved, the claims of June 25 2024 are hereby approved.

7.c Approval of Purchase Orders

Be it resolved, the city commission approves the following requisition/purchase orders for fiscal year 2023-24:

Requisition #	R007677 change order
Vendor:	JH Hart Urban Forestry
Requesting approval for:	\$50,000 additional for a total of \$600,000
Price Source:	estimation
Budgeted:	\$600,000

Department / Fund: solid waste / solid waste
Description: tree trimming, removal & forestry issues

Requisition # R007684 change order
Vendor: Ferguson Waterworks
Requesting approval for: \$140,000 additional for a total of \$390,000
Price Source: bid by another entity/Oakland County
contract #008704
Budgeted: \$390,000
Department / Fund: meter services / water & sewer
Description: water meters & parts

Requisition # R007752 change order
Vendor: NYE Uniform
Requesting approval for: \$5,000 additional for a total of \$160,000
Price Source: estimation
Budgeted: \$160,000
Department / Fund: police & fire / public safety
Description: uniforms for police & fire

Requisition # R007723 change order
Vendor: Ingram Library Services
Requesting approval for: \$10,000 additional for a total of \$120,000
Price Source: estimation
Budgeted: \$120,000
Department / Fund: library / library
Description: purchase books

Requisition # R008160 change order
Vendor: South Oakland Citizens for Homeless

Requesting approval for: \$30,000 additional for a total of \$80,000
Price Source: CDBG funded
Budgeted: \$80,000
Department / Fund: community development / community
development block grant
Description: operational costs

Requisition # R007763 change order
Vendor: D'Angelo Brothers Inc.
Requesting approval for: \$8,000 additional for a total of \$60,000
Price Source: bid by another entity (Oakland
County/contract #008856)
Budgeted: \$60,000
Department / Fund: water maintenance / water & sewer
Description: lead water line replacements

Requisition # R007768 change order
Vendor: Otis Elevator Company
Requesting approval for: \$1,640 additional for a total of \$60,000
Price Source: Omnia Partners/contract # 2019001563
Budgeted: \$60,000
Department / Fund: library & auto parking & fire / library & auto
parking & public safety
Description: service for elevators

Requisition # R008373
Vendor: Lifefitness
Requesting approval for: \$45,010
Price Source: Omnia Partners/contract #2021003109
Budgeted: \$45,010

Department / Fund: senior building maintenance / senior citizen services

Description: exercise equipment for senior center

Requisition # R007794 change order

Vendor: Cintas Corporation

Requesting approval for: \$5,000 additional for a total of \$40,000

Price Source: Omnia Partners/contract #222886

Budgeted: \$40,000

Department / Fund: multiple / multiple

Description: cleaning service for floor mats at city hall and other various city buildings

Requisition # R007769 change order

Vendor: Kone Inc.

Requesting approval for: \$5,000 additional for a total of \$40,000

Price Source: Omnia Partners/contract #2019001564

Budgeted: \$40,000

Department / Fund: multiple / multiple

Description: elevator repair & maintenance services

Requisition # R008101 change order

Vendor: Interior Environments

Requesting approval for: \$3,580 additional for a total of \$38,130

Price Source: quote (all individual purchases have been less than \$10,000)

Budgeted: \$38,130

Department / Fund: multiple / multiple

Description: office furniture

Requisition # R007893 change order

Vendor: Fire Defense Equipment
Requesting approval for: \$7,470 additional for a total of \$37,470
Price Source: estimation (all individual purchases are less than \$6,000)
Budgeted: \$37,470
Department / Fund: motor pool / motor pool
Description: building repair & maintenance services as needed

Requisition # R007716 change order
Vendor: TWI Tire Wholesalers
Requesting approval for: \$5,000 additional for a total of \$35,000
Price Source: estimation (all individual purchases are less than \$3,000)
Budgeted: \$35,000
Department / Fund: motor pool / motor pool
Description: tires as needed

Requisition # R007950
Vendor: 21st Century Media
Requesting approval for: \$35,000
Price Source: sole source
Budgeted: \$35,000
Department / Fund: multiple / multiple
Description: advertising & legal notices for The Daily Tribune

Requisition # R007992
Vendor: Shoreline Tours
Requesting approval for: \$30,000
Price Source: sole source

Budgeted: \$30,000
Department / Fund: senior center / senior citizen services
Description: travel costs for senior center trips

Requisition # R008299
Vendor: Royal Oak Restaurant Association
Requesting approval for: \$30,000
Price Source: approved by the DDA on August 16, 2023
Budgeted: \$30,000
Department / Fund: DDA/TIFA / DDA development
Description: beer & wine stroll/restaurant week

7.d Declaration and Disposal of Surplus Property

BE IT RESOLVED, the city commission declares the above property surplus and authorizes the disposal of the items by auction. Any net proceeds from the sale of items listed under “parks & forestry” will be deposited into the general fund miscellaneous revenue account 101.000.67100.

7.e Approval of 2024 Park Rite Agreement Amendment

Be it resolved, the city commission approves the Fourth Amendment to Parking Management Agreement between the City and Park Rite, Inc. for the management of the city’s parking garages to extend the term to June 30, 2025.

7.f Approval of Fleet Purchases

BE IT RESOLVED, the Royal Oak City Commission hereby approves the purchase of a Kubota RTV-X1100 series utility vehicle and related snow removal accessories from Weingartz Supply Co. in an amount not to exceed \$33,659.89 and authorizes staff to issue a purchase order in that amount, and;

BE IT FURTHER RESOLVED, the Royal Oak City Commission hereby approves the purchase of a Toro Groundsmaster 7210 series utility mower and related snowblower attachment from Spartan Distributors in an amount not to exceed \$71,667.68 and authorizes staff to issue a purchase order in that amount.

7.g Consideration for Approval - Parks and Recreation Advisory Board Bylaws

BE IT RESOLVED, the Royal Oak City Commission hereby approves the bylaws of Parks and Recreation Advisory Board.

7.h Award of General Engineering Consulting Services

BE IT RESOLVED, the Royal Oak City Commission hereby approves extension of the current general consulting engineering services contracts with Nowak & Fraus Engineers of Pontiac, Michigan (Contract GCES 1801A), and OHM Advisors of Livonia, Michigan (Contract GCES 1801C) until June 30, 2027; and

BE IT FURTHER RESOLVED, that the Royal Oak City Commission hereby approves the general consulting engineering services Contract GCES 2401B with Hubbell, Roth & Clark, Inc. of Bloomfield Hills, Michigan, effective until June 30, 2027, and authorizes the mayor and city clerk to execute the agreement.

7.i Approval of 2024-2026 Tentative Agreement between the City of Royal Oak and ProTech

BE IT RESOLVED, the Royal Oak City Commission hereby approves the tentative agreement with the Professional and Technical Employees Association (ProTech) dated May 29, 2024.

7.j Approval of 2024-2026 Tentative Agreement between the City of Royal Oak and the Foremen and Supervisors Association

BE IT RESOLVED, the Royal Oak City Commission hereby approves the tentative agreement with the Foremen & Supervisors Association dated June 10, 2024.

7.k National Opioid Settlement Update and Approval of Opioid Remediation Project Amendment

Be it resolved, the city commission approves a budget amendment for fiscal year ending June 30, 2025 to allocate \$50,000.00 of opioid settlement funds to the 44th District Court for sobriety court testing; and

Be it further resolved, the city commission will be provided with an update when the fifth settlement agreement is completed or by the second meeting in September 2024, whichever date is first.

7.l Receive and File

7.l.1 2023 Water System Consumer Confidence Report

8. Resolution of Authorization: Oakland County/Oakland Livingston Humane Service Agency ARPA Senior Chore Program Grant Program

Moved by: Commissioner Kolo
Seconded by: Mayor Pro Tem Hunt

Whereas, the City of Royal Oak supports the grant award for the Oakland County Seniors Grant Program, to provide general senior chore services and will consist of regular lawn care maintenance, shrub trimming, edging and yard clean up.

Whereas, the proposed project meets the Royal Oak Strategic Plan, the Aging in Place Plan, and the Sustainability and Climate Action Plan; and,

Whereas, the grant requires that the City of Royal Oak certify compliance with requirements, and project costs.

Therefore be it resolved that, the Royal Oak City Commission hereby approves participation in the Oakland County/ARPA Senior Chore Program in the amount of \$100,000 with no required match; and,

Be it further resolved, that the grants coordinator is authorized to sign and submit all grant-related documents on behalf of the City of Royal Oak relative to the ARPA Senior Chore Program.

Motion Adopted

9. Recommendation to Settle Claim Number 2401723

Moved by: Commissioner Macey

Seconded by: Commissioner Herzog

Be it resolved, the city commission approves the recommendation of the attorney as discussed in closed session to settle claim number 240173.

Motion Adopted

10. Adjournment

Moved by: Commissioner Douglas

Seconded by: Commissioner Macey

Motion to adjourn at 8:11 p.m.

Motion Adopted

Melanie Halas, City Clerk

Michael C. Fournier, Mayor



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7.l Receive and File

7.l.1 2023 Water System Consumer Confidence Report

8. Resolution of Authorization: Oakland County/Oakland Livingston Humane Service Agency ARPA Senior Chore Program Grant Program

Moved by: Commissioner Kolo

Seconded by: Mayor Pro Tem Hunt

Whereas, the City of Royal Oak supports the grant award for the Oakland County Seniors Grant Program, to provide general senior chore services and will consist of regular lawn care maintenance, shrub trimming, edging and yard clean up.

Whereas, the proposed project meets the Royal Oak Strategic Plan, the Aging in Place Plan, and the Sustainability and Climate Action Plan; and,

Whereas, the grant requires that the City of Royal Oak certify compliance with requirements, and project costs.

Therefore be it resolved that, the Royal Oak City Commission hereby approves participation in the Oakland County/ARPA Senior Chore Program in the amount of \$100,000 with no required match; and,

Be it further resolved, that the grants coordinator is authorized to sign and submit all grant-related documents on behalf of the City of Royal Oak relative to the ARPA Senior Chore Program.

Motion Adopted

9. Recommendation to Settle Claim Number 2401723

Moved by: Commissioner Macey

Seconded by: Commissioner Herzog

Be it resolved, the city commission approves the recommendation of the attorney as discussed in closed session to settle claim number 240173.

Motion Adopted

10. Adjournment

Moved by: Commissioner Douglas

Seconded by: Commissioner Macey

Motion to adjourn at 8:11 p.m.

Motion Adopted

Melanie Halas, City Clerk

Michael C. Fournier, Mayor



Royal Oak City Commission Meeting

July 8, 2024, 7:30 p.m.
City Hall Commission Chambers Room 121
203 South Troy Street
Royal Oak, MI 48067

Present: Mayor Fournier
Commissioner Douglas
Mayor Pro Tem Hunt
Commissioner Cheezum
Commissioner Herzog
Commissioner Macey

Absent: Commissioner Kolo

1. Call to Order by Mayor Fournier

The meeting was called to order by Mayor Fournier at 7:48 p.m.

2. Invocation by Mayor Fournier

3. Pledge of Allegiance

4. Introduction of New Staff Members

4.a Assistant Fire Chief Michael Gladieux

Interim City Manager Wollenweber introduced the new Assistant Fire Chief Michael Gladieux. The Assistant Fire Chief spoke briefly to the commission.

4.b Finance Director Kymberly Coy

Interim City Manager Wollenweber introduced the new Finance Director Kymberly Coy. Finance Director Coy spent the last few years at Oakland County. She briefly addressed the commission.

5. Approval of Agenda

Moved by: Commissioner Macey
Seconded by: Commissioner Douglas

Be it resolved, the city commission hereby approves the agenda for the July 8, 2024 meeting.

Motion Adopted

6. Public Comment

George Gomez, 2018 Guthrie, spoke about the city's Master Plan process.

Rick Karlowski, 419 Virginia, spoke on item 11 and why he was opposed to item 8.

Jon Stoia, North End Taproom, spoke in favor of item 8.

Theresa Mullen, owner of The Fern, spoke in favor of item 8.

Bill Harrison, 2729 Trafford, was opposed to item 8.

Vanese Bahri, owner of Princess Mediterranean Grill at 30875 Woodward Avenue, was in favor of item 8.

Carol Martz felt the 42 apartment development off of Rochester Road was too large.

Travis, general manager of Condando Tacos, spoke about Taco Fest and was in favor of item 8.

Jordan Simovski, owner of IFreeze Creamery, spoke in favor of item 8.

Mario Cutraro, on behalf of Trattoria de Luigi at 415 S. Washington, spoke in favor of item 8.

Sakib Islam, owner of Noorjahan Indian Cuisine at 617 S Washington, spoke in favor of item 8.

Janice Wagman spoke against item 8.

Nicole De la Mora, on behalf of Cafe de Olla, spoke in favor of item 8.

7. Consent Agenda

Moved by: Commissioner Douglas

Seconded by: Commissioner Herzog

Be it resolved, that the city commission hereby tables item 7a to the next meeting and;

Be it further resolved that the city commission hereby approves the amended consent agenda.

Motion Adopted

7.a City Commission Meeting Minutes of June 24, 2024

This item was tabled to the July 22, 2024 meeting.

7.b Claims

7.b.1 June 28 2024

Be it resolved, the claims of June 28 2024 are hereby approved.

7.b.2 July 9 2024

Be it resolved, the claims of July 9 2024 are hereby approved.

7.c Approval of Purchase Orders

Be it resolved, the city commission approves the following requisition/purchase orders for fiscal year 2024-25:

Requisition # R008401

Vendor: RKA Petroleum Companies

Requesting approval for: \$600,000

Price Source: cooperative purchase with Sterling Heights

Budgeted: \$600,000

Department / Fund: motor pool / motor pool

Description: gasoline/purchase fuel

Requisition # R008405

Vendor: JH Hart Urban Forestry

Requesting approval for: \$500,000

Price Source: estimation

Budgeted: \$500,000

Department / Fund: solid waste / solid waste

Description: tree trimming, removal & forestry issues

Requisition # R008398

Vendor: Ferguson Waterworks

Requesting approval for: \$250,000

Price Source: bid by another entity/Oakland County contract #008704

Budgeted: \$250,000

Department / Fund: meter services / water & sewer

Description: water meters & parts

Requisition # R008411

Vendor: Dell Marketing L.P.

Requesting approval for: \$225,000

Price Source: MiDeal pricing (contract # 071B6600111)

Budgeted: \$225,000

Department / Fund: information systems / information systems

Description: PCs and laptop replacements/Adobe and Microsoft licensing

Requisition # R008396

Vendor: Trans-Tek Transport
Requesting approval for: \$195,000
Price Source: bid by Royal Oak
Budgeted: \$195,000
Department / Fund: multiple / multiple
Description: refuse haul out from DPS yard & material for DPS operations

Requisition # R008385
Vendor: Ingram Library Services
Requesting approval for: \$143,000
Price Source: estimation
Budgeted: \$143,000
Department / Fund: library / library
Description: purchase books

Requisition # R008388
Vendor: Midwest Tape
Requesting approval for: \$143,000
Price Source: estimation
Budgeted: \$143,000
Department / Fund: library / library
Description: downloadable- audio, video, etc. / library video & audio resources

Requisition # R008380
Vendor: BS & A Software
Requesting approval for: \$115,000
Price Source: in a multi-year contract
Budgeted: \$115,000
Department / Fund: information systems / information systems
Description: annual software licensing/maintenance for BS & A software

Requisition # R008407
Vendor: Accumed Billing Inc.
Requesting approval for: \$110,000
Price Source: in a multi-year contract
Budgeted: \$110,000
Department / Fund: ambulance services / public safety
Description: ambulance billing services

Requisition # R008384
Vendor: UTEC
Requesting approval for: \$95,000
Price Source: in a multi-year contract

Budgeted: \$95,000
Department / Fund: information systems / information systems
Description: printer maintenance & support

Requisition # R008406
Vendor: Ajax Paving Industries
Requesting approval for: \$75,000
Price Source: bid by Royal Oak (lowest of 2 bids)
Budgeted: \$75,000
Department / Fund: streets maintenance / major & local streets
Description: asphalt supplies

Requisition # R008413
Vendor: Core & Main
Requesting approval for: \$68,000
Price Source: estimation
Budgeted: \$68,000
Department / Fund: water maintenance / water & sewer
Description: curb stop/box copper, bricks, block, mortar, pipes

Requisition # R008410
Vendor: Hallahan & Associates PC
Requesting approval for: \$65,000
Price Source: estimation
Budgeted: \$65,000
Department / Fund: assessor / general
Description: legal services for Michigan Tax Tribunal

Requisition # R008389
Vendor: The Library Network
Requesting approval for: \$63,040
Price Source: estimation
Budgeted: \$63,040
Department / Fund: information systems & library / information systems & library
Description: library network data services, circulation fees, item linking, Smart Access Manager, basic fees for the shared automation system, Deep Freeze license & headphones, barcodes, earbuds, delivery service fee, datamailers that notify people of lost items, RB digital audiobooks & magazine subscription, Tumblebooks subscription

Requisition # R008386
Vendor: Home Depot
Requesting approval for: \$55,000
Price Source: Mi-Deal pricing/contract # 071B7700159

Budgeted: \$55,000
Department / Fund: multiple / multiple
Description: tools & hardware as needed

Requisition # R008416
Vendor: D'Angelo Brothers Inc.
Requesting approval for: \$52,000
Price Source: bid by another entity (Oakland County/contract #008856)
Budgeted: \$52,000
Department / Fund: water maintenance / water & sewer
Description: lead water line replacements

Requisition # R008409
Vendor: Amazon Capital Services
Requesting approval for: \$51,000
Price Source: cooperative
Budgeted: \$51,000
Department / Fund: library / library
Description: library supplies

Requisition # R008390
Vendor: Midwest Collaborative for Library Services
Requesting approval for: \$41,840
Price Source: cooperative
Budgeted: \$41,840
Department / Fund: library / library
Description: overdrive e-books

Requisition # R008403
Vendor: Otis Elevator Company
Requesting approval for: \$40,000
Price Source: Omnia Partners/contract # 2019001563
Budgeted: \$40,000
Department / Fund: library & auto parking & fire / library & auto parking & public safety
Description: service for elevators

Requisition # R008400
Vendor: BigBelly
Requesting approval for: \$37,000
Price Source: in a multi-year contract
Budgeted: \$37,000
Department / Fund: solid waste / solid waste
Description: high capacity refuse/recycling station

Requisition # R008387

Vendor: Office Depot
Requesting approval for: \$30,000
Price Source: bid by another entity/Oakland County contract #010418
Budgeted: \$30,000
Department / Fund: multiple / multiple
Description: office supplies for city departments

Requisition # R008418
Vendor: Placer Labs
Requesting approval for: \$26,250
Price Source: quote
Budgeted: \$26,250
Department / Fund: DDA/TIFA / DDA development
Description: annual placer/AI

Be it resolved, the city commission approves the following
requisition/purchase orders for
fiscal year 2023-24:

Requisition # R007684 change order
Vendor: Ferguson Waterworks
Requesting approval for: \$10,000 additional for a total of \$400,000
Price Source: bid by another entity/Oakland County contract #008704
Budgeted: \$400,000
Department / Fund: meter services / water & sewer
Description: water meters & parts

Requisition # R007766 change order
Vendor: Trans-Tek Transport
Requesting approval for: \$20,000 additional for a total of \$260,000
Price Source: bid by Royal Oak
Budgeted: \$260,000
Department / Fund: multiple / multiple
Description: refuse haul out from DPS yard & material for DPS
operations

Requisition # R007723 change order
Vendor: Ingram Library Services
Requesting approval for: \$10,000 additional for a total of \$130,000
Price Source: estimation
Budgeted: \$130,000
Department / Fund: library / library
Description: purchase books

Requisition # R007724 change order
Vendor: Midwest Tape
Requesting approval for: \$5,100 additional for a total of \$125,000

Price Source: estimation
Budgeted: \$125,000
Department / Fund: library / library
Description: downloadable- audio, video, etc. / library video & audio resources

Requisition # R007813 change order
Vendor: UTEC
Requesting approval for: \$15,000 additional for a total of \$110,000
Price Source: in a multi-year contract
Budgeted: \$110,000
Department / Fund: information systems / information systems
Description: printer maintenance & support

Requisition # R007963 change order
Vendor: Miller, Canfield, Paddock, and Stone
Requesting approval for: \$7,490 additional for a total of \$82,660
Price Source: estimation
Budgeted: \$82,660
Department / Fund: attorney / general
Description: services for a class action lawsuit

Requisition # R007842 change order
Vendor: First Choice Services
Requesting approval for: \$5,000 additional for a total of \$65,000
Price Source: estimation (all individual purchases are less than \$3,000)
Budgeted: \$65,000
Department / Fund: community promotion & court / general
Description: coffee services

Requisition # R007760 change order
Vendor: Home Depot
Requesting approval for: \$5,000 additional for a total of \$55,000
Price Source: Mi-Deal pricing/contract # 071B7700159
Budgeted: \$55,000
Department / Fund: multiple / multiple
Description: tools & hardware as needed

Requisition # R007979 change order
Vendor: Rosati, Schultz, Joppich & Amstbuechler, P.C.
Requesting approval for: \$5,000 additional for a total of \$40,000
Price Source: estimation
Budgeted: \$40,000
Department / Fund: attorney / general
Description: special counsel

Requisition # R007767 change order
Vendor: SRM Concrete
Requesting approval for: \$5,000 additional for a total of \$40,000

Price Source: estimation
Budgeted: \$40,000
Department / Fund: streets & water & sewer maintenance / major & local streets & water & sewer
Description: concrete

Requisition # R007758 change order
Vendor: Office Depot
Requesting approval for: \$5,000 additional for a total of \$35,000
Price Source: bid by another entity/Oakland County contract #010418
Budgeted: \$35,000
Department / Fund: multiple / multiple
Description: office supplies for city departments

Requisition # R007803 change order
Vendor: Juan Gonzalez
Requesting approval for: \$5,000 additional for a total of \$35,000
Price Source: estimation / bid by Royal Oak
Budgeted: \$35,000
Department / Fund: indigent defense
Description: contracted legal / advisory counsel

Requisition # R007698 change order
Vendor: Susan Chrzanowski Cole
Requesting approval for: \$5,000 additional for a total of \$35,000
Price Source: estimation / bid by Royal Oak
Budgeted: \$35,000
Department / Fund: district court / indigent defense & general
Description: contracted legal / advisory counsel & sobriety court

Requisition # R008008
Vendor: La Grasso, Abdo & Silveri
Requesting approval for: \$30,000
Price Source: estimation / bid by Royal Oak
Budgeted: \$30,000
Department / Fund: indigent defense
Description: contracted legal / advisory counsel

Requisition # R007700
Vendor: Costello Law Office
Requesting approval for: \$30,000
Price Source: estimation / bid by Royal Oak
Budgeted: \$30,000

Department / Fund: indigent defense
Description: contracted legal / advisory counsel

Requisition # R007702
Vendor: Manoogian Law

Requesting approval for: \$30,000
Price Source: estimation / bid by Royal Oak
Budgeted: \$30,000
Department / Fund: indigent defense
Description: contracted legal / advisory counsel

Requisition # R007715
Vendor: Rowley's Bros Inc.
Requesting approval for: \$30,000
Price Source: estimation (all individual purchases are less than \$4,000)
Budgeted: \$30,000
Department / Fund: motor pool / motor pool
Description: lubricants and solvents as needed

7.d Approval of Purchase CrowdStrike Endpoint Security Solution

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for the purchase and implementation of CrowdStrike Endpoint Security using competitively bid contract pricing or other due diligence in accordance with the City's purchasing policy and/or under the following Agreements is authorized

7.e Approval of Administrative Rules Change for Executive Department Heads

BE IT RESOLVED, the Royal Oak City Commission hereby approves the interim city manager's recommended changes to the budgeted salary for the Executive Department Heads.

7.f Consideration for Approval of the Commission for the Arts Bylaws

BE IT RESOLVED, the Royal Oak City Commission hereby approves the bylaws of the Commission for the Arts.

7.g Receive and File

7.g.1 Second Quarter Fiscal Year 2024 Training Evaluation Forms

8. Request For American Rescue Plan Act Funds For Arts, Beats, and Eats Dining Promotion Initiatives

Jon Witz gave a presentation about the initiatives to the commission and answered questions from the commissioners.

Moved by: Commissioner Macey
Seconded by: Mayor Pro Tem Hunt

BE IT RESOLVED, the Royal Oak City Commission hereby requests staff to reallocate \$115,000 of American Rescue Plan Act funds to support the Arts, Beats and Eats programs Restaurant Participation and Kids Zone Activities, Royal Oak "Back-to-School" Students Eat Free, Royal Oak Pink Drink Campaign, and the Strolling Dinner; and

BE IT FURTHER RESOLVED, the Royal Oak City Commission directs that all Royal Oak restaurants be allowed to participate in the program; and

BE IT FINALLY RESOLVED, the Royal Oak City Commission hereby directs the City Attorney to review the programs and provide an amendment to the ABE Festival Agreement between the City and ABE.

Motion Adopted

9. Approval of Piano Project Agreements

Moved by: Commissioner Macey

Seconded by: Commissioner Cheezum

WHEREAS, the Commission for the Arts has recommended approval of the 2024 Public Piano Project Agreements.

BE IT RESOLVED, the Royal Oak City Commission hereby approves of the agreement with Holiday Market (Craig Mangold) for a piano to be placed at 1203 South Main Street for the 2024 Public Piano Project.

BE IT RESOLVED, the Royal Oak City Commission hereby approves of the agreement with The Detroit School of Rock and Pop Music (Jason Gittinger) for a piano to be placed at 1109 South Washington Ave. for the 2024 Public Piano Project.

BE IT RESOLVED, the Royal Oak City Commission hereby approves of the agreement with Guitar Hi-Fi (Kirk Reedy) for a piano to be placed at 607 South Washington Ave. for the 2024 Public Piano Project.

BE IT RESOLVED, the Royal Oak City Commission hereby approves of the agreement with Write Impressions (Lori London) for a piano to be placed at 407 South Washington Ave. for the 2024 Public Piano Project.

BE IT RESOLVED, the Royal Oak City Commission hereby approves of the agreement with Granite Networks (Blaine Tillander) for a piano to be placed at 317 East 4th Street for the 2024 Public Piano Project.

BE IT RESOLVED, the Royal Oak City Commission hereby approves of the agreement with 526 Main Piano Bar (Tony Yasbeck) for a piano to be placed at 526 South Main Street for the 2024 Public Piano Project.

BE IT FURTHER RESOLVED, the City Commission authorizes the Mayor and the Clerk to sign the six 2024 piano project location agreements and approves the two city property locations related to the Painted Piano Project locations.

Motion Adopted

10. Approval of RO Logo License Agreement, Policy/Procedure and Application

No action was taken on this item. City Attorney Grochowski will bring back the item with the changes discussed on a future consent agenda.

11. Proposed Ordinance Amendment 2024-06, Residential Rental Regulations, Second Reading

ORDINANCE NO. 2024-06

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

AMENDMENT TO THE CODE OF ORDINANCES

An Ordinance to amend the 2008 Ordinance Adopting the Royal Oak Code of Ordinances, codifying and adopting a new Code of the City of Royal Oak by amending Subsection A, "Section 104.8, Licenses and inspection, is hereby added to read as follows:" and Subsection B "Section 106.4, Violation penalties, is hereby amended to read as follows:" of Section 556-4, "Additional Amendments to Standards" of Chapter 556, "Property Maintenance", adopting by reference the "International Property Maintenance Code, 2006 Edition" of the Code of Ordinances, City of Royal Oak, Michigan, to provide for the registry and regulation of residential rentals in the city and to prescribe penalties and remedies for violations.

THE CITY OF ROYAL OAK ORDAINS:

SECTION 1. Amendments.

That Subsection A, "Section 104.8, Licenses and inspection, is hereby added to read as follows:" of Section 556-4, "Additional Amendments to Standards" of Chapter 556, "Property Maintenance", adopting by reference the "International Property Maintenance Code, 2006 Edition", of the Code of Ordinances, City of Royal Oak, Michigan, is hereby amended, to read as follows:

104. Sec. 104.8, Rental Property Registration, is hereby added to read as follows:

104.8 Rental Property Registration:

1. As used in this section:

(a) "Carbon monoxide detector" means a device that detects carbon monoxide and alerts occupants via a distinct and audible signal that is either self-contained in the unit or activated via a system connection.

(b) "Department" means the Michigan department of licensing and regulatory affairs, or its successor.

(c) "Hotel condominium" means a group of condominium units or condominium projects rented by a common rental management company for transient rental that may include a reception or check-in desk.

(d) "Owner" means the owner of a rental property located within the City of Royal

(e) "Rental" means the rental of a single-family residence, a dwelling unit in a 1-to-4– family house, or any unit or group of units in a condominium unit.

(f) "Responsible party" means a person who resides within 30 miles from the rental property who can respond to emergencies or other situations at the registered property who is responsible on behalf of the owner and subject to all legal responsibilities for the registered property on behalf of the owner if the owner does not reside within 30 miles of the rental property.

(g) "Short-term rental" means the rental of a single-family residence, a dwelling unit in a 1-to-4–family house, or any unit or group of units in a condominium unit for terms of not more than 30 consecutive Short-term rental does not include the rental of a hotel, motel, hotel condominium, home, or condominium unit that is located within a resort that offers amenities such as golf, a skiing restaurant facility, or group meeting accommodation.

(h) "Smoke detector" means a device, either battery operated or electrical, that detects visible or invisible particles of combustion.

2. No person, firm, or business entity shall rent, lease, offer for rent or lease, or allow any residential unit, dwelling or property to be occupied by a nonowner without first registering the property with the City.

3. To register a rental property with the City, the owner shall provide a completed application that shall contain all of the following:(a) Name and address of the owner of the residential rental property.

(b) Address of the rental and the number of units and buildings for which registration is sought, the type of units intended, the number of bedrooms

in the dwelling unit and the size in square feet of each bedroom and any other pertinent property data that is included in the application.

(c) The number of off-street parking spaces provided for the dwelling unit, which shall be the same as the number advertised and listed in the rental agreement.

(d) The maximum number of occupants to which the applicant intends to rent the dwelling unit in any given rental period, which will be the same as the maximum number advertised and maximum number listed in the rental agreement, not to exceed two occupants per bedroom plus two additional occupants per finished story meeting the applicable egress requirements for occupancy as established by the Michigan Residential Code.

(e) If a short-term rental, a copy of a certificate of insurance evidencing that the owner has \$1,000,000.00 or more liability insurance on the short-term rental property.

(f) Contact information for a responsible party on behalf of the owner who is a local agent for the rental property. For purposes of this Chapter, the responsible party shall reside within 30 miles from the rental property.

(g) A sworn attestation that the dwelling is equipped with all of the following functional equipment in compliance with the current code in effect for the dwelling:

(i) Carbon monoxide detector that may be battery-powered, plug-in with or without battery backup, wired into the property's AC power line with secondary battery backup, or connected to a system by means of a control panel.

(ii) Smoke detector

(iii) One (1) Fire extinguisher per occupied floor of the

(h) If a short-term rental, a sworn attestation that the property owner or the responsible party will provide at least one copy of the City's Good Neighbor Policy with address section completed to the renters each time the dwelling unit is rented, trash pick-up locations and times, property boundaries, on-site parking spots, limitations on visitors, common areas available for use by guests, and a copy of the City noise and nuisance ordinances.

(i) If a short-term rental, a copy of the current State of Michigan Certificate for short-term rentals, if required by the Michigan Department of licensing and regulatory affairs, or its successor.

4. All residential rentals in the City of Royal Oak shall:

(a) Designate a responsible party who is responsible on behalf of the owner and subject to all legal responsibilities for the registered property on behalf of the owner and who shall reside within 30 miles from the rental property.

(b) Post the street address of the property in two prominent locations within the residential dwelling to assist any occupants in directing emergency services to the

(c) Not permit occupancy of the residential dwelling in excess of two occupants per bedroom plus two additional occupants per finished story meeting the applicable egress requirements for occupancy as established by the Michigan Residential

(d) Not permit occupancy of any attic or basement bedroom unless it has been constructed with recorded permits from the City and meets all of the requirements for occupancy under the Michigan Residential Code and Fire Code.

(e) Possess a valid Certificate by the State of Michigan, for short-term rentals, if required by the Michigan Department of licensing and regulatory affairs, or its

(f) Maintain the exterior of the property as required by the city code of ordinances and the Property Maintenance Code including but not limited to, yard maintenance, snow removal, proper use of and placement of refuse containers.

(g) Meet all of the requirements of Subsection 3 of this Ordinance

5. A rental registration shall be in effect until the expiration date indicated on the registration unless revoked for cause by the City. Failure to secure or renew a registration in accordance with the provisions of this chapter or failure to pay such inspection fee is a violation of this chapter. A late charge of \$1 per day, per dwelling unit, shall be charged on all payments

received after the due date, which is 30 days after the expiration of an existing registration or 30 days after meeting the conditions that an initial registration is required. All fees and charges shall be paid by the owner. If the owner fails to pay the City as provided within 30 days of demand by the City, the City shall have a lien on the property for all unpaid fees and charges and may enforce such lien in the manner prescribed by state law for the enforcement of tax liens.

6. Any rental registration issued by the City under this chapter may be suspended by the Code Official for cause. The owner shall have the right to a hearing before the City Manager on any such action of the Code Official, provided a written request therefor is filed with the City Clerk within five days after receipt of said notice of such suspension. The City Manager shall, by written opinion, confirm such suspension or revoke or reinstate any such rental. A copy of the City Manager's written decision shall be forwarded to the City Commission. The action taken by the City Manager shall be final. Upon suspension or revocation of any registration, the fee therefor shall not be refunded. Except as otherwise specifically provided in this chapter, any owner who has had a rental registration revoked shall not be eligible to apply for a new registration for a period of one (1) year after such revocation.

7. The term "cause," as used in this chapter, shall include the doing or omitting of any act, or permitting any condition to exist in connection with any registration granted under the provisions of this chapter, or upon any premises or facilities used in connection therewith, which act, omission or condition is:

(a) Fraudulent information in the application or sworn attestation under this

(b) Unauthorized or beyond the scope of the registration

(c) Forbidden by the provisions of this chapter, or any duly established law, rule or regulation of the City or State applicable to housing.

(d) A nuisance on the registered property. Three (3) or more issued violations of the State Law, City of Royal Oak Code of Ordinances or Zoning Ordinance occurring from the use or occupancy of a registered property within a registration period shall constitute a nuisance for purposes of suspension and/or revocation of the rental

8. To safeguard the safety, health and welfare of the public, the Code Official or their representative is authorized to enter any structure or premises at any reasonable time for the purpose of making inspections and performing their duties under this Code.

9. Fees for each property for rental registration shall be set by resolution of the City Commission. Such fees shall reflect the cost of processing, inspection, supervision and other related costs of regulation. The fees shall not be prorated or refundable. The fees shall be paid into the City Treasury.

Subsection B "Section 106.4, Violation penalties, is hereby amended to read as follows: "of Section 556-4, "Additional Amendments to Standards" of Chapter 556, "Property Maintenance", adopting by reference the "International Property Maintenance Code, 2006 Edition" of the Code of Ordinances, City of Royal Oak, Michigan

Sec. 556-4B Section 106.4, Violation penalties, is hereby amended to read as follows:

106.4 Violations and penalties.

(a)A person violating this chapter for the first time is responsible for a municipal civil infraction and subject to payment of a civil fine of not less than \$200, plus costs.

(b)A person violating this chapter for the second time is responsible for a municipal civil infraction and subject to payment of a civil fine of not less than \$350, plus costs.

(c)A person violating this chapter for the third time is guilty of a misdemeanor, punishable by a fine of not more than \$500 or imprisonment for not more than 90 days, or to both such fine and imprisonment in the discretion of the court and shall be deemed a nuisance per se and subject to revocation of the rental registration.

SECTION 2. Repealer.

All ordinances, or parts of ordinances, in conflict with this ordinance are repealed only to the extent necessary to give this ordinance full force and effect.

SECTION 3. Severability.

Should any section, subdivision, clause, or phrase of this ordinance be declared by the courts to be invalid, the validity of the ordinance as a whole, or in part, shall not be affected other than the part invalidated.

SECTION 4. Savings.

All proceedings pending and all rights and liabilities existing, acquired or incurred at the time this ordinance takes effect, are saved and may be consummated according to the law in force when they were commenced.

SECTION 5. Effective Date.

This ordinance as ordered shall take effect ten (10) days after its adoption and upon publication.

SECTION 6. Inspection.

A copy of this ordinance may be inspected or purchased at the city clerk's office between the hours of 8:00 a.m. and 4:30 p.m. on regular business days and between the hours of 8:00 a.m. and 12:00 p.m. on Fridays.

Moved by: Commissioner Douglas
Seconded by: Commissioner Herzog

NOW, THEREFORE BE IT RESOLVED, that the Royal Oak City Commission hereby approves, at second reading, ORDINANCE NO. 2024-06, entitled "Residential Rental Regulations"; and

NOW, THEREFORE BE IT FURTHER RESOLVED, that the Royal Oak City Commission hereby approves the Good Neighbor Policy to be included as part of the rental regulations of the City of Royal Oak.

Motion Adopted

12. Adjournment

Moved by: Commissioner Douglas
Seconded by: Commissioner Cheezum

Motion to adjourn at 10:21 p.m.

Motion Adopted

Melanie Halas, City Clerk

Michael C. Fournier, Mayor

PAYROLL #603 & 604 & 605

PAYROLL DATE: 07/12/24

HUNTINGTON - PAYROLL

DIRECT DEPOSIT	\$1,652,538.02	
PAPER CHECK		
ADJUSTMENTS		
		<u>\$1,652,538.02</u>

ELECTRONIC MONEY TRANSFER - ACH

IRS			
	FED. W/H	359,595.47	
	SOC SEC	103,097.32	
	MEDICARE	68,391.44	
			<u>531,084.23</u>
STATE OF MICHIGAN TREASURY			<u>92,453.28</u>
FRIEND OF THE COURT			<u>2,896.01</u>
MISSIONSQUARE			<u>113,162.75</u>
NATIONWIDE			<u>39,531.78</u>
MERS			<u>27,504.89</u>
TASC			<u>10,091.96</u>

ACCOUNTS PAYABLE - CHECKS

MICHIGAN EDUCATION TRUST			<u>-</u>
MISC DEDUCTIONS			<u>174.10</u>

UNION DUES			
	PSA	484.00	
	POA	3,233.00	
	Command	1,200.00	
	Detectives	490.00	
	DPS	3,062.40	
	Fire	6,144.88	
	TPOAM	1,540.00	
	Parking	120.00	
UNION DUES			<u>16,274.28</u>

GRAND TOTAL			<u>\$ 2,485,711.30</u>
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Vendor Code	Vendor Name	Description	Amount
11263	123.NET 650731	PHONE SERVICE 7/1-31 2024	2,590.57
TOTAL FOR: 123.NET			2,590.57
11029	21C ADVERTISING 2609418 2612144 2612147 2613859 2614401 2617769	TREASURER JULY 2024 TAX ROLL NOTICE CLERK COMMISSION ORDINANCE NOTICE CLERK COMMISSION ORDINANCE NOTICE ZBA JULY MEETING NOTICE PLANNING COMMISSION JULY MEETING NOTICE CLERK AUGUST 6 ELECTION NOTICE	311.25 339.95 339.95 617.78 479.53 655.55
TOTAL FOR: 21C ADVERTISING			2,744.01
13854	3C PAYMENT CORP 338090	CREDIT AND DEBIT CARD PROCESSING FEES JUNE 2024	1,641.76
TOTAL FOR: 3C PAYMENT CORP			1,641.76
02507	A M LEONARD CI24030508/SO24075	MISC. OPERATING SUPPLIES	451.62
TOTAL FOR: A M LEONARD			451.62
07707	A&F WATER HEATER & SPA SERVICE WO-4708	LIBRARY REPAIR WATER HEATER	781.24
TOTAL FOR: A&F WATER HEATER & SPA SERVICE			781.24
UBREFUND	ABIE REZENE 07/17/2024	UB refund for account: 2429200101	121.44
TOTAL FOR: ABIE REZENE			121.44
03366	ABRASIVE BROKERS 144913	EQUIPMENT REPAIR & MAINTENANCE SUPPLIES	35.50
TOTAL FOR: ABRASIVE BROKERS			35.50
00023	ACCUMED BILLING INC 37479	AMBULANCE BILLING SERVICES 6/1-30 2024	10,344.86
TOTAL FOR: ACCUMED BILLING INC			10,344.86
02044	ACTION MAT & TOWEL RENTAL 615256	MAT RENTALS	288.11
TOTAL FOR: ACTION MAT & TOWEL RENTAL			288.11
18963	AERIAL DETROIT 06122024	FAMILY PRIDE PHOTOGRAPHY/VIDEOGRAPHY	100.00
TOTAL FOR: AERIAL DETROIT			100.00
00043	AIS CONSTRUCTION EQUIPMENT D68468 D68546	PURCHASE OF PARTS PURCHASE OF PARTS	252.49 1,633.28
TOTAL FOR: AIS CONSTRUCTION EQUIPMENT			1,885.77
04745	ALLIED PRINTING 74615 74650 74655 74658	WATER BILLS - JUNE 2024 WATER ENVELOPES YEARLY TAX BILLING ENVELOPES SUMMER 2024 TAX BILL MAILING	3,723.42 4,825.00 2,800.00 18,551.09
TOTAL FOR: ALLIED PRINTING			29,899.51

Vendor Code	Vendor Name	Description	Amount
17929	ALTIOR LAW, P.C. 6577	RE: MUNICIPAL PARKING SERVICES	225.00
TOTAL FOR: ALTIOR LAW, P.C.			225.00
17165	AMAZON CAPITAL SERVICES		
	16YM-7N3H-WGWX	LIBRARY SUPPLIES	12.35
	171T-DHKK-HT1W	LIBRARY SUPPLIES	174.17
	177M-Y7XQ-HKTC	LIBRARY SUPPLIES	339.40
	17QT-RTX7-TWQC	LIBRARY SUPPLIES	344.51
	1CLN-D6XK-M9JM	LIBRARY SUPPLIES	135.06
	1F61-G3Y9-PNNY7	LIBRARY SUPPLIES	119.18
	1FT3-4FFN-K4J7	LIBRARY SUPPLIES	51.96
	1GMG-DHVM-K41N	LIBRARY SUPPLIES	50.98
	1HCG-NPFM-4J1W	LIBRARY SUPPLIES	19.99
	1HR7-PMHH-W7QC	LIBRARY SUPPLIES	116.77
	1JXL-3H11-T3NP	LIBRARY SUPPLIES	88.97
	1PHJ-TW3H-L14R	LIBRARY SUPPLIES	109.06
	1R4Y-PHTW-9P9F	LIBRARY SUPPLIES	9.99
	1XHW-1YFX-WWGH	LIBRARY SUPPLIES	41.23
	1YTY-LXYV-HMQR	LIBRARY SUPPLIES	158.99
TOTAL FOR: AMAZON CAPITAL SERVICES			1,772.61
12654	AMERISCAN IMAGING SERVICES, INC 2024140	CLERK DOCUMENTS-ON-DEMAND AUG 1, 2024-JULY 31, 2025	750.00
TOTAL FOR: AMERISCAN IMAGING SERVICES, INC			750.00
14488	AMI GRAPHICS, INC		
	971539	2 DASHMAX DASHERS	307.80
	972001	2 DASHMAX DASHERS	336.48
TOTAL FOR: AMI GRAPHICS, INC			644.28
15071	ANGLIN CIVIL, LLC CAPNOPK FINAL	NORMANDY OAKS PARK DEVELOPMENT FINAL PAYMENT	109,873.48
TOTAL FOR: ANGLIN CIVIL, LLC			109,873.48
05423	JOHN ANGOTT		
	1APRARR24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	1,440.00
	1APROD24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	600.00
	1APRVOP24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	510.00
	1JUNARR24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	1,800.00
	1JUNOD24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	690.00
	1MAYARR24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	1,080.00
	1MAYOD24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	540.00
	1MAYVOP24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	540.00
	2APROD24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	660.00
	2JUNOD24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	600.00
	2MAYOD24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	660.00
	2MAYVOP24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	510.00
	3APROD24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	600.00
	3JUNOD24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	540.00
	3MAYOD24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	600.00
	3MAYVOP24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	630.00
	4JUNOD24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	660.00
	4MAYVOP24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	660.00
	5MAYVOP24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	480.00
	6MAYVOP24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	600.00
	7MAYVOP24	COUNCIL COORDINATOR OF CONTRACTED LEGAL/ADVISORY CO	540.00
TOTAL FOR: JOHN ANGOTT			14,940.00
18556	AQUATIC SOURCE 62120	NORMANDY OAKS PARK SYSTEM START	439.10
TOTAL FOR: AQUATIC SOURCE			439.10

Vendor Code	Vendor Name	Description	Amount
Invoice			
19170	ARAB AMERICAN NATIONAL MUSEUM		
9262024		LIBRARY OFF-SITE CUSTOMIZED PRESENTATION	500.00
TOTAL FOR: ARAB AMERICAN NATIONAL MUSEUM			500.00
15753	ASCENSION MI EMPLOYER SOLUTIONS		
543437		MEDICAL SERVICES	68.00
543855		MEDICAL SERVICES	126.00
TOTAL FOR: ASCENSION MI EMPLOYER SOLUTIONS			194.00
00117	BAKER & TAYLOR COMPANIES		
2038387124		PURCHASE OF BOOKS & MEDIA	9.71
2038387749		BOOKS	16.20
2038401031		BOOKS	22.20
2038407675		LIBRARY VIDEO & AUDIO RESOURCES	43.96
2038411011		BOOKS	8.98
TOTAL FOR: BAKER & TAYLOR COMPANIES			101.05
19411	LOGAN BALL		
07082024		SUMMER 1 SWIM INSTRUCTOR	127.50
07152024		SUMMER 2 SWIM INSTRUCTOR	186.60
TOTAL FOR: LOGAN BALL			314.10
00121	BANDIT INDUSTRIES INC		
969381		VEHICLE REPAIR & MAINT. PARTS	234.75
TOTAL FOR: BANDIT INDUSTRIES INC			234.75
12700	BASIC		
IN3155595		JULY 2024 COBRA ADMINISTRATION FEE	254.87
TOTAL FOR: BASIC			254.87
19425	BBC DISTRIBUTING		
369548		FARMERS MKT COMMUNITY EVENT SUPPLIES	1,206.95
TOTAL FOR: BBC DISTRIBUTING			1,206.95
01917	BEAR PACKAGING & SUPPLY, INC.		
78205		DRUM LINERS	2,468.52
TOTAL FOR: BEAR PACKAGING & SUPPLY, INC.			2,468.52
07962	TIMOTHY BERRINGTON		
2023-2024		PRESCRIPTION REIMBURSEMENT	358.52
TOTAL FOR: TIMOTHY BERRINGTON			358.52
00141	BIANCO TRAVEL & TOURS INC		
7D98853		SENIOR CTR GATEWAY TO LENAWEE DAY TRIP JUL 18	3,028.55
TOTAL FOR: BIANCO TRAVEL & TOURS INC			3,028.55
15622	JO ANNE BIGLER		
21-00174 FNL2		MIDC COUNSEL	280.00
22RO04955 FNL		MIDC COUNSEL	270.00
23-01579 FNL		MIDC COUNSEL	562.00
23-01644 FNL		MIDC COUNSEL	789.00
23R-02078 FNL		MIDC COUNSEL	450.00
23RO02814 FNL		MIDC COUNSEL	330.00
23RO08011 FNL		MIDC COUNSEL	120.00
24-00751 FNL		MIDC COUNSEL	180.00
24R-00184 FNL		MIDC COUNSEL	450.00
24RO02839 FNL		MIDC COUNSEL	60.00
SP3950110 FNL		MIDC COUNSEL	210.00
TOTAL FOR: JO ANNE BIGLER			3,701.00

Vendor Code	Vendor Name	Description	Amount
00145	BILLINGS LAWN EQUIPMENT		
	467309 BAL	BALANCE PAYMENT EQUIPMENT REPAIR & MAINTENANCE SUPP	70.00
	468960	P&F 2 CHAINSAWS	831.99
	468963	P&F NEW BLOWER	510.00
	468965	P&F CHAINSAW & WEEDIE PARTS	412.96
	469084	P&F POWER PRUNER PART	284.49
TOTAL FOR: BILLINGS LAWN EQUIPMENT			2,109.44
15680	EDITH BLAKNEY LAW FIRM, PLLC		
	07-71342 FNL	MIDC COUNSEL	570.00
	1JUNSCH24	MIDC COUNSEL	720.00
	23BE05803 FNL	MIDC COUNSEL	162.00
	23RO06537 BW	MIDC COUNSEL	174.00
	23RO07282 BW	MIDC COUNSEL	630.00
	23RO08044 FNL	MIDC COUNSEL	654.00
	24-00086 FNL	MIDC COUNSEL	828.00
	24RO00650 FNL	MIDC COUNSEL	660.00
	24RO01702	MIDC COUNSEL	216.00
	24RO01759 FNL	MIDC COUNSEL	150.00
	24RO01851 FNL	MIDC COUNSEL	300.00
	24RO01852 FNL	MIDC COUNSEL	294.00
	24RO01853 FNL	MIDC COUNSEL	90.00
	24RO01876 FNL	MIDC COUNSEL	210.00
	24RO02756 FNL	MIDC COUNSEL	300.00
	24RO02786 FNL	MIDC COUNSEL	180.00
	C168080M FNL	MIDC COUNSEL	1,350.00
TOTAL FOR: EDITH BLAKNEY LAW FIRM, PLLC			7,488.00
00153	BLUE CROSS AND BLUE SHIELD		
	AUG 2024	BC PAYMENT	398,387.66
TOTAL FOR: BLUE CROSS AND BLUE SHIELD			398,387.66
19401	BLUE HERON HEADWATERS CONSERVSNCY		
	1	LIBRARY AUG 22 PROGRAM HONORARIUM	150.00
TOTAL FOR: BLUE HERON HEADWATERS CONSERVSNCY			150.00
18479	BNC INTERPRETING LLC		
	RO070124	INTERPRETER SERVICE	649.50
TOTAL FOR: BNC INTERPRETING LLC			649.50
17287	BODMAN PLC		
	847978	OUTSIDE LEGAL COUNSEL	2,325.60
TOTAL FOR: BODMAN PLC			2,325.60
17908	YOLANDA BOTELLO		
	BOTEL 26398	REIMBURSE MILEAGE 4/4-6/28 2024	263.98
TOTAL FOR: YOLANDA BOTELLO			263.98
01032	BOUND TREE MEDICAL LLC		
	85340901	FIRE & EMS SUPPLIES	3.80
	85407892	FIRE & EMS SUPPLIES	63.59
	85407893	FIRE & EMS SUPPLIES	158.99
	85411429	FIRE & EMS SUPPLIES	95.92
	85412953	FIRE & EMS SUPPLIES	4,773.03
TOTAL FOR: BOUND TREE MEDICAL LLC			5,095.33
05729	JAMES PATRICK BRENNAN		
	23-01957 FNL	MIDC COUNSEL	960.00
	24RO03302 FNL	MIDC COUNSEL	660.00
TOTAL FOR: JAMES PATRICK BRENNAN			1,620.00

Vendor Code	Vendor Name	Description	Amount
Invoice			
19090	SOPHIA BREWSTER		
	07152024	SUMMER 2 SWIM INSTRUCTOR	186.60
	07162024	SUMMER 1 SWIM INSTRUCTOR, LIFEGUARD	408.00
TOTAL FOR: SOPHIA BREWSTER			594.60
00171	BRODART		
	641536	LIBRARY OFFICE SUPPLIES	58.87
	C8521	PUBLIC LIBRARY FULL CONTENT SERVICE AUG 2024-JULY 2	2,750.00
	M211976	LIBRARY ADULT PLAN SERVICE JULY 2024-JUNE 2025	5,595.00
TOTAL FOR: BRODART			8,403.87
19402	AARON BROOKS		
	5376	REFUND ROOM RENTAL DEPOSIT	200.00
TOTAL FOR: AARON BROOKS			200.00
19047	MOLLY ANNE BUCKHEIM		
	07152024	SUMMER 2 SWIM INSTRUCTOR	186.60
	07162024	SUMMER 1 SWIM INSTRUCTOR, LIFEGUARD	408.00
TOTAL FOR: MOLLY ANNE BUCKHEIM			594.60
18370	MATTHEW BUTLER		
	06012024	INTERPRETER SERVICE	267.10
TOTAL FOR: MATTHEW BUTLER			267.10
03586	C & G NEWSPAPERS		
	0020794-IN	FARMERS MKT 1/3 - WT	298.00
TOTAL FOR: C & G NEWSPAPERS			298.00
00211	CANFIELD EQUIPMENT SERVICE INC		
	295863	VEHICLE REPAIR & MAINTENANCE PARTS	405.00
TOTAL FOR: CANFIELD EQUIPMENT SERVICE INC			405.00
18731	CARL CORPORATION		
	INV41000093	LIBRARY TLC-GO 9/1/24-8/31/25	4,750.00
TOTAL FOR: CARL CORPORATION			4,750.00
RBOND	CARR, CAROLINE K		
	BENG-240107	BD Bond Refund	2,000.00
TOTAL FOR: CARR, CAROLINE K			2,000.00
16216	KARYN CARRICO		
	07022024	LIBRARY DETROIT NEWS/FREE PRESS DELIVERY THRU AUG 3	140.00
TOTAL FOR: KARYN CARRICO			140.00
00222	CARRIER & GABLE INC		
	IN40671	SCHOOL ZONE FLASHING SIGNS	9,823.50
TOTAL FOR: CARRIER & GABLE INC			9,823.50
12199	KEVIN CAVANAGH		
	07022024	REIMBURSE FOR K9 PURCHASES	726.00
TOTAL FOR: KEVIN CAVANAGH			726.00
14419	CHARDON LABORATORIES, INC		
	035101	ARENA COOLING TOWER CHEMICALS, SERVICE	280.00
TOTAL FOR: CHARDON LABORATORIES, INC			280.00
19297	REBECCA CHEEZUM		
	CHEEZUM 74600	2ND REISSUE - REIMBURSE CAPCON CONF. LODGING, MILEA	746.00
TOTAL FOR: REBECCA CHEEZUM			746.00

Vendor Code	Vendor Name	Description	Amount
	Invoice		
UBREFUND	CHELSEA DRISCOLL		
	07/17/2024	UB refund for account: 3009000001	469.76
TOTAL FOR: CHELSEA DRISCOLL			469.76
03756	ELIZABETH CHIAPPELLI		
	13RO07496 FNL	MIDC COUNSEL	150.00
	1JUNOD24	MIDC COUNSEL	720.00
	22RO06470 FNL	MIDC COUNSEL	120.00
	24BE01460 FNL	MIDC COUNSEL	180.00
	24RO03338 MFNL	MIDC COUNSEL	60.00
	24RO03344 FNL	MIDC COUNSEL	180.00
	2JUNOD24	MIDC COUNSEL	720.00
	3JUNOD24	MIDC COUNSEL	720.00
TOTAL FOR: ELIZABETH CHIAPPELLI			2,850.00
06036	SUSAN CHRZANOWSKI COLE		
	1MAYSCH24	MIDC COUNSEL	720.00
	20-01572 FNL	MIDC COUNSEL	420.00
	24BE01313 FNL	MIDC COUNSEL	210.00
	24BE01430 FNL	MIDC COUNSEL	150.00
	24BE01589 FNL	MIDC COUNSEL	360.00
	24R-00384 FNL	MIDC COUNSEL	540.00
	24RO00749 FNL	MIDC COUNSEL	180.00
	24RO01389 FNL	MIDC COUNSEL	210.00
	24RO02224 FNL	MIDC COUNSEL	240.00
	24RO02884 FNL	MIDC COUNSEL	270.00
	24RO02939 FNL	MIDC COUNSEL	180.00
	24RO03467 FNL	MIDC COUNSEL	180.00
TOTAL FOR: SUSAN CHRZANOWSKI COLE			3,660.00
13864	MARINA CHUPAC PLLC		
	17RO11983 FNL	MIDC COUNSEL	114.00
	22-01893 FNL2	MIDC COUNSEL	240.00
	23BE00487 FNL	MIDC COUNSEL	132.00
	23BE06616 FNL	MIDC COUNSEL	438.00
	23R-01859 FNL	MIDC COUNSEL	959.00
	23RO00147 FNL	MIDC COUNSEL	264.00
	24-00427 FNL	MIDC COUNSEL	656.00
	24-00431 FNL	MIDC COUNSEL	882.00
	24BE 01004A FNL	MIDC COUNSEL	442.00
	24R-00574 FNL	MIDC COUNSEL	216.00
	24R-00622 BW	MIDC COUNSEL	403.00
	24RO01979 FNL	MIDC COUNSEL	207.00
	24RO02383 FNL	MIDC COUNSEL	168.00
	24RO02692 FNL	MIDC COUNSEL	144.00
	24RO02695 FNL	MIDC COUNSEL	156.00
	24RO02704 FNL	MIDC COUNSEL	198.00
	24RO02857 FNL	MIDC COUNSEL	216.00
	24RO03021A FNL	MIDC COUNSEL	198.00
	24RO03026 FNL	MIDC COUNSEL	198.00
	24RO03034 FNL	MIDC COUNSEL	198.00
	24RO03141A FNL	MIDC COUNSEL	192.00
	24RO03207 FNL	MIDC COUNSEL	102.00
	24RO03469 FNL	MIDC COUNSEL	204.00
	24RO03548 FNL	MIDC COUNSEL	144.00
	SP4272463A FNL	MIDC COUNSEL	236.00
	SP4322410 FNL	MIDC COUNSEL	384.00
TOTAL FOR: MARINA CHUPAC PLLC			7,691.00

Vendor Code	Vendor Name	Description	Amount
	Invoice		
06649	CINTAS CORPORATION LOC 031		
	4196420131	CITY HALL MAT CLEANING	261.69
	4196857631	DPS MAT CLEANING	161.71
	4197636888	DPS MAT CLEANING	205.89
	4197760713	CITY HALL MAT CLEANING	261.69
	4198088386	SENIOR CTR MAT CLEANING	27.76
	4198090259	LIBRARY MAT CLEANING	25.00
	4198307797	DPS MAT CLEANING	197.92
	4198824672	SENIOR CTR MAT CLEANING	27.76
	5216814164	FIRST AID SUPPLIES NORMANDY OAKS PARK	224.72
	5217719073	FIRST AID SUPPLIES NORMANDY OAKS PARK	221.01
	5218035525	FIRST AID SUPPLIES ARENA	84.97
	5220083553	DPS GLOVES	176.80
TOTAL FOR: CINTAS CORPORATION LOC 031			1,876.92
17488	CIT INTERNATIONAL, INC.		
	29655	INTERNATIONAL CONFERENCE/CAVANAGH	500.00
	29656	INTERNATIONAL CONFERENCE/HERTZ	525.00
TOTAL FOR: CIT INTERNATIONAL, INC.			1,025.00
02754	CITY OF BERKLEY		
	0000025750	JULY 2024 ANIMAL CONTROL SERVICES	4,586.01
	JUN 2024	LEGACY FEES COLLECTED BY THE COURT	249.25
	JUNE 2024	FEES COLLECTED BY THE COURT	12,009.90
TOTAL FOR: CITY OF BERKLEY			16,845.16
12681	BRENT CLOVER		
	071524	FARMERS MKT BRICK SANDBLASTING	350.00
TOTAL FOR: BRENT CLOVER			350.00
18697	C-MORE GREEN INC.		
	7295	FERTILIZER APPLICATIONS	8,200.00
TOTAL FOR: C-MORE GREEN INC.			8,200.00
RBOND	COMCAST		
	BENG-230257	BD Bond Refund	2,000.00
TOTAL FOR: COMCAST			2,000.00
17484	COMMPAR, LLC		
	7027130-00	VEHICLE REPAIR & MAINT. PARTS	179.98
	7027183-00	VEHICLE REPAIR & MAINT. PARTS	99.60
TOTAL FOR: COMMPAR, LLC			279.58

PAID

Vendor Code	Vendor Name	Description	Amount
00310	CONTRACTOR'S CLOTHING CO		
	7-121072	UNIFORMS	33.35
	7-121740	UNIFORMS	111.01
	7-121789	UNIFORMS	89.99
	7-121815	UNIFORMS	178.53
	7-121817	UNIFORMS	193.85
	7-121831	UNIFORMS	107.26
	7-121833	UNIFORMS	189.53
	7-121889	UNIFORMS	241.51
	7-121910	UNIFORMS	207.04
	7-121938	UNIFORMS	10.00
	7-121956	UNIFORMS	222.42
	7-121958	UNIFORMS	53.99
	7-121959	UNIFORMS	246.95
	7-121960	UNIFORMS	212.97
	7-121962	UNIFORMS	28.60
	7-121963	UNIFORMS	155.89
	7-121964	UNIFORMS	99.00
	7-121966	UNIFORMS	153.30
	7-121988	UNIFORMS	10.00
	7-121989	UNIFORMS	10.00
	7-121994	UNIFORMS	17.09
	7-122006	UNIFORMS	224.95
	7-122007	UNIFORMS	67.98
	7-122008	UNIFORMS	48.00
	7-122011	UNIFORMS	37.00
	7-122012	UNIFORMS	328.78
	7-122013	UNIFORMS	53.99
	7-122014	UNIFORMS	144.96
	7-122018	UNIFORMS	32.51
	7-122019	UNIFORMS	32.00
	7-122033	UNIFORMS	53.99
	7-122034	UNIFORMS	215.96
	7-122035	UNIFORMS	318.20
	7-122039	UNIFORMS	79.99
	7-122040	UNIFORMS	179.82
	7-122041	UNIFORMS	146.86
	7-122042	UNIFORMS	71.96
	7-122059	UNIFORMS	102.98
	7-122073	UNIFORMS	117.97
	7-122074	UNIFORMS	184.46
	7-122076	UNIFORMS	32.00
	7-122106	UNIFORMS	44.99
	7-122108	UNIFORMS	112.96
	7-122113	UNIFORMS	226.29
	7-122114	UNIFORMS	148.45
	7-122115	UNIFORMS	43.56
	7-122123	UNIFORMS	197.44
	7-61518	CREDIT - UNIFORMS	(15.00)
	7-61521	CREDIT - UNIFORMS	(125.96)
	7-61522	CREDIT - UNIFORMS	(134.97)
TOTAL FOR: CONTRACTOR'S CLOTHING CO			5,544.40
00311	CONTRACTORS CONNECTION INC		
	7185628	SAFETY CLOTHING & GEAR	473.10
TOTAL FOR: CONTRACTORS CONNECTION INC			473.10
14414	CORE & MAIN		
	V168374	CURB STOP/BOX, COPPER, BRICKS, BLOCK, MORTAR, PIPES	5,820.00
TOTAL FOR: CORE & MAIN			5,820.00
13359	COSTAR REALTY INFORMATION, INC		
	121004387	DUES & MEMBERSHIPS COSTAR SUITE 7/1-31 2024	937.42
TOTAL FOR: COSTAR REALTY INFORMATION, INC			937.42

Vendor Code	Vendor Name	Description	Amount
10057	COSTELLO LAW OFFICE PLLC		
	1JUNARR24	MIDC COUNSEL	1,080.00
TOTAL FOR: COSTELLO LAW OFFICE PLLC			1,080.00
18734	GRACE CRIVELLO		
	22R-00514 BW	MIDC COUNSEL	710.00
	23RO04060 FNL	MIDC COUNSEL	740.00
	23RO07757A FNL	MIDC COUNSEL	90.00
	24RO00013 FNL	MIDC COUNSEL	150.00
	24RO00681 FNL	MIDC COUNSEL	120.00
	24RO04142 FNL	MIDC COUNSEL	180.00
TOTAL FOR: GRACE CRIVELLO			1,990.00
17219	EMILY CROSBY		
	CROSBY 3594	REIMBURSE ART CRAWL SUPPLIES	35.94
TOTAL FOR: EMILY CROSBY			35.94
17716	CROWN CASTLE FIBER LLC		
	1609587	31100 WOODWARD DEDICATED INTERNET ACCESS 7/1-31 202	809.00
TOTAL FOR: CROWN CASTLE FIBER LLC			809.00
19412	D.I.G. PHOTO		
	CS 2001	VINSETTA BRIDGES, MODEL T PHOTOS	300.00
TOTAL FOR: D.I.G. PHOTO			300.00
RBOND	DAGHER SIGNS & GRAPHICS		
	BENG-240074	BD Bond Refund	2,000.00
TOTAL FOR: DAGHER SIGNS & GRAPHICS			2,000.00
12321	MICHAEL DEAN		
	1JUNSCH24	MIDC COUNSEL	360.00
	23BE05170 FNL	MIDC COUNSEL	210.00
	23BE05477 FNL	MIDC COUNSEL	240.00
	23R-01379 FNL	MIDC COUNSEL	188.00
	23R-02080 FNL	MIDC COUNSEL	240.00
	24-00115 FNL	MIDC COUNSEL	450.00
	24R-00017 FNL	MIDC COUNSEL	180.00
	24RO00040 BW	MIDC COUNSEL	120.00
	24RO00044 FNL	MIDC COUNSEL	120.00
	24RO00046 FNL	MIDC COUNSEL	150.00
	24RO00055 FNL	MIDC COUNSEL	180.00
	24RO00391 BW	MIDC COUNSEL	210.00
	24RO00671 FNL	MIDC COUNSEL	240.00
	24RO00993A FNL	MIDC COUNSEL	180.00
	24RO01458 FNL	MIDC COUNSEL	200.00
	24RO02434 FNL	MIDC COUNSEL	120.00
	24RO02439 FNL	MIDC COUNSEL	120.00
	24RO02488 FNL	MIDC COUNSEL	100.00
	24RO02495 FNL	MIDC COUNSEL	90.00
	24RO03129A FNL	MIDC COUNSEL	120.00
	24RO04147 BW	MIDC COUNSEL	120.00
	2JUNSCH24	MIDC COUNSEL	360.00
TOTAL FOR: MICHAEL DEAN			4,298.00
19084	THE DENT SHOP		
	1307	CLAIM 2401952 DATE OF LOSS 5/6/24	1,927.10
	1314	CLAIM #2401950	1,116.18
	1315	REPAIRS UNIT 808 - MMRMA DENIED, OUT OF TIMELY FILI	1,609.40
TOTAL FOR: THE DENT SHOP			4,652.68

Vendor Code	Vendor Name	Description	Amount
Invoice			
RBOND	DEREK T. MACKIE		
	00269328	BD Payment Refund	63.00
TOTAL FOR: DEREK T. MACKIE			63.00
19368	DETROIT HITCH CO.		
	651028	P&F BATWING MOWER PARTS	2.70
	651031	P&F BATWING MOWER PARTS	14.40
TOTAL FOR: DETROIT HITCH CO.			17.10
00843	DETROIT METRO TIMES		
	206932	FARMERS MKT CITY GUIDE DETROIT SPECIAL	450.00
	207187	FARMERS MKT 1/2 PG DMT 1/2H DETROIT	450.00
TOTAL FOR: DETROIT METRO TIMES			900.00
17271	MARK DEVARTANIAN		
	3175	FARMERS MKT ENTERTAINMENT COORDINATION/PERFORMANCE	2,000.00
TOTAL FOR: MARK DEVARTANIAN			2,000.00
18600	JAMES DICK		
	18RO02230 FNL	MIDC COUNSEL	270.00
	20-00620 FNL	MIDC COUNSEL	780.00
	24RO03296 FNL	MIDC COUNSEL	150.00
	SP4332226A FNL	MIDC COUNSEL	60.00
TOTAL FOR: JAMES DICK			1,260.00
RBOND	DREAM CRUISE PROPERTY LLC		
	BB46248	BD Bond Refund	200.00
TOTAL FOR: DREAM CRUISE PROPERTY LLC			200.00
00380	DTE ENERGY		
	04968 07/24	205 S TROY ST	475.56
	10254 07/24	260 W 7TH ST # PK EQUIP	106.82
	11245 07/24	351 W 7TH ST # PK EQUIP	107.71
	11401 07/24	260 E UNIVERSITY AVE # PK EQUIP	77.81
	38882 07/24	32221 WOODWARD	18.90
	52334 07/24	31100 WOODWARD BLDG PARK	19.98
	52714 07/24	1024 LEXINGTON BLVD	19.72
	52961 07/24	31000 WOODWARD	1,819.26
	53092 07/24	400 S TROY ST	748.65
	53332 07/24	401 W 6TH ST	268.40
	53431 07/24	3800 BENJAMIN AVE	31.05
	53571 07/24	3511 COOLIDGE	2,567.82
	53985 07/24	31050 WOODWARD	63.43
	54124 07/24	218 W 4TH ST	531.11
	54249 07/24	151 W 11 MILE	98.02
	54470 07/24	215 E 6TH ST	2,514.86
	54603 07/24	204 S WASHINGTON AVE	245.20
	54876 07/24	31004 WOODWARD	490.93
	55105 07/24 #2	316 E 11 MILE RD	3,830.99
	55246 07/24	3405 HILLSIDE DR	69.41
	55493 07/24	114 W 4TH ST	477.61
	55733 07/24	1205 W 13 MILE	45.85
	55865 07/24	928 S MAIN ST	68.37
	5903 07/24	90-O-450 STREETLIGHTS 6/1-30 2024	69,204.57
	68223 07/24	309 W 6TH ST	21.90
	68595 07/24	1513 S MAIN ST BLDG SPRN	19.52
	68744 07/24	1102 GREENLEAF DR BLDG 1	29.83
	7379 05/24	1403 LEXINGTON BLVD	11,352.55
	9078 07/24 #2	222 E 11 MILE	6,823.04
TOTAL FOR: DTE ENERGY			102,148.87

Vendor Code	Vendor Name	Description	Amount
Invoice			
13350	DU ALL CLEANING		
	17123	CLEANING SERVICES CITY HALL 6/1-30 2024	3,350.00
	17124	CLEANING SERVICES POLICE 6/1-30 2024	3,345.00
	17125	CLEANING SERVICES, SUPPLIES LIBRARY 6/1-30 2024	3,826.39
TOTAL FOR: DU ALL CLEANING			10,521.39
00422	DUNCAN PARKING TECHNOLOGIES, INC		
	DPT048232	JULY 2024 LIBERY PEMS FEE	512.50
TOTAL FOR: DUNCAN PARKING TECHNOLOGIES, INC			512.50
19337	PRISCILLA DUNLAP		
	6317	ROSES	45.00
	6318	ROSES	30.00
	6319	ROSES	45.00
	6320	ROSES	45.00
	6322	ROSES	30.00
	6359	ROSES	45.00
	6360	ROSES	30.00
TOTAL FOR: PRISCILLA DUNLAP			270.00
10634	JOHN EHLKE		
	2023-24	BOOT ALLOWANCE	238.50
TOTAL FOR: JOHN EHLKE			238.50
19406	EICHER CONSULTING LLC		
	1707	LIBRARY LECTURE/VISUAL PRESENTATION SERVICES AUG 6	430.00
TOTAL FOR: EICHER CONSULTING LLC			430.00
17965	ELECTROCYCLE, INC.		
	53627	FINANCE FY 2016-17 (13 BOXES) + 1 FINANCE, I CLERK	140.00
TOTAL FOR: ELECTROCYCLE, INC.			140.00
16017	ENVISIONWARE, INC.		
	INV-US-71393	LIBRARY ANNUAL MAINT./SUBSCRIPTION RENEWAL 10/1/24-	3,418.50
TOTAL FOR: ENVISIONWARE, INC.			3,418.50
07636	FRANK EVERINGHAM		
	07162024	ELECTRICAL INSPECTOR 7/1-12 2024	1,125.00
TOTAL FOR: FRANK EVERINGHAM			1,125.00
05396	FACTUAL DATA		
	5029891	CREDIT REPORTS	13.55
TOTAL FOR: FACTUAL DATA			13.55
00480	FEDERAL EXPRESS CORP		
	8-535-10691	POLICE SHIPPING COST	28.58
	8-542-02681	POLICE SHIPPING COST	29.28
TOTAL FOR: FEDERAL EXPRESS CORP			57.86
00486	FIRE DEFENSE EQUIPMENT CO INC		
	012341X	SENIOR CTR SEMI-ANNUAL KITCHEN FIRE SUPP SYS INSPEC	358.51
	012409	LIBRARY ANNUAL FIRE ALARM SYSTEM INSPECTION	996.00
	12081	514 S LAFAYETTE FIRE ALARM SYSTEM	8,895.00
TOTAL FOR: FIRE DEFENSE EQUIPMENT CO INC			10,249.51

Vendor Code	Vendor Name	Description	Amount
06960	FIRST CHOICE SERVICES		
	005017	COFFEE SERVICES FIRE 2	280.45
	005018	COFFEE SERVICES SENIOR CTR	514.78
	005516	COFFEE SERVICES FIRE 3	378.93
	005517	COFFEE SERVICES DPS	852.20
	005518	COFFEE SERVICES LIBRARY	614.69
	006880	CITY HALL CSTOUCH POD BREWER JULY RENTAL	75.00
	006881	DPS ICE DISPENSER JULY RENTAL	165.00
TOTAL FOR: FIRST CHOICE SERVICES			2,881.05
14022	FLEIS & VANDENBRINK		
	70199	CDBG FUNDED PARK IMPROVEMENTS LOCKMAN, CLAWSON PARK	12,664.00
TOTAL FOR: FLEIS & VANDENBRINK			12,664.00
19422	NORA FOSTER		
	7610	DEATH BENEFIT/DONALD FOSTER	4,000.00
TOTAL FOR: NORA FOSTER			4,000.00
19294	ANGELA FOX		
	FOX 11323	REIMBURSE CLIMATE CONFERENCE MILEAGE	113.23
	FOX 13266	REIMBURSE RSC ACADEMY MILEAGE	132.66
	FOX 7772	REIMBURSE RECYCLING CONFERENCE MILEAGE	77.72
TOTAL FOR: ANGELA FOX			323.61
14775	FRAIBERG & PERNIE, PLLC.		
	24RO04103 FNL	MIDC COUNSEL	300.00
TOTAL FOR: FRAIBERG & PERNIE, PLLC.			300.00
RTAXX	FRANCO, JOSEPH		
	07/17/2024	2024 Sum Tax Refund 72-20-32-457-002	477.90
TOTAL FOR: FRANCO, JOSEPH			477.90
00507	FRENTZ AND SONS HARDWARE CO		
	H426127	DISC. SUPPLIES CONCRETE	47.67
	N3559	DISC. SUPPLIES FIRE	31.08
	N3580	DISC. SUPPLIES P&F	30.11
	N3598	DISC. SUPPLIES ANIMAL SHELTER	18.70
	N3604	DISC. SUPPLIES FIRE	46.76
	N3605	DISC. SUPPLIES FIRE	17.09
	N3615	DISC. SUPPLIES POLICE	58.36
	N3616	DISC. SUPPLIES DPS	31.82
	N3624	DISC. SUPPLIES P&F	85.05
	P4593	DISC. SUPPLIES	22.11
	P4622	DISC. SUPPLIES ARBORETUM	43.11
	P4653	DISC. SUPPLIES PARKING BUILDING REPAIR	122.13
	P4744	DISC. SUPPLIES HARDWARE	79.72
	P4800	DISC. SUPPLIES DPS TOOLS	22.09
	P4829	DISC. SUPPLIES KEYS CUT	26.91
TOTAL FOR: FRENTZ AND SONS HARDWARE CO			682.71
09977	PATRICK GAGNIUK		
	1APRSCH24	MIDC COUNSEL	1,440.00
	23-01040 FNL	MIDC COUNSEL	670.00
	23-01043 FNL	MIDC COUNSEL	585.00
	23RO05942 FNL	MIDC COUNSEL	660.00
	24RO00225 FNL	MIDC COUNSEL	510.00
	24RO02342 FNL	MIDC COUNSEL	180.00
	24RO02499 FNL	MIDC COUNSEL	180.00
	SP3727484 FNL	MIDC COUNSEL	150.00
TOTAL FOR: PATRICK GAGNIUK			4,375.00

Vendor Code	Vendor Name	Description	Amount
05461	GALE/CENGAGE LEARNING		
	84653964	BOOKS	78.72
	84668551	BOOKS	163.95
TOTAL FOR: GALE/CENGAGE LEARNING			242.67
04825	GARRETT DOOR COMPANY		
	32392	FIRE 1 DOOR REPAIR	85.00
	32415	DPS INSTALL ROLLER CHAIN	212.50
	32430	POLICE SOUTH GARAGE DOOR REPLACEMENT	11,912.50
TOTAL FOR: GARRETT DOOR COMPANY			12,210.00
14202	GETAWAY TOURS		
	CONTRACT 082124RO	SENIOR CTR AUG 21 QUILT SHOW TRIP BALANCE	1,695.00
TOTAL FOR: GETAWAY TOURS			1,695.00
18547	JESSICA GIBBS		
	07022024	LIBRARY FIT, PLAY AND READ AUGUST 2024	50.00
TOTAL FOR: JESSICA GIBBS			50.00
19423	CAROL GLUSHYN		
	7657	DEATH BENEFIT/ROBERT GLUSHYN	4,000.00
TOTAL FOR: CAROL GLUSHYN			4,000.00
09839	JUAN M. GONZALEZ		
	1JUNARR24	MIDC COUNSEL	1,440.00
	1JUNVOP24	MIDC COUNSEL	600.00
	21RO03656 FNL	MIDC COUNSEL	180.00
	22RO00137 FNL	MIDC COUNSEL	120.00
	24RO0889 FNL	MIDC COUNSEL	630.00
	2JUNVOP24	MIDC COUNSEL	660.00
TOTAL FOR: JUAN M. GONZALEZ			3,630.00
11178	PATRICK T. GRADY P.C.		
	07162024	HOCKEY REFEREE	82.00
TOTAL FOR: PATRICK T. GRADY P.C.			82.00
00541	GRAINGER		
	9168238534	VEHICLE REPAIR & MAINTENANCE PARTS	191.46
TOTAL FOR: GRAINGER			191.46
19208	GRINDER HOCKEY LLC		
	GH24-EBC-12-ROYALC	12 ROYAL OAK EAGLES PEEWEE TEAM TOURNAMENT REGISTRA	1,595.00
TOTAL FOR: GRINDER HOCKEY LLC			1,595.00
16237	GUNNERS METERS & PARTS, INC.		
	15738	METER COUPLINGS	390.00
	16096	WATER MAINT. COMPRESSION PARTS	836.00
TOTAL FOR: GUNNERS METERS & PARTS, INC.			1,226.00
17613	HAMPSHIRE FARMS		
	07132024	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR	120.00
TOTAL FOR: HAMPSHIRE FARMS			120.00
19035	CATELYN HARRIS		
	07152024	SUMMER 2 SWIM INSTRUCTOR	186.60
TOTAL FOR: CATELYN HARRIS			186.60

Vendor Code	Vendor Name	Description	Amount
19421	KATHY HARVEY		
	8132	REFUND BIANCO MYSTERY TRIP FEE	180.00
TOTAL FOR: KATHY HARVEY			180.00
00577	HEALTH ALLIANCE PLAN		
	100010862010	AUG 2024 PREMIUM	55,433.74
TOTAL FOR: HEALTH ALLIANCE PLAN			55,433.74
RBOND	HENRY EDWARD BARTRAM		
	00268109	BD Payment Refund	50.00
TOTAL FOR: HENRY EDWARD BARTRAM			50.00
02660	HERSCH'S INC		
	825975	RAILROAD TRACKS HERBICIDE APPLICATION	450.00
	825976	RAILROAD TRACKS HERBICIDE APPLICATION	525.00
TOTAL FOR: HERSCH'S INC			975.00
19183	AMANDA HERZOG		
	HERZOG 10975	REIMBURSE MILEAGE 5/4 WOMEN'S LEADERSHIP SUMMIT	109.75
	HERZOG 11576	REIMBURSE 5/15 FOOD WASTE WORKSHOP EXPENSES	115.76
	HERZOG 14271	REIMBURSE 5/17-18 ELECTED OFFICIALS SUMMIT MILEAGE	142.71
	HERZOG 19449	REIMBURSE 5/16-17 CLIMATE CONFERENCE EXPENSES	194.49
TOTAL FOR: AMANDA HERZOG			562.71
08024	CHRISTIAN HILDEN		
	2024-25	BOOT ALLOWANCE	300.00
TOTAL FOR: CHRISTIAN HILDEN			300.00
15609	HMC LLC		
	S1903 PE18	S1903 SPOT SEWER REPAIRS - 2019 PROJECT	35,816.51
TOTAL FOR: HMC LLC			35,816.51
00599	HOME DEPOT		
	13310	MISC. OPERATING SUPPLIES	66.94
	2034114	WATER MAINTENANCE HYDRANT PAINT	113.96
	3012897	WATER MAINTENANCE PARTS	38.94
	3012924	SEWER DEPT TOOLS	72.94
	3012932	SEWER DEPT TOOLS	172.87
	3012940	P&F EVENT CANOPIES, EAR PROTECTION	432.57
	3032644	STREET LIGHT SUPPLIES	740.23
	3282097	P&F TRASH BAGS	159.76
	340566	PAINT	21.14
	4012695	WATER MAINTENANCE SUPPLIES	95.98
	6013973	WATER MAINTENANCE PARTS	77.37
	6191674	STARR JAYCEE PAVILION SUPPLIES	613.96
	7030440	POLICE ELECTRICAL & LIGHTING SUPPLIES	40.60
	7031997	WATER SERVICE TOOLS	70.27
	7180555	CREDIT - SIGN MATERIALS	(3.45)
	7641344	SIGN MATERIALS	60.89
	8280981	P&F LIBRARY MULCH	91.40
	8350927	OPERATING SUPPLIES	16.98
	8612555	PARKING DEPT MISC SUPPLIES	19.92
	9280938	PARKING DEPT BUILDING REPAIR SUPPLIES	84.91
TOTAL FOR: HOME DEPOT			2,988.18
RBOND	HOME DEPOT USA INC		
	00268848	BD Payment Refund	109.00
TOTAL FOR: HOME DEPOT USA INC			109.00

Vendor Code	Vendor Name	Description	Amount
17364	HOWELL NATURE CENTER 526403 BAL	LIBRARY ADULT WILDLIFE PROGRAM BALANCE	365.88
TOTAL FOR: HOWELL NATURE CENTER			365.88
11562	DONNA HUGHES DH003	HERO BELLS DIRECTOR 5 OFF-SITE SHOWS	400.00
TOTAL FOR: DONNA HUGHES			400.00
17640	HUNTINGTON WINDOW FASHIONS QUOTE 18791532	LIBRARY SCREEN ROLLERS 50% DEPOSIT	1,876.75
TOTAL FOR: HUNTINGTON WINDOW FASHIONS			1,876.75
00608	HYDROCORP CI-01257	CROSS CONNECTION CONTROL PROGRAM INSPECTION/REPORTI	17,515.00
TOTAL FOR: HYDROCORP			17,515.00
19278	ICONIC GOALTENDING 822	2012 T2 EAGLES 5 APRIL GAMES	500.00
TOTAL FOR: ICONIC GOALTENDING			500.00
19088	IMPERIAL DADE 6046467-00 90048980-00 90051355-00	CREDIT - SENIOR CTR CLEANING SUPPLIES FIRE 3 CLEANING SUPPLIES SENIOR CTR CLEANING SUPPLIES	(217.66) 1,879.86 204.76
TOTAL FOR: IMPERIAL DADE			1,866.96
15802	INGRAM LIBRARY SERVICES 82547999 82559086 82589525 82644805 82682607	BOOKS CREDIT - BOOKS BOOKS BOOKS BOOKS	892.08 (17.00) 566.57 78.49 186.15
TOTAL FOR: INGRAM LIBRARY SERVICES			1,706.29
13483	INTEGRITY BUSINESS SOLUTIONS 2588317-0	PAPER FOR CLERK	146.97
TOTAL FOR: INTEGRITY BUSINESS SOLUTIONS			146.97
16136	INVOICE CLOUD 1816-2024_6	JUNE 2024 FEES	2,703.10
TOTAL FOR: INVOICE CLOUD			2,703.10
01179	IRON MOUNTAIN RECORDS MGT JNZN495	DT407 STORAGE FEES ATTORNEY 7/1-31 2024	45.69
TOTAL FOR: IRON MOUNTAIN RECORDS MGT			45.69
UBREFUND	JASON TIMMS 07/17/2024	UB refund for account: 2905050901	213.70
TOTAL FOR: JASON TIMMS			213.70
03979	JAY'S SEPTIC TANK SERVICE I157822 I159050 I159303	HAND SANITIZER 31050 WOODWARD 7/5-8, CLEANING 7/6 & HAND SANITIZER 1300 LONGFELLOW 7/10-8/6 HAND SANITIZER 1403 LEXINGTON 7/12-8/8	920.00 830.00 280.00
TOTAL FOR: JAY'S SEPTIC TANK SERVICE			2,030.00

Vendor Code	Vendor Name	Description	Amount
17298	JCR SUPPLY INC		
	180211	DPS CLEANING SUPPLIES	565.95
	181423	DPS CLEANING SUPPLIES	196.46
TOTAL FOR: JCR SUPPLY INC			762.41
17338	JETT PUMP & VALVE		
	24819	POLICE SENSAPHONE 1-YR MONITORING SYSTEM SUBSCRIPTI	645.23
TOTAL FOR: JETT PUMP & VALVE			645.23
01915	JH HART URBAN FORESTRY		
	104291	TREE TRIMMING, REMOVAL & FORESTRY ISSUES 6/17-21 20	8,004.00
	104533	TREE TRIMMING, REMOVAL & FORESTRY ISSUES 6/24-28 20	11,111.01
TOTAL FOR: JH HART URBAN FORESTRY			19,115.01
00680	JOE'S AUTO PARTS INC		
	159317	VEHICLE REPAIR & MAINTENANCE PARTS	8.12
	159906	VEHICLE REPAIR & MAINTENANCE PARTS	20.41
	160041	VEHICLE REPAIR & MAINTENANCE PARTS	319.90
	160811	VEHICLE REPAIR & MAINTENANCE PARTS	141.59
TOTAL FOR: JOE'S AUTO PARTS INC			490.02
17673	JOHN HENRY'S MEATS		
	07062024	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR	431.80
TOTAL FOR: JOHN HENRY'S MEATS			431.80
10526	JOHNSON & WOOD LLC		
	35310	CITY HALL MAINTENANCE BILLING 3 OF 12	658.33
	35320	ANIMAL SHELTER MAINTENANCE INVOICE 3 OF 12	125.00
	35321	DPS MAINTENANCE INVOICE 3 OF 12	335.00
	35322	FARMERS MKT MAINTENANCE BILLING 3 OF 12	275.00
	35323	FIRE 1 MAINTENANCE INVOICE 3 OF 12	250.00
	35324	FIRE 2 MAINTENANCE INVOICE 3 OF 12	250.00
	35325	FIRE 3 MAINTENANCE INVOICE 3 OF 12	250.00
	35326	1411 W WEBSTER RD MAINTENANCE INVOICE 3 OF 12	100.00
	35327	LIBRARY MAINTENANCE INVOICE 3 OF 12	933.33
	35328	POLICE MAINTENANCE INVOICE 3 OF 12	1,487.50
	35329	SENIOR CTR MAINTENANCE INVOICE 3 OF 12	250.00
	35369	HEATING/COOLING REPAIRS POLICE	3,603.75
	35373	LIBRARY AC REPAIR	358.50
	35377	HEATING/COOLING REPAIRS ANIMAL SHELTER	460.00
	35380	DPS SERVICE CALL INVESTIGATE LEAK	230.00
TOTAL FOR: JOHNSON & WOOD LLC			9,566.41
05920	JOHNSON CONTROLS INC		
	1-133219393767	ARENA METASYS SERVICE CALL	543.95
TOTAL FOR: JOHNSON CONTROLS INC			543.95
15873	JONATHAN WITZ & ASSOCIATES		
	JWA24-050	2024 TACO FEST SPONSORSHIP PAYMENT #2	25,000.00
	JWA24-054	INSTALLMENT #1 HOLIDAY VILLAGE PRODUCTION/STAGING	150,000.00
	JWA24-056	HOLIDAY VILLAGE 25% SUPPORT INSTALLMENT #1	25,000.00
TOTAL FOR: JONATHAN WITZ & ASSOCIATES			200,000.00
RBOND	JW Restoration Concepts Inc		
	BENG-240096	BD Bond Refund	1,000.00
TOTAL FOR: JW Restoration Concepts Inc			1,000.00
11272	K & Q LAW, LLC		
	1APRARR24CQ	MIDC COUNSEL	1,440.00
	1MAYARR24CQ	MIDC COUNSEL	1,800.00
TOTAL FOR: K & Q LAW, LLC			3,240.00

Vendor Code	Vendor Name	Description	Amount
17927	K MILLER LAW PLLC 1JUNARR24	MIDC COUNSEL	1,080.00
TOTAL FOR: K MILLER LAW PLLC			1,080.00
07719	LYNNE KALEITA		
	5426	ROSES	45.00
	5427	ROSES	45.00
	5751	ROSES	67.50
	6227	ROSES	30.00
	6228	ROSES	45.00
TOTAL FOR: LYNNE KALEITA			232.50
18610	PETER KALINOWSKI 07162024	HOCKEY REFEREE	82.00
TOTAL FOR: PETER KALINOWSKI			82.00
15142	KANOPY LLC 405113-PPU	DOWNLOADABLES-AUDIO, VIDEO	521.90
TOTAL FOR: KANOPY LLC			521.90
17344	KAPLAN LAW OFFICE		
	24RO00076 FNL	MIDC COUNSEL	120.00
	24RO00813 FNL	MIDC COUNSEL	150.00
TOTAL FOR: KAPLAN LAW OFFICE			270.00
UBREFUND	KELLI BIEHL 07/17/2024	UB refund for account: 1608600101	248.70
TOTAL FOR: KELLI BIEHL			248.70
19044	CHARLENE KEMP CK001	WHEN ANGER GETS ITS WAY CLASS INSTRUCTOR SUMMER	64.00
TOTAL FOR: CHARLENE KEMP			64.00
15444	KENT COMMUNICATIONS 9179-159351	CLERK BALLOT POSTAGE & PROCESSING	4,580.74
TOTAL FOR: KENT COMMUNICATIONS			4,580.74
03704	MIKE KINASZ 07162024	HOCKEY REFEREE SCHEDULING FEE	20.00
TOTAL FOR: MIKE KINASZ			20.00
00112	THE KITCHEN INC		
	81719	PRISONER MEALS	217.87
	81745	PRISONER MEALS	217.87
TOTAL FOR: THE KITCHEN INC			435.74
06122	KONE INC 871375905	110 E 11 MILE PARKING MAINTENANCE 6/1/24-5/31/25	10,738.80
TOTAL FOR: KONE INC			10,738.80
10604	KRIEGER-KLATT ARCHITECTS INC 8891	PROJECT 23-127 SENIOR CENTER RESTROOMS	1,170.00
TOTAL FOR: KRIEGER-KLATT ARCHITECTS INC			1,170.00

PAID

Vendor Code	Vendor Name	Description	Amount
Invoice			
15537	LA GRASSO, ABDO & SILVERI PLLC		
	14RO01534 FNL	MIDC COUNSEL	150.00
	18RO09282 FNL	MIDC COUNSEL	120.00
	19-00440 BW	MIDC COUNSEL	440.00
	19RO10454 FNL	MIDC COUNSEL	120.00
	1APRVOP24	MIDC COUNSEL	720.00
	1JULSCH24	MIDC COUNSEL	4,680.00
	1MAYVOP24	MIDC COUNSEL	540.00
	23-02005 FNL	MIDC COUNSEL	720.00
	23BE04809 FNL	MIDC COUNSEL	210.00
	23BE05412 FNL	MIDC COUNSEL	360.00
	23BE05791 FNL	MIDC COUNSEL	210.00
	23BE05804M FNL	MIDC COUNSEL	270.00
	23BE05805 FNL	MIDC COUNSEL	180.00
	23BE05812A FNL	MIDC COUNSEL	150.00
	23BE06597 FNL	MIDC COUNSEL	180.00
	23RO03074 FNL	MIDC COUNSEL	220.00
	23RO04578 FNL	MIDC COUNSEL	420.00
	23RO06241 FNL	MIDC COUNSEL	540.00
	23RO06244 FNL	MIDC COUNSEL	270.00
	23RO06274 FNL	MIDC COUNSEL	360.00
	23RO06809 FNL	MIDC COUNSEL	180.00
	23RO06819 FNL	MIDC COUNSEL	120.00
	23RO06841 FNL	MIDC COUNSEL	300.00
	23RO08068 FNL	MIDC COUNSEL	120.00
	23RO08076 FNL	MIDC COUNSEL	90.00
	23RO08104A FNL	MIDC COUNSEL	180.00
	23RO08263 BW	MIDC COUNSEL	120.00
	23RO08269 BW	MIDC COUNSEL	240.00
	23RO08278A BW	MIDC COUNSEL	390.00
	24B-00338 BW	MIDC COUNSEL	120.00
	24BE00014 FNL	MIDC COUNSEL	90.00
	24BE00083 NFNL	MIDC COUNSEL	180.00
	24R-00176 FNL	MIDC COUNSEL	210.00
	24RO00003 FNL	MIDC COUNSEL	180.00
	24RO00039 FNL	MIDC COUNSEL	180.00
	24RO00099 FNL	MIDC COUNSEL	150.00
	24RO00104 FNL	MIDC COUNSEL	120.00
	24RO00106 FNL	MIDC COUNSEL	120.00
	24RO00122 FNL	MIDC COUNSEL	330.00
	24RO00125 FNL	MIDC COUNSEL	90.00
	24RO00581 FNL	MIDC COUNSEL	120.00
	24RO00585 FNL	MIDC COUNSEL	270.00
	24RO01662 FNL	MIDC COUNSEL	210.00
	24RO03106 FNL	MIDC COUNSEL	60.00
	24RO08268 FNL	MIDC COUNSEL	210.00
	D444259 FNL	MIDC COUNSEL	265.00
	SP4313628 FNL	MIDC COUNSEL	120.00
TOTAL FOR: LA GRASSO, ABDO & SILVERI PLLC			15,625.00
06075	LAW OFFICES OF CHARESA D. JOHNSON		
	1JUNARR24	MIDC COUNSEL	1,440.00
TOTAL FOR: LAW OFFICES OF CHARESA D. JOHNSON			1,440.00
10468	LAW OFFICES OF RANDALL J. SECONTINE		
	1JUNVOP24	MIDC COUNSEL	810.00
TOTAL FOR: LAW OFFICES OF RANDALL J. SECONTINE			810.00
13055	LAW OFFICES OF STEVEN P. LYNCH		
	1JUNARR24	MIDC COUNSEL	1,080.00
	1JUNVOP24	MIDC COUNSEL	540.00
	22-01062 FNL	MIDC COUNSEL	240.00
	2JUNVOP24	MIDC COUNSEL	510.00
TOTAL FOR: LAW OFFICES OF STEVEN P. LYNCH			2,370.00

Vendor Code	Vendor Name	Description	Amount
19046	JASON LOCKE 06082024	SOCIAL DISTRICT SATURDAY PERFORMER FEE	200.00
TOTAL FOR: JASON LOCKE			200.00
13485	LEARN TO SKATE USA LTS0423776	SKATING MEMBERSHIPS	2,712.50
TOTAL FOR: LEARN TO SKATE USA			2,712.50
15697	THE LEGAL PUGILISTS 5059 5060 5061	INDIGENT DEFENSE MANAGED ASSIGNED COUNCIL COORDINAT INDIGENT DEFENSE MANAGED ASSIGNED COUNCIL COORDINAT INDIGENT DEFENSE MANAGED ASSIGNED COUNCIL COORDINAT	7,560.00 7,560.00 7,560.00
TOTAL FOR: THE LEGAL PUGILISTS			22,680.00
17184	LESLIE'S POOLMART, INC. 00099-01-086703	SPLASH PAD SUPPLIES	84.36
TOTAL FOR: LESLIE'S POOLMART, INC.			84.36
04678	LEXISNEXIS RISK SOLUTIONS 1126950-20240630	COMPUTER/TELECOM EQUIP LEASES & RENTALS JUNE 2024	200.00
TOTAL FOR: LEXISNEXIS RISK SOLUTIONS			200.00
14825	LIBRARY IDEAS 114735	FREADING PAY AS YOU GO JUNE USAGE	13.00
TOTAL FOR: LIBRARY IDEAS			13.00
19363	LIFE FITNESS QUOTE 3734558-1R	SENIOR CTR FITNESS EQUIPMENT	45,005.81
TOTAL FOR: LIFE FITNESS			45,005.81
17133	LIVINGSTON COUNTY ASSESSORS ASSOC. 07162024	CLASS REGISTRATION/VASEAU	30.00
TOTAL FOR: LIVINGSTON COUNTY ASSESSORS ASSOC.			30.00
00766	LOOMIS 13511538	ARMORED CAR SERVICE JUNE 2024	465.83
TOTAL FOR: LOOMIS			465.83
06188	MADISON HEIGHTS TIRE & AUTO 146058	TIRES AS NEEDED	1,270.00
TOTAL FOR: MADISON HEIGHTS TIRE & AUTO			1,270.00
09590	MANOOGIAN LAW, PLLC 23R-01869 FNL 24-00458 FNL 24B-00655 FNL 24RO03702 FNL 2JUNSCH24 2JUNVOP24 3JUNSCH24	MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL	630.00 210.00 600.00 90.00 360.00 510.00 360.00
TOTAL FOR: MANOOGIAN LAW, PLLC			2,760.00
07293	MARCEL BENAVIDES LAW OFFICE 20RO05743 FNL 23RO01084 FNL 23RO07935 FNL 24RO00420A BW	MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL MIDC COUNSEL	240.00 330.00 438.00 720.00
TOTAL FOR: MARCEL BENAVIDES LAW OFFICE			1,728.00

Vendor Code	Vendor Name	Description	Amount
18054	MARILYN'S SMOOTHIES		
	07062024	EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR	181.00
TOTAL FOR: MARILYN'S SMOOTHIES			181.00
13083	MARINE CITY NURSERY COMPANY		
	48570	2024 SPRING TREE PLANTING PROGRAM	14,722.00
TOTAL FOR: MARINE CITY NURSERY COMPANY			14,722.00
08339	MAZUR MARKET MANAGEMENT LLC		
	240702	CONTRACTED WORKER SERVICES 2024-25 MMM 7/1-14 2024	12,852.23
TOTAL FOR: MAZUR MARKET MANAGEMENT LLC			12,852.23
03556	TIMOTHY P MC GLINCHEY		
	22RO06424 FNL	MIDC COUNSEL	120.00
	24-00288 FNL	MIDC COUNSEL	480.00
	24-00390 FNL	MIDC COUNSEL	510.00
	24BE00323 FNL	MIDC COUNSEL	630.00
	24R-00982 FNL	MIDC COUNSEL	480.00
	24RO00603 FNL	MIDC COUNSEL	270.00
	24RO00604 FNL	MIDC COUNSEL	660.00
	24RO01793 FNL	MIDC COUNSEL	150.00
	24RO04549 FNL	MIDC COUNSEL	300.00
	24RO05109 BW	MIDC COUNSEL	90.00
TOTAL FOR: TIMOTHY P MC GLINCHEY			3,690.00
08871	MICHAEL MCGHEE		
	2023-24 #2	BOOT ALLOWANCE	120.05
TOTAL FOR: MICHAEL MCGHEE			120.05
10945	DEBORAH MCKELVY		
	24BE01626A FNL	MIDC COUNSEL	150.00
TOTAL FOR: DEBORAH MCKELVY			150.00
15419	SARAH MCKENZIE		
	19BE06009A FNL	MIDC COUNSEL	240.00
	23R-00326 FNL	MIDC COUNSEL	1,201.00
	23RO06060 BW	MIDC COUNSEL	210.00
	SP3859014A FNL	MIDC COUNSEL	246.00
TOTAL FOR: SARAH MCKENZIE			1,897.00
RBOND	MICHAEL KENNETH ANDREWS		
	00269249	BD Payment Refund	112.00
TOTAL FOR: MICHAEL KENNETH ANDREWS			112.00
00869	MICHIGAN DEPT OF TRANSPORTATION		
	MDOT00297 CAP1941	2019/2020 CMAQ TRAFFIC SIGNAL IMPROVEMENTS	2,343.15
	MDOT00297 CAP2407	2024 CROOKS RESURFACING IMPROVEMENTS	519,954.21
TOTAL FOR: MICHIGAN DEPT OF TRANSPORTATION			522,297.36
00880	MICHIGAN MUNICIPAL LEAGUE		
	07162024	2ND QTR 2024 UNEMPLOYMENT CONTRIBUTION	1,613.10
	RENEWAL 0000902	MEMBERSHIP RENEWAL 7/1/24-6/30/25, LEGAL DEFENSE FU	13,663.00
TOTAL FOR: MICHIGAN MUNICIPAL LEAGUE			15,276.10
12298	MID AMERICA RINK SERVICES		
	12501	PROGRAM SUPPLIES	14.20
TOTAL FOR: MID AMERICA RINK SERVICES			14.20

Vendor Code	Vendor Name	Description	Amount
07278	MIDWEST COLLABORATIVE FOR LIBRARY		
	366257	ANNUAL MEMBERSHIP FEE	250.00
	366546	DIGITAL LIBRARIES MAGAZINE COLLECTION	4,192.78
	AR-130829	DIGITAL LIBRARIES DEPOSIT SUBSCRIPTION PERIOD 7/1/2	37,389.23
TOTAL FOR: MIDWEST COLLABORATIVE FOR LIBRARY			41,832.01
00899	MIDWEST TAPE		
	505681522	LIBRARY VIDEO & AUDIO RESOURCES	328.03
	505701554	HOOPLA & MEDIA	9,584.45
	505711577	HOOPLA & MEDIA	57.24
	505711578	HOOPLA & MEDIA	49.24
	505711579	HOOPLA & MEDIA	32.24
	505734796	HOOPLA & MEDIA	19.49
	505734797	HOOPLA & MEDIA	24.73
TOTAL FOR: MIDWEST TAPE			10,095.42
11035	MILLER CANFIELD PADDOCK AND		
	1655782	HARRISON V HALAS ET AL	180.00
	1655786	FOIA ELECTION REQUEST	3,000.00
	1655846	EISENBERG CLASS ACTION LAWSUIT	685.00
TOTAL FOR: MILLER CANFIELD PADDOCK AND			3,865.00
10401	MICHAEL MITCHELL		
	1JUNARR24	MIDC COUNSEL	1,440.00
TOTAL FOR: MICHAEL MITCHELL			1,440.00
03594	MICHIGAN MUN RISK MGMT AUTH ECP		
	MMRMA-D24061003	JUNE 2024 ELECTRIC CHOICE PROGRAM	15,671.97
TOTAL FOR: MICHIGAN MUN RISK MGMT AUTH ECP			15,671.97
14858	DOROTHY MOONEN		
	24-112061	REFUND AMBULANCE OVERPAYMENT	300.00
TOTAL FOR: DOROTHY MOONEN			300.00
03900	MORNINGSTAR INC.		
	36405752 7/8/24	LIBRARY SUBSCRIPTION 7/1/24-7/1/25	3,225.00
TOTAL FOR: MORNINGSTAR INC.			3,225.00
00916	MOTION INDUSTRIES		
	MI01-01046441	P&F GRINDING WHEELS	357.70
TOTAL FOR: MOTION INDUSTRIES			357.70
00917	MOTOR CITY ELECTRIC CO.		
	67009	2024 DOGHOUSE CONNECTION	2,338.50
TOTAL FOR: MOTOR CITY ELECTRIC CO.			2,338.50
08872	DONALD MOUNTAIN		
	2023-24	BOOT ALLOWANCE	211.98
TOTAL FOR: DONALD MOUNTAIN			211.98
16922	MUNICIPAL EMERGENCY SERVICES		
	IN2078596	FIRE UNIFORM CLOTHING & GEAR	932.53
TOTAL FOR: MUNICIPAL EMERGENCY SERVICES			932.53
17677	MUNICIPAL PARKING SERVICES		
	INV-100925	FEBRUARY 2024 RECONCILIATION	106,097.47
	INV-100926	MARCH 2024 RECONCILIATION	87,807.57
	INV-100927	APRIL 2024 RECONCILIATION	101,548.65
	INV-100928	MAY 2024 RECONCILIATION	99,858.42
TOTAL FOR: MUNICIPAL PARKING SERVICES			395,312.11

Vendor Code	Vendor Name	Description	Amount
17498	MUNIVATE		
	1108	BUILDING ONSITE CONFIGURATION/TRAINING, TRAVEL	2,542.00
TOTAL FOR: MUNIVATE			2,542.00
19410	DEANNA MURRAY		
	07152024	SUMMER 2 SWIM INSTRUCTOR	186.60
	07162024	SUMMER 1 SWIM INSTRUCTOR, LIFEGUARD	408.00
TOTAL FOR: DEANNA MURRAY			594.60
05865	NAPA AUTO PARTS MADISON HEIGHTS		
	4323-892987	PURCHASE OF PARTS AS NEEDED	134.04
	4323-893809	PURCHASE OF PARTS AS NEEDED	354.68
	4323-894818	PURCHASE OF PARTS AS NEEDED	283.80
	4323-895040	PURCHASE OF PARTS AS NEEDED	103.66
	4323-895060	PURCHASE OF PARTS AS NEEDED	50.67
	4323-895140	PURCHASE OF PARTS AS NEEDED	64.45
	4323-895272	PURCHASE OF PARTS AS NEEDED	100.36
	4323-895400	PURCHASE OF PARTS AS NEEDED	87.28
TOTAL FOR: NAPA AUTO PARTS MADISON HEIGHTS			1,178.94
12042	OSCAR NATAG-OY		
	NATAG-OY 8241	REIMBURSE MILEAGE 5/11-6/8 2024	82.41
TOTAL FOR: OSCAR NATAG-OY			82.41
00944	NATIONAL LADDER		
	1-72493	TOOLS & HARDWARE	181.80
TOTAL FOR: NATIONAL LADDER			181.80
11407	NATURAL COMMUNITY SERVICES		
	3789	NORMANDY OAKS MAINTENANCE	4,450.00
TOTAL FOR: NATURAL COMMUNITY SERVICES			4,450.00
09821	NATURAL WAY		
	2985176	OPTIMIST PARK PEST CONTROL	429.40
TOTAL FOR: NATURAL WAY			429.40
19212	NATURE'S BRUSH STUDIO		
	71124	PAINT LIKE BOB ROSS CLASS JULY 11	336.00
TOTAL FOR: NATURE'S BRUSH STUDIO			336.00
07664	JOHN NELLIS		
	6866	ROSES	40.00
	6868	ROSES	50.00
	6871	ROSES	40.00
	6872	ROSES	50.00
	6873	ROSES	55.00
TOTAL FOR: JOHN NELLIS			235.00
19352	NEOGOV		
	INV-45091	INSIGHT LICENSE 6/11/24-6/10/25	15,902.84
TOTAL FOR: NEOGOV			15,902.84
RBOND	NOBLE DEVELOPMENT INC		
	BB46149	BD Bond Refund	1,250.00
TOTAL FOR: NOBLE DEVELOPMENT INC			1,250.00
04675	NOWAK & FRAUS, PLLC		
	122381	12 MILE/MAIN ST GUARDRAIL	3,500.00
	122482	RATE ENGINEERING SITE PLAN REVIEWS	4,189.50
TOTAL FOR: NOWAK & FRAUS, PLLC			7,689.50

Vendor Code	Vendor Name	Description	Amount
19405	NV5 GEOSPATIAL 15778	GIS CONSULTING PREPAID SUPPORT BLOCK 24-25	25,000.00
TOTAL FOR: NV5 GEOSPATIAL			25,000.00
04313	NYE UNIFORM		
	882003	UNIFORMS FOR PD/FIRE	184.00
	884814	UNIFORMS FOR PD/FIRE	537.10
	885060	UNIFORMS FOR PD/FIRE	17.60
	885304	UNIFORMS FOR PD/FIRE	17.60
	885489	UNIFORMS FOR PD/FIRE	17.60
	885700	UNIFORMS FOR PD/FIRE	76.10
	885796	UNIFORMS FOR PD/FIRE	205.00
	886330	UNIFORMS FOR PD/FIRE	164.50
	886487	UNIFORMS FOR PD/FIRE	532.00
	888195	UNIFORMS FOR FIRE	520.00
	888518	UNIFORMS FOR PD/FIRE	235.50
	888706	UNIFORMS FOR PD/FIRE	159.00
	889216	UNIFORMS FOR PD/FIRE	165.50
	889244A	UNIFORMS FOR PD/FIRE	1,198.90
	890629	UNIFORMS FOR FIRE	34.50
TOTAL FOR: NYE UNIFORM			4,064.90
00993	OAKLAND CO REGISTRAR OF DEED		
	DL/G-2624-13 7/2/24	RECORDING FEES	30.00
	DL-2188/04 7/2/24	RECORDING FEES	30.00
	DL-2390/07 7/2/24	RECORDING FEES	30.00
	DL-2621 7/2/24 DIS	RECORDING FEES	30.00
	DL-G-2568/13 7/2/24	RECORDING FEES	30.00
	G-2631-14 7/2/24 I	RECORDING FEES	30.00
	G-2856/13 7/2/24 I	RECORDING FEES	30.00
	L/G-2623-13 7/2/24	RECORDING FEES	30.00
	RL-2869 7/2/24 DIS	RECORDING FEES	30.00
TOTAL FOR: OAKLAND CO REGISTRAR OF DEED			270.00
00998	OAKLAND COMMUNITY COLLEGE		
	11607	MCOLES BASIC POLICE ACADEMY/KAKOS	5,850.00
TOTAL FOR: OAKLAND COMMUNITY COLLEGE			5,850.00
06178	OAKLAND COUNTY		
	CI041009	FRMS FIRE HALL, DEPARTMENT FEES APR-JUN 2024	1,373.00
	CI041095	POLICE CLEMIS MEMBERSHIP, MDC PARTICIPATION APR-JUN	13,803.00
	CI041239	SEWAGE TREATMENT - JUNE 2024	1,198,905.08
TOTAL FOR: OAKLAND COUNTY			1,214,081.08
00987	OAKLAND COUNTY MEDICAL CONTROL AUT		
	5098	FIRE 2024 WEBSITE MEMBERSHIP DUES	75.00
TOTAL FOR: OAKLAND COUNTY MEDICAL CONTROL AUT			75.00
02214	OAKLAND COUNTY PARKS & REC		
	13874052	SENIOR DAY PICNIC JULY 24	120.00
TOTAL FOR: OAKLAND COUNTY PARKS & REC			120.00
00996	OAKLAND COUNTY TREASURER		
	JUNE 2024	LIBRARY FUND	8,024.29
TOTAL FOR: OAKLAND COUNTY TREASURER			8,024.29
16924	OCAA0		
	2024-25	ANNUAL DUES/SCHMIDT, SWITKOWSKI, VASEAU	45.00
TOTAL FOR: OCAA0			45.00

Vendor Code	Vendor Name	Description	Amount
19414	LEONTYNE PAIGE		
	2836	REFUND AUG. 10 PAVILION RENTAL FEE	125.00
TOTAL FOR: LEONTYNE PAIGE			125.00
18768	CRAIG PEISER		
	07162024	HOCKEY REFEREE	82.00
TOTAL FOR: CRAIG PEISER			82.00
05056	PET SUPPLIES PLUS #5		
	00050310320163	PET SUPPLIES THORVI	112.36
TOTAL FOR: PET SUPPLIES PLUS #5			112.36
07787	BRENDA PEZNOWSKI		
	6767	ROSES	60.00
	6768	ROSES	60.00
	6769	ROSES	60.00
	6771	ROSES	30.00
TOTAL FOR: BRENDA PEZNOWSKI			210.00
16897	JOSEPH PHILLIPS		
	10-0665CTA FNL	MIDC COUNSEL	150.00
	18RO10800 FNL	MIDC COUNSEL	90.00
	19BE01747 FNL	MIDC COUNSEL	180.00
	1JUNVOP24	MIDC COUNSEL	410.00
	22-00007 FNL	MIDC COUNSEL	420.00
	23B-01923 FNL	MIDC COUNSEL	1,050.00
	23R-02344 FNL	MIDC COUNSEL	150.00
	24BE00202 FNL	MIDC COUNSEL	330.00
	24R-00789 FNL	MIDC COUNSEL	240.00
	24RO01884 FNL	MIDC COUNSEL	150.00
	24RO01938 FNL	MIDC COUNSEL	180.00
	2JUNVOP24	MIDC COUNSEL	510.00
TOTAL FOR: JOSEPH PHILLIPS			3,860.00
02075	PHOENIX STONE CO		
	86659	ATHLETIC FIELD MARKER	474.00
	87113	RAPID DRY	1,470.00
TOTAL FOR: PHOENIX STONE CO			1,944.00
10936	PLANTE & MORAN CRESA PLLC		
	10271966	PROFESSIONAL SERVICES FINANCIAL, ACCOUNTING ASSISTAN	2,492.50
TOTAL FOR: PLANTE & MORAN CRESA PLLC			2,492.50
06886	PLAYAWAY PRODUCTS LLC		
	467275	LIBRARY VIDEO & AUDIO RESOURCES	56.99
TOTAL FOR: PLAYAWAY PRODUCTS LLC			56.99
18472	MAURITA PLOUFF		
	COOK 001	COOKING FOR ONE DEMO (1ST OF TWO) JULY 10	240.00
TOTAL FOR: MAURITA PLOUFF			240.00

Vendor Code	Vendor Name	Description	Amount
16248	LELAND POIRIER		
	5958	ROSES	20.00
	6013	ROSES	20.00
	6363	ROSES	20.00
	6364	ROSES	20.00
	6367	ROSES	20.00
	6369	ROSES	20.00
	6372	ROSES	20.00
	6375	ROSES	20.00
	6377	ROSES	20.00
	6741	ROSES	20.00
TOTAL FOR: LELAND POIRIER			200.00
19366	AUSTIN POTTER		
	07162024	OPEN SWIM LIFEGUARD 18 HOURS	306.00
TOTAL FOR: AUSTIN POTTER			306.00
17209	POWERDMS, INC.		
	INV-54389	POLICE POWERTIME SUBSCRIPTION RENEWAL	5,257.60
TOTAL FOR: POWERDMS, INC.			5,257.60
11305	PREMISE HEALTH EMPLOYER SOLUTIONS		
	224376	13 MILE MEDICATIONS/LAB FEES 6/1-30 2024	796.12
	244370	MILIFE ROYAL OAK STAFFING & EXPENSES 6/1-30 2024	10,450.44
TOTAL FOR: PREMISE HEALTH EMPLOYER SOLUTIONS			11,246.56
RBOND	PROFESSIONAL RENOVATION SERVICES LL		
	00265809	BD Payment Refund	100.00
TOTAL FOR: PROFESSIONAL RENOVATION SERVICES LL			100.00
01074	PROFESSIONAL SERVICE INDUSTRIES INC		
	00934506	CAP2440 GREEN INFRASTRUCTURE IMPROVEMENTS	462.50
	00934672	CAP2361 LOCKMAN PARK TESTING SERVICES	701.50
TOTAL FOR: PROFESSIONAL SERVICE INDUSTRIES INC			1,164.00
00371	PROGRESSIVE PLUMBING SUPPLY		
	2623678	MAINTENANCE PARTS	60.00
	2623792	MAINTENANCE PARTS	183.06
	2625459	MAINTENANCE PARTS	141.56
	2633855	MAINTENANCE PARTS	60.00
	2635563	MAINTENANCE PARTS	416.25
	2635568	WATER MAINTENANCE PARTS	6.14
TOTAL FOR: PROGRESSIVE PLUMBING SUPPLY			867.01
15797	THE PUBLIC GROUP		
	1660230	JUNE 2024 AUCTION (CASH REGISTER, TIME CLOCKS, MISC	10.10
TOTAL FOR: THE PUBLIC GROUP			10.10
18015	PULP MEDIA DBA BUREAU DETROIT		
	1788	PHOTO/VIDEO JUNE 2024	6,500.00
TOTAL FOR: PULP MEDIA DBA BUREAU DETROIT			6,500.00
18487	PVP COMMUNICATIONS		
	134590	MOTORCYCLE REAR SIRENS 2023-2024FY	3,361.00
TOTAL FOR: PVP COMMUNICATIONS			3,361.00
14899	RAPID GROUP, LLC		
	221765	POLICE SECURITY TOTERS	120.00
TOTAL FOR: RAPID GROUP, LLC			120.00

Vendor Code	Vendor Name	Description	Amount
17242	REACH MEDIA NETWORK		
	97192	ARENA PLAYER LICENSE RENEWAL	320.00
TOTAL FOR: REACH MEDIA NETWORK			320.00
17503	CHARLES REDDIE SR.		
	6029	ROSES	40.00
	6033	ROSES	64.00
	6143	ROSES	40.00
	6151	ROSES	50.00
	6152	ROSES	108.00
	6154	ROSES	40.00
	6155	ROSES	40.00
	6156	ROSES	50.00
	6157	ROSES	40.00
	6158	ROSES	50.00
	6159	ROSES	80.00
	6160	ROSES	40.00
	6161	ROSES	85.00
	6412	ROSES	17.00
	6414	ROSES	50.00
	6415	ROSES	65.00
TOTAL FOR: CHARLES REDDIE SR.			859.00
19279	ANDREW REID		
	07162024	HOCKEY REFEREE	82.00
TOTAL FOR: ANDREW REID			82.00
UBREFUND	RILEY PATTERSON		
	07/17/2024	UB refund for account: 0718800801	510.73
TOTAL FOR: RILEY PATTERSON			510.73
18243	ROBINSON CAPITAL MANAGEMENT		
	434207	JUNE 2024 MANAGEMENT FEES	855.32
TOTAL FOR: ROBINSON CAPITAL MANAGEMENT			855.32
05305	ROCKET ONE STOP OFFICE		
	82058	AMERICA IN BLOOM STICKERS	18.00
	82282	NO PARKING, BACK IN ONLY STICKERS	136.50
	82309	PARKING DEPT SIGNS	330.75
	82331	ART FAIR BROCHURES	552.50
TOTAL FOR: ROCKET ONE STOP OFFICE			1,037.75
18514	ROLAR PROPERTY SERVICES, INC.		
	CAP2361 PE2	LOCKMAN PARK IMPROVEMENTS CAP2361	103,468.49
TOTAL FOR: ROLAR PROPERTY SERVICES, INC.			103,468.49
01157	ROSE PEST SOLUTIONS		
	31133274	300 S LAFAYETTE PEST CONTROL	55.00
	31134341	300 S LAFAYETTE BIRD MGMT	58.00
	31140513	FARMERS MKT PEST CONTROL	57.00
TOTAL FOR: ROSE PEST SOLUTIONS			170.00
16187	ROSEN PUBLISHING		
	RSL 192800I	BOOKS	40.34
TOTAL FOR: ROSEN PUBLISHING			40.34
02742	ROWERDINK INC		
	02HG5135	CREDIT - VEHICLE REPAIR & MAINTENANCE PARTS/VEHICLE	(70.00)
	06HG1282	VEHICLE REPAIR & MAINTENANCE PARTS/VEHICLE BATTERIE	390.00
TOTAL FOR: ROWERDINK INC			320.00

Vendor Code	Vendor Name	Description	Amount
Invoice			
17789	ROYAL BEE HONEY LLC		
301		INSTALL/MAINTAIN HIVES CHURCHILL GARDEN, WATER TOWE	4,800.00
TOTAL FOR: ROYAL BEE HONEY LLC			4,800.00
08650	ROYAL OAK FORD		
410877		VEHICLE REPAIR & MAINTENANCE PARTS	861.15
410930		VEHICLE REPAIR & MAINTENANCE PARTS	22.00
410931		VEHICLE REPAIR & MAINTENANCE PARTS	5.96
410946		VEHICLE REPAIR & MAINTENANCE PARTS	65.88
410968		VEHICLE REPAIR & MAINTENANCE PARTS	24.45
410973		VEHICLE REPAIR & MAINTENANCE PARTS	263.48
410977		VEHICLE REPAIR & MAINTENANCE PARTS	157.68
411000		VEHICLE REPAIR & MAINTENANCE PARTS	11.58
TOTAL FOR: ROYAL OAK FORD			1,412.18
02681	ROYAL OAK POLICE DEPARTMENT		
07032024		2024 DRAW DOWN/CASH ADVANCE FOR DREAM CRUISE & ARTS	2,500.00
TOTAL FOR: ROYAL OAK POLICE DEPARTMENT			2,500.00
14776	CALEB SANCHEZ		
06082024		SOCIAL DISTRICT SATURDAY PERFORMER FEE	200.00
TOTAL FOR: CALEB SANCHEZ			200.00
09106	MARTA SANDOVAL		
263		ASK THE COMPUTER LADY CLASSES APR-JUN 2024	616.00
TOTAL FOR: MARTA SANDOVAL			616.00
17486	SCHARFS SERVICE & FUEL OIL, INC.		
A58718		GASOLINE	543.70
TOTAL FOR: SCHARFS SERVICE & FUEL OIL, INC.			543.70
15270	JULIANA SCHEWE		
06062024		LIBRARY BABY & ME YOGA CLASS JULY 11	50.00
TOTAL FOR: JULIANA SCHEWE			50.00
09634	SECMAA		
07032024		3RD QTR MEETING REGISTRATION/SWITKOWSKI	35.00
TOTAL FOR: SECMAA			35.00
16343	SEDGWICK		
116951		FMLA/ADAAA ADMINSTRATION SERVICES JULY 2024	1,028.43
TOTAL FOR: SEDGWICK			1,028.43
15411	SEGAL SELECT INSURANCE SERVICES		
32599		POLICY #MGL0035907 FIDUCIARY LIABILITY RENEW POLICY	6,148.00
32600		POLICY #MGL0035907 WAIVER OF RECOURSE RENEW POLICY	200.00
32604		POLICY #MGL0035909 FIDUCIARY LIABILITY RENEW POLICY	9,763.00
32605		POLICY #MGL0035909 WAIVER OF RECOURSE RENEW POLICY	200.00
TOTAL FOR: SEGAL SELECT INSURANCE SERVICES			16,311.00
14337	SEIZERT CAPITAL PARTNERS		
07152024		APR-JUN 2024 RETIREE HEALTH CARE TRUST MGMT FEE	23,966.00
TOTAL FOR: SEIZERT CAPITAL PARTNERS			23,966.00
01222	SEOC WATER AUTHORITY		
JUNE 2024		WATER - JUNE 2024	419,519.76
TOTAL FOR: SEOC WATER AUTHORITY			419,519.76

Vendor Code	Vendor Name	Description	Amount
Invoice			
02645	SHERWIN WILLIAMS		
3156-0		PAVEMENT PAINT & OTHER MARKING MATERIALS	153.00
TOTAL FOR: SHERWIN WILLIAMS			153.00
03783	SHERWIN WILLIAMS		
0059-0		BIKE LANES PAINT	128.45
TOTAL FOR: SHERWIN WILLIAMS			128.45
05628	SHIFMAN FOURNIER, PLC		
16700		LABOR ATTORNEY AUG 2024	8,000.00
TOTAL FOR: SHIFMAN FOURNIER, PLC			8,000.00
07926	JOANNE SHINTAKU		
8130		REFUND BIANCO MYSTERY TRIP FEE	180.00
TOTAL FOR: JOANNE SHINTAKU			180.00
18488	JOSEPH L. SHREEMAN		
19RO02311 FNL		MIDC COUNSEL	210.00
23-01569 FNL		MIDC COUNSEL	750.00
23BE04676 FNL		MIDC COUNSEL	180.00
23RO03872 FNL		MIDC COUNSEL	330.00
24BE00294 FNL		MIDC COUNSEL	210.00
24R-00073 FNL		MIDC COUNSEL	1,260.00
24R-00423 FNL		MIDC COUNSEL	390.00
24RO01546 FNL		MIDC COUNSEL	540.00
24RO02547 FNL		MIDC COUNSEL	150.00
24RO02572 FNL		MIDC COUNSEL	270.00
24RO03348 FNL		MIDC COUNSEL	180.00
24RO03623 FNL		MIDC COUNSEL	360.00
D437767 FNL		MIDC COUNSEL	210.00
TOTAL FOR: JOSEPH L. SHREEMAN			5,040.00
19415	JUDITH SIMMONS		
23-280143		REFUND AMBULANCE OVERPAYMENT	490.00
TOTAL FOR: JUDITH SIMMONS			490.00
12695	SIMPLY TECHNOLOGY LLC		
BV5657		BUSINESS VOIP STANDARD SERVICE 7/1-31 2024	81.21
TOTAL FOR: SIMPLY TECHNOLOGY LLC			81.21
01213	SIRCHIE ACQUISITION COMPANY LLC		
0650522-IN		POLICE INTEGRITY EVIDENCE BAGS	154.42
TOTAL FOR: SIRCHIE ACQUISITION COMPANY LLC			154.42
16327	SIREN PR		
2680		JUNE 2024 STRATEGIC COMMUNICATIONS, MEDIA RELATIONS	8,450.00
TOTAL FOR: SIREN PR			8,450.00
06554	SLOAN MUSEUM		
RES #12732347		LIBRARY: TWO PIRATE PARTY SESSIONS	287.00
TOTAL FOR: SLOAN MUSEUM			287.00
13564	SANDRA MYERS SMITH		
6195		ROSES	90.00
6196		ROSES	45.00
6197		ROSES	52.50
6198		ROSES	90.00
6199		ROSES	60.00
TOTAL FOR: SANDRA MYERS SMITH			337.50

Vendor Code	Vendor Name	Description	Amount
01221	SOCRRA		
	S-INV108214	REFUSE, RECYCLING, YARD WASTE COLLECTION/DISPOSAL J	247,114.00
	S-INV108262	JUNE 2024 SPECIAL WASTE	1,411.86
TOTAL FOR: SOCRRA			248,525.86
01220	SONITROL GREAT LAKES		
	558730	300 S LAFAYETTE INTRUSION SYSTEM SERVICE FEE/CONTRA	498.75
	559408	BUILDING SECURITY SERVICES CITY HALL	605.48
TOTAL FOR: SONITROL GREAT LAKES			1,104.23
01228	SPARTAN DISTRIBUTORS INC		
	11899385	EQUIPMENT REPAIR & MAINTENANCE SUPPLIES	94.07
	11899386	EQUIPMENT REPAIR & MAINTENANCE SUPPLIES	119.39
	22478602	REPAIR MOWER	3,716.26
TOTAL FOR: SPARTAN DISTRIBUTORS INC			3,929.72
16920	SRM CONCRETE		
	1080283035	CONCRETE	946.00
	1080283036	CONCRETE	1,550.00
	1080285438	CONCRETE	542.00
	1080285440	CONCRETE	1,096.00
	1080285441	CONCRETE	542.00
	1080288855	CONCRETE	1,021.50
	1080288866	CONCRETE	1,172.50
TOTAL FOR: SRM CONCRETE			6,870.00
UBREFUND	ST CLAIR CAPITAL LLC		
	07/17/2024	UB refund for account: 1719500901	647.64
TOTAL FOR: ST CLAIR CAPITAL LLC			647.64
15920	ANDREW STACER, PLC		
	1JUNARR24	MIDC COUNSEL	1,440.00
	1JUNVOP24	MIDC COUNSEL	810.00
TOTAL FOR: ANDREW STACER, PLC			2,250.00
16770	STAPLES		
	6006696549	SENIOR CTR CLEANING SUPPLIES	52.48
TOTAL FOR: STAPLES			52.48
18862	STATE OF MICHIGAN		
	JUN 2024 SALES/WH	SALES & WITHHOLDING TAX JUNE 2024	207.42
TOTAL FOR: STATE OF MICHIGAN			207.42
01259	STATE OF MICHIGAN		
	JUNE 2024	FEES/LEGACY FEES COLLECTED BY THE COURT	59,024.35
TOTAL FOR: STATE OF MICHIGAN			59,024.35
07426	STATE WIRE & TERMINAL		
	53771-00	VEHICLE REPAIR & MAINT. PARTS	153.39
TOTAL FOR: STATE WIRE & TERMINAL			153.39
16183	MICHAEL L. STEINBERG		
	1JUNSCH24	MIDC COUNSEL	360.00
TOTAL FOR: MICHAEL L. STEINBERG			360.00
16520	BOBBY STOJKOVSKI		
	2024-25	BOOT ALLOWANCE	250.00
TOTAL FOR: BOBBY STOJKOVSKI			250.00

Vendor Code	Vendor Name	Description	Amount
15978	VANESSA STOJKOVSKI 06132024	REIMBURSE MCAT COURSE EXPENSES	268.55
TOTAL FOR: VANESSA STOJKOVSKI			268.55
06433	STRYKER SALES, LLC 9206599201	SERVICE CONTRACT FOR EKG MONITORS	8,770.00
TOTAL FOR: STRYKER SALES, LLC			8,770.00
19416	SUBROGATION PAYMENT PROCESSING CENT 23-146642	REFUND AMBULANCE OVERPAYMENT	775.00
TOTAL FOR: SUBROGATION PAYMENT PROCESSING CENT			775.00
07643	SUBURBAN ARENA MNGMT ROYAL OAK 1544	ARENA MANGEMENT W/E 7/7/24	24,973.12
TOTAL FOR: SUBURBAN ARENA MNGMT ROYAL OAK			24,973.12
RTAXX	SUPERIOR NATIONAL BANK 07/17/2024	2024 Sum Tax Refund 72-25-16-130-014	4,448.36
TOTAL FOR: SUPERIOR NATIONAL BANK			4,448.36
UBREFUND	SYDNEY BOEBERITZ 07/17/2024	UB refund for account: 5101500701	471.66
TOTAL FOR: SYDNEY BOEBERITZ			471.66
11100	TECHRADIUM, INC 21520	POLICE IRIS CREDIT USAGE 6/1-30 2024	35.08
TOTAL FOR: TECHRADIUM, INC			35.08
03545	THOMSON REUTERS - WEST 850400014	ATTORNEY ONLINE/SOFTWARE SUBSCRIPTION CHARGES	1,775.45
TOTAL FOR: THOMSON REUTERS - WEST			1,775.45
18656	CARY TIGANI 06082024	SOCIAL DISTRICT SATURDAY PERFORMER FEE, ADD-ON PERF	250.00
TOTAL FOR: CARY TIGANI			250.00
RBOND	TIMOTHY W JURY JR 00269250	BD Payment Refund	63.00
TOTAL FOR: TIMOTHY W JURY JR			63.00
19370	TLT LAW, PLLC 24RO01812 BW	MIDC COUNSEL	468.00
TOTAL FOR: TLT LAW, PLLC			468.00
16756	T-MOBILE 969796655 07/24	ROPL HOTSPOTS	430.50
TOTAL FOR: T-MOBILE			430.50
RBOND	Tower Construction, LLC BENG-240081	BD Bond Refund	10,000.00
TOTAL FOR: Tower Construction, LLC			10,000.00
18809	TRAFFIC SAFETY STORE INV910484	CONSTRUCTION & TRAFFIC BARRICADES	938.66
TOTAL FOR: TRAFFIC SAFETY STORE			938.66

Vendor Code	Vendor Name	Description	Amount
Invoice			
03255	TRANS-TEK TRANSPORT		
13295		REFUSE HAUL OUT FROM DPS YARD & MATERIAL FOR DPS OP	9,746.83
TOTAL FOR: TRANS-TEK TRANSPORT			9,746.83
01369	TWI TIRE WHOLESALERS		
8388949-00		PURCHASE OF TIRES AS NEEDED (REMOVED TAX)	261.12
TOTAL FOR: TWI TIRE WHOLESALERS			261.12
05356	ULINE		
179963698		PARKING DEPT PRINTER RECEIPT PAPER	288.44
TOTAL FOR: ULINE			288.44
16776	ULLIANCE, INC.		
27660		2024 3RD QTR LIFE ADVISOR EMPLOYEE PROGRAM	3,276.36
TOTAL FOR: ULLIANCE, INC.			3,276.36
03319	UNITED STATES TREASURY		
720-V 2024		QLY FEDERAL EXCISE TAX 2ND QTR 2024	4,452.00
TOTAL FOR: UNITED STATES TREASURY			4,452.00
03421	VAN HOUTTE BROTHERS		
07132024		EBT/SNAP REIMBURSEMENT FARMERS MKT VENDOR	124.00
TOTAL FOR: VAN HOUTTE BROTHERS			124.00
09647	VETERINARY EMERGENCY SERVICE		
71165		ANIMAL MEDICAL SERVICES	50.00
TOTAL FOR: VETERINARY EMERGENCY SERVICE			50.00
RTAXX	WALUS, DENNIS E		
07/17/2024		2024 Sum Tax Refund 72-25-07-103-022	218.69
TOTAL FOR: WALUS, DENNIS E			218.69
15068	WASTEZERO		
54433-HEM		BIG BELLY GARBAGE BAGS	990.98
TOTAL FOR: WASTEZERO			990.98
19418	RYAN WEIHLER		
23-40426		REFUND AMBULANCE OVERPAYMENT	25.00
TOTAL FOR: RYAN WEIHLER			25.00
19420	WESTSIDE POWDER COATING LLC		
11583		ARENA POWDER COATING	1,200.00
TOTAL FOR: WESTSIDE POWDER COATING LLC			1,200.00
19417	JASON WHITLOW		
23-280278		REFUND AMBULANCE OVERPAYMENT	322.83
TOTAL FOR: JASON WHITLOW			322.83
17265	VALERIE WILSON		
WILSON 8/13/24		LIBRARY COOKING CLASS	300.00
TOTAL FOR: VALERIE WILSON			300.00
19419	MARK WOLLENWEBER		
07042024		REIMBURSE MANAGER CANDIDATE LUNCHES	128.37
TOTAL FOR: MARK WOLLENWEBER			128.37

Vendor Code	Vendor Name	Description	Amount
09794	WOLVERINE FREIGHTLINER		
	734375	VEHICLE REPAIR & MAINTENANCE PARTS	188.15
	734383	VEHICLE REPAIR & MAINTENANCE PARTS	337.89
TOTAL FOR: WOLVERINE FREIGHTLINER			526.04
05315	WORRY FREE INC		
	24-78635	GROUNDS MAINTENANCE SERVICE CALL	195.00
	24-78672	JUNE RAIN GARDENS SPRING CLEANUP VARIOUS LOCATIONS	20,245.00
	24-78682	CBD SUMMER MAINTENANCE JULY 1-7 2024	13,200.00
	24-78690	CBD SUMMER MAINTENANCE JULY 8-14 2024	13,200.00
TOTAL FOR: WORRY FREE INC			46,840.00
15027	WSP USA ENVIRONMENT INFRASTRUCTURE		
	40048053	2024 ASSISTANCE PM & MEETINGS, ANNUAL SAMPLING MAY	5,691.00
TOTAL FOR: WSP USA ENVIRONMENT INFRASTRUCTURE			5,691.00
19233	ZEKELMAN HOLOCAUST CENTER		
	ORDER 10913047	LIBRARY VIRTUAL MUSEUM TOUR JULY 16	50.00
TOTAL FOR: ZEKELMAN HOLOCAUST CENTER			50.00
18401	PATRICIA LEE ZOPPI		
	6215	ROSES	105.00
	6669	ROSES	150.00
TOTAL FOR: PATRICIA LEE ZOPPI			255.00
15921	JORDAN ZUPPKE, PLLC		
	23RO06993 FNL	MIDC COUNSEL	330.00
	24-00266 FNL	MIDC COUNSEL	480.00
	24-00365 FNL	MIDC COUNSEL	360.00
	24BE00953 FNL	MIDC COUNSEL	210.00
	24RO01967 FNL	MIDC COUNSEL	450.00
	24RO02111 FNL	MIDC COUNSEL	390.00
	24RO02392 FNL	MIDC COUNSEL	180.00
	24RO02612 FNL	MIDC COUNSEL	210.00
	24RO03245 FNL	MIDC COUNSEL	120.00
	SP4365570 FNL	MIDC COUNSEL	210.00
TOTAL FOR: JORDAN ZUPPKE, PLLC			2,940.00
TOTAL - ALL VENDORS			4,809,543.73

Request for Purchase Order Approval

July 11, 2024

The Honorable Mayor Fournier and
Members of the City Commission:

If the city commission is in agreement, the following resolution to approve purchase orders is recommended:

Be it resolved, the city commission approves the following requisition/purchase orders for fiscal year 2024-25:

Requisition #	R008461
Vendor:	Detroit Salt Company
Requesting approval for:	\$250,000
Price Source:	bid by another entity/Farmington Hills (awarded April 2023), lowest of 3 bids
Budgeted:	\$250,000
Department / Fund:	major & local streets / streets winter maintenance
Description:	rock salt

Requisition #	R008457
Vendor:	Allied Printing
Requesting approval for:	\$111,560
Price Source:	estimation
Budgeted:	\$111,560
Department / Fund:	water billing & treasurer / water & sewer & general
Description:	water & tax billing printing & postage

Requisition #	R008463
Vendor:	Howard L Shifman PC
Requesting approval for:	\$96,000
Price Source:	quote (1)
Budgeted:	\$96,000
Department / Fund:	human resources / general
Description:	labor attorney special retainer

Requisition #	R008460
Vendor:	NYE Uniform
Requesting approval for:	\$87,000
Price Source:	estimation
Budgeted:	\$87,000
Department / Fund:	police & fire / public safety
Description:	uniforms for police & fire

Requisition #	R008458
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Vendor: Eganix Inc.
 Requesting approval for: \$97,560
 Price Source: estimation
 Budgeted: \$97,560
 Department / Fund: sewer maintenance / water & sewer
 Description: micro tab for grease in CBD sewers

Requisition # R008455
 Vendor: Bound Tree Medical LLC
 Requesting approval for: \$60,000
 Price Source: bid by another entity/Farmington Hills (awarded February 2020) on behalf of the southeast Michigan emergency medical supplies cooperative (SMEMS) with extensions to the MITN purchasing cooperative
 Budgeted: \$60,000
 Department / Fund: ambulance services / public safety
 Description: fire & EMS supplies

Requisition # R008456
 Vendor: Municipal Emergency Services
 Requesting approval for: \$60,000
 Price Source: Sourcewell contract (#011124-MES)
 Budgeted: \$60,000
 Department / Fund: public safety / fire
 Description: fire uniform clothing & gear

Requisition # R008466
 Vendor: Rocket One Stop Office
 Requesting approval for: \$60,000
 Price Source: estimation
 Budgeted: \$60,000
 Department / Fund: multiple / multiple
 Description: printing services for flyers, signs, stickers, etc.

Be it resolved, the city commission approves the following requisition/purchase orders for fiscal year 2023-24:

Requisition # R007677 change order
 Vendor: JH Hart Urban Forestry
 Requesting approval for: \$40,000 additional for a total of \$640,000
 Price Source: estimation
 Budgeted: \$640,000
 Department / Fund: solid waste / solid waste
 Description: tree trimming, removal & forestry issues

Requisition # R007724 change order
 Vendor: Midwest Tape
 Requesting approval for: \$6,000 additional for a total of \$131,000
 Price Source: estimation
 Budgeted: \$131,000
 Department / Fund: library / library
 Description: downloadable- audio, video, etc. / library video & audio resources

Requisition # R007791 change order
 Vendor: Allied Printing
 Requesting approval for: \$4,350 additional for a total of \$113,550
 Price Source: estimation
 Budgeted: \$113,550
 Department / Fund: water billing & treasurer / water & sewer & general
 Description: water & tax billing printing & postage

Requisition # R007685 change order
 Vendor: Eganix Inc.
 Requesting approval for: \$2,560 additional for a total of \$97,560
 Price Source: estimation
 Budgeted: \$97,560
 Department / Fund: sewer maintenance / water & sewer
 Description: micro tab for grease in CBD sewers

Requisition # R007963 change order
 Vendor: Miller, Canfield, Paddock, and Stone
 Requesting approval for: \$3,870 additional for a total of \$86,530
 Price Source: estimation
 Budgeted: \$86,530
 Department / Fund: attorney / general
 Description: services for a class action lawsuit

Requisition # R007770 change order
 Vendor: Core & Main
 Requesting approval for: \$3,000 additional for a total of \$83,000
 Price Source: estimation (all individual purchases are below \$10,000)
 Budgeted: \$83,000
 Department / Fund: water maintenance / water & sewer
 Description: curb stop/box copper, bricks, block, mortar, pipes

Requisition # R007763 change order
 Vendor: D'Angelo Brothers Inc.
 Requesting approval for: \$1,050 additional for a total of \$61,050
 Price Source: bid by another entity (Oakland County/contract #008856)
 Budgeted: \$61,050

Department / Fund:	water maintenance / water & sewer
Description:	lead water line replacements
Requisition #	R007767 change order
Vendor:	SRM Concrete
Requesting approval for:	\$15,000 additional for a total of \$55,000
Price Source:	estimation
Budgeted:	\$55,000
Department / Fund:	streets & water & sewer maintenance / major & local
Description:	streets & water & sewer concrete
Requisition #	R007748 change order
Vendor:	Municipal Emergency Services
Requesting approval for:	\$2,000 additional for a total of \$50,000
Price Source:	Sourcewell contract (#011124-MES)
Budgeted:	\$50,000
Department / Fund:	public safety / fire
Description:	fire uniform clothing & gear
Requisition #	R007683 change order
Vendor:	BigBelly
Requesting approval for:	\$4,000 additional for a total of \$41,000
Price Source:	in a multi-year contract
Budgeted:	\$41,000
Department / Fund:	solid waste / solid waste
Description:	high capacity refuse/recycling station
Requisition #	R008101 change order
Vendor:	Interior Environments
Requesting approval for:	\$1,740 additional for a total of \$39,870
Price Source:	quote (all individual purchases are below \$9,000)
Budgeted:	\$39,870
Department / Fund:	multiple / multiple
Description:	office furniture
Requisition #	R007728 change order
Vendor:	Thomson Reuters - West
Requesting approval for:	\$2,000 additional for a total of \$32,000
Price Source:	MIDeal pricing
Budgeted:	\$32,000
Department / Fund:	district court & attorney / general
Description:	books & subscriptions
Requisition #	R007713 change order
Vendor:	James Orr

Requesting approval for: \$990 additional for a total of \$30,990
Price Source: estimation (in the process of reviewing multiple quotes from other vendors)

Budgeted: \$30,990
Department / Fund: parks & forestry / general
Description: bathing cleaning at Normandy Oaks & Starr Jaycee

Requisition # R007686
Vendor: Truck & Trailer Specialties
Requesting approval for: \$30,000
Price Source: estimation (MiDeal pricing/contract #240000000167)
Budgeted: \$30,000
Department / Fund: motor pool / motor pool
Description: vehicle repair & maintenance parts as needed

Requisition # R007714
Vendor: Rowerdink
Requesting approval for: \$30,000
Price Source: estimation (all individual purchases are below \$2,000)
Budgeted: \$30,000
Department / Fund: motor pool / motor pool
Description: vehicle repair & maintenance parts as needed

Respectfully submitted,

Tony DeCamp
Interim Finance Director

Approved,

Mark Wollenweber
Interim City Manager

CITY COMMISSION AGENDA ITEM

Title	Easement Agreement for Pull-Off Lane at Royal Oak Middle School
SUBMITTING DEPARTMENT	Community Development - Engineering
PRESENTER	Holly Donoghue, P.E.
MEETING DATE	July 22, 2024
SECOND READING REQUIRED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

EXECUTIVE SUMMARY

The Royal Oak School District is making several traffic safety improvements at the Royal Oak Middle School this summer. As part of this effort, the district wishes to replace and widen the existing parking pull-off lane that runs along the west side of N. Washington Avenue adjacent to the school. This will provide a larger gap between traffic and parked vehicles, and also more space for buses.

The pull-off lane will be widened further to the west, partially extending onto the school's property, which also requires that the existing public sidewalk be replaced on school property. In order to formalize the city's approval of this improvement, an easement agreement has been prepared and is provided as Attachment 1. The last page of the agreement includes a sketch of the proposed improvements.

The drafted agreement requires the grantee to provide insurance coverage for the encroachment use. The city will maintain the pavement within the public right-of-way and the school district will maintain the pavement within its property. The easement agreement has been reviewed and approved as to form by the City Attorney.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	\$0.00
AMOUNT CURRENTLY BUDGETED	\$0.00
BUDGET AMENDMENT REQUIRED	\$0.00
FUNDING SOURCE/ GL NUMBER	n/a
WAS THIS A BUDGETED EXPENSE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

This work is fully funded by the Royal Oak School District.

OTHER FISCAL IMPACTS: (Select all that apply.)

- | | |
|----------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> No fiscal impact | <input type="checkbox"/> Revenue impact (details below) |
| <input type="checkbox"/> Workload impact (details below) | <input type="checkbox"/> Operations Impact (details below) |

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

This effort help achieve the goal of providing safe transportation system to reduce and eliminate crashes (S-CAP Goal 2.4).

COMMUNITY ENGAGEMENT

Not applicable.

BOARD AND COMMISSION FEEDBACK

Not applicable.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

Be it resolved, the commission hereby authorizes the mayor and city clerk to execute the easement agreement with Royal Oak Schools of 800 De Villen Avenue, Royal Oak, Michigan for an encroachment into the public right-of-way at 709 N. Washington Avenue for installation of a parking pull-off lane.

ATTACHMENTS:

1. Easement Agreement for Pull-Off Lane at Royal Oak Middle School

EASEMENT AGREEMENT

The **City of Royal Oak**, a Michigan municipal corporation, whose address is 203 South Troy Street, Royal Oak, Michigan 48067 (the "GRANTOR"), and **Royal Oak Schools**, a Michigan general powers school district, whose address is 800 DeVillien Avenue, Royal Oak, Michigan 48073 (the "GRANTEE"), enter into this Easement Agreement (the "Agreement") on this ___ day of July, 2024:

RECITALS

WHEREAS, the GRANTOR has permanent easements and right-of-way in the City of Royal Oak (hereinafter collectively the "Right-of-Way") described as:

THE 70 FEET WIDE PUBLIC RIGHT-OF-WAY OF N. WASHINGTON AVENUE BETWEEN WILLIS AVENUE AND PARK AVENUE, PART OF THE SOUTHEAST ¼ OF SECTION 16, T1N, R11E, CITY OF ROYAL OAK, OAKLAND COUNTY, MICHIGAN.

WHEREAS, the GRANTEE owns real property that is adjacent to the Right-of-Way in the City of Royal Oak commonly known as 709 N. Washington Avenue, Royal Oak, Michigan 48067 ("Grantee Property") and described as:

T1N, R11E, SEC 16 PART OF SE 1/4 BEG AT SW COR OF LOT 9 OF 'ASSESSOR'S PLAT NO 35', TH N 84-07-00 E 72.75 FT, TH N 84-05-00 E 217.39 FT, TH ALG SLY LINE OF UPTON ST SELY 88.39 FT & ELY 130.08 FT & SLY 10.65 FT & ELY 338.20 FT TO WLY LINE OF MARYWOOD ST, TH SLY 190.13 FT ALG SD LI, TH ELY 648.66 FT ALG SLY LINE OF AUSTIN AVE TO WLY LINE OF WASHINGTON AVE, TH SLY 338.70 FT ALG SD LI, TH WLY 649.68 FT ALG NLY LINE OF WILLIS AVE, TH SLY 180.33 FT ALG WLY LINE OF WEST ST, TH WLY 435.71 FT ALG NLY LINE OF FARNUM AVE, TH NWLY 815.20 FT ALG ELY R/W LINE OF GTWRR TO BEG, ALSO PART OF SE 1/4 BEG AT INTER OF WLY LINE OF WASHINGTON AVE WITH SLY LINE OF WILLIS AVE, TH S 87-52-00 W 150.00 FT, TH S 40.00 FT, TH N 87-52-00 E 150.00 FT, TH N 40.00 FT TO BEG, ALSO LOTS 25 & 26 OF 'MARY ANGER SUB', ALSO THAT PART OF LOT 40 OF SD SUB LYING SLY OF UPTON AVE, ALSO VAC PART OF PLEASANT ST LYING ADJ TO SD LOTS, ALSO LOT 43 OF 'KNOWLES OAK RIDGE PLAT', ALSO LOTS 44 TO 52 INCL OF 'KNOWLES OAK RIDGE PLAT NO 1', ALSO LOTS 5 TO 8 INCL & LOT 21 OF 'ASSESSOR'S PLAT NO 6', ALSO N 20.0 FT OF LOT 5 & ALL OF LOTS 6 TO 9 INCL, BLK E OF 'WILLSON PARK SUB', ALSO ALL OF VAC WILLIS AVE ADJ TO ABOVE DESC PARCEL, ALSO ALL OF VAC WEST ST LYING NLY OF NLY LINE OF FARNUM AVE.

WHEREAS, the GRANTEE desires to use an approximate 283-foot by 9.9-foot portion of the Right-of-Way for the placement of concrete curbing and asphalt or concrete pavement for pull-off parking, which is described as follows and hereinafter referred to as the "Easement Area":

WITHIN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 01 NORTH, RANGE 11 EAST, CITY OF ROYAL OAK, OAKLAND COUNTY, MICHIGAN,

BEING PART OF TAX PARCEL ID NO. 25-16-407-002, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ABOVE SUBJECT PROPERTY, THENCE S02°42'18"E 43.25 FEET ALONG THE EAST PROPERTY LINE TO THE POINT OF BEGINNING; THENCE IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 20.00 FEET, HAVING A CHORD BEARING OF N29°06'43"E AND A CHORD DISTANCE OF 18.73, HAVING A CENTRAL ANGLE OF 55°50'10" AND AN ARC LENGTH OF 19.49 TO A POINT; THENCE S02°46'10"E 282.95 FEET; HENCE IN A NORTHWESTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 20.00 FEET, HAVING A CHORD BEARING OF N34°05'00"W AND A CHORD DISTANCE OF 19.57, HAVING A CENTRAL ANGLE OF 58°35'53" AND AN ARC LENGTH OF 20.45 TO A POINT; THENCE N02°42'18"W 250.32 FEET ALONG THE EAST PROPERTY LINE TO THE POINT OF BEGINNING. CONTAINING APPROXIMATELY 0.060 ACRES.

WHEREAS the GRANTOR desires to grant to the GRANTEE an easement in the Right-of-Way in order to permit the GRANTEE to install the Improvements in the Right-of-Way and to use this portion of the Right-of-Way under the terms and conditions set forth in this agreement.

AGREEMENT

1. Grant of the Easement. The GRANTOR hereby grants to GRANTEE an easement over, under and through the Easement Area and permits the GRANTEE to install the Improvements, as described in Paragraph 3 below, in the Right-of-Way and use a portion of the Right-of-Way subject to the terms and conditions of this Agreement.
2. Permitted Use. The Easement Area may be used by the GRANTEE for the purpose of the installation of the Improvements described herein and/or for vehicle parking, loading or unloading as described herein and for no other purpose. The GRANTOR agrees to permit GRANTEE to install signage at the parking area in and adjacent to the Easement Area which prohibits or limits parking during normal operational hours of the GRANTEE. The GRANTEE acknowledges that the GRANTOR or other persons may be permitted to use the parking area within the Easement Area for lawful purposes at times outside of the GRANTEE's normal operational hours.
3. Improvements in Easement Area. The GRANTEE may install concrete curbing and asphalt or concrete pavement as described below (the "Improvements") in the Easement Area adjacent to the GRANTEE's property subject to the following conditions:
 - (A) Asphalt or concrete pavement and concrete curbing with grades and drainage as approved by the City of Royal Oak Engineering Division and illustrated in Exhibit A.
 - (B) GRANTEE is responsible for the installation of the Improvements in the Easement Area in accordance with the GRANTOR'S City Codes, Ordinances and standards.
 - (C) An Engineering Permit shall be obtained by the GRANTEE or the GRANTEE'S agent prior to the installation of the Improvements or any future modification or repair of the pavement in the Easement Area unless waived by the City of Royal Oak.
 - (D) The GRANTEE agrees to the inspection of the Easement Area (but not the Grantor Property) by the GRANTOR as necessary to ensure the use and repair of the Easement Area meet the provisions of this Agreement.

- (E) The GRANTEE agrees that no structure of a permanent nature other than the pavement and curbing shall be installed in the Easement Area.
- (F) The GRANTEE agrees that the sidewalk to be relocated on the Grantee Property shall be owned by the GRANTEE which shall be available for use of the public as a sidewalk and shall be maintained by the GRANTEE in a condition of repair consistent with GRANTOR's published requirements.
- (G) The GRANTEE and GRANTOR acknowledge and agree that there are or may be utilities within the Easement Area as described above. Should any addition, repair, or correction be required to be made to any utility within the Easement Area the entity making such addition, repair or correction will be responsible for all costs associated with the removal and replacement of the pavement or curb to a condition consistent with City Codes, Ordinances and standards. Prior to making such addition, repair or correction to any utility, written notice shall be given to the GRANTOR and GRANTEE. The GRANTEE further acknowledges and agrees that the GRANTOR or its agents shall be allowed to make any and all emergency repairs to the utilities located upon or within the Easement Area without being required to give notice to the GRANTEE.

4. No Encroachments or Obstructions. The Easement Area shall be kept clear of encroachments or obstructions except as provided for herein. GRANTOR shall not, nor shall GRANTOR allow or cause any other person or entity, to erect, build or maintain any structure or improvement in or on the Easement Area or in any area adjacent to the Easement Area which will interfere with, or obstruct the GRANTEE's rights under this Agreement or use of the Easement Area. In the event an impediment is erected within the Easement Area or in any area adjacent to the Easement Area which interferes with or obstructs the GRANTEE's rights under this Agreement or use of the Easement Area, upon providing 12 hours prior written notice to the GRANTOR, the GRANTEE or its agent is authorized to enter upon the Easement Area or any area adjacent to the Easement Area and remove such impediment and GRANTOR shall reimburse GRANTEE for all costs and expenses associated with such removal. Further, the GRANTOR agrees to waive all claims for damages against the GRANTEE for any damage resulting from the removal.
5. Repair and Maintenance. Should the Improvements in the Easement Area be damaged due to the acts of GRANTEE, GRANTEE agrees to repair the Improvements to a condition set forth in Exhibit A and in accordance with City Codes, Ordinances and standards. GRANTOR agrees that it will maintain the pavement and curb in the Easement Area in the same manner in which GRANTOR maintains the road within the Right-of-Way. The GRANTEE is only responsible to maintain the portion of Improvements that are on Grantee Property and not in the Easement Area.
6. Term and Termination of Easement. The easement granted under this Agreement shall continue for so long as the Improvements described in Paragraph 3 above remain in the Easement Area and provided that GRANTEE repairs those Improvements in the Easement Area in accordance with this Agreement. If GRANTEE fails to repair the Improvements described in Paragraph 3 above in accordance with the terms and conditions of Paragraph 5 of this Agreement, the GRANTOR shall provide written notice to GRANTEE adequately describing of such failure and nature of repairs. If the GRANTEE thereafter fails to complete such repair of the Improvements in accordance with the terms and conditions of Paragraph 5 this Agreement within 90 days of receipt of such written notice, or such longer period permitted by the GRANTOR, or if GRANTEE fails to commence such repair within such 90 days (or longer period permitted by

GRANTOR) and diligently pursue completion thereof if such cannot be completed within 90 days (or such longer period permitted by GRANTOR), GRANTOR may terminate this Agreement upon written notice to GRANTEE. The GRANTEE may terminate this Agreement at any time upon written notice to the GRANTOR.

7. Liability. To the extent permitted by law, each party agrees to assume liability for its own acts or negligence.
8. Insurance. The GRANTEE shall obtain and maintain comprehensive general liability insurance in an amount not less than five hundred thousand (\$500,000) dollars combined single limit liability covering injury or damage to persons or property within the Grantee Property caused by GRANTEE, or its employees or agents, with an insurance carrier licensed and in good standing with the state of Michigan and acceptable to the GRANTOR. Umbrella coverage in the amount of five hundred thousand (\$500,000) dollars may also be used if the general liability coverage is less than five hundred thousand dollars (\$500,000).
9. Covenants to Run With the Land. The easements granted herein, and the rights and obligations set forth herein, shall run with the land and be binding upon and inure to the benefit of GRANTOR and GRANTEE and their respective successors and permitted assigns.
10. Notices. Any notice desired or required to be given to GRANTOR under this Agreement shall be sent postage prepaid, registered or certified mail, return receipt requested, to the following address:

City of Royal Oak
Attention: City Engineer
203 South Troy Street
Royal Oak, Michigan 48067

Any notice desired or required to be given to GRANTEE under this Agreement shall be sent postage prepaid, registered or certified mail, return receipt requested, to the following address:

Royal Oak Schools
Attention: Superintendent
800 DeVillen Avenue
Royal Oak, Michigan 48073

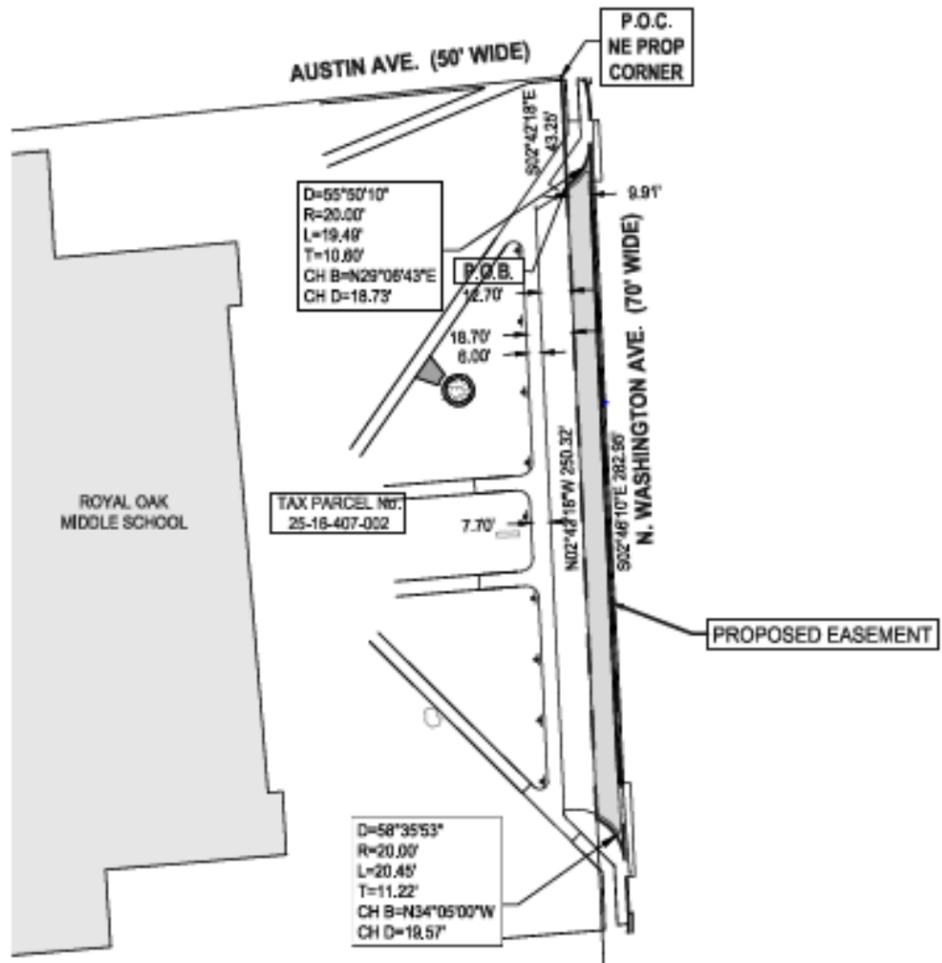
11. Severability. The invalidity or unenforceability of any provision of this Easement shall not affect or impair the validity or enforceability of any other provision or term hereof.
12. Entire Agreement. This Agreement, including attached Exhibits, if any, contains the entire agreement between the parties and all of the terms and conditions to which the parties have agreed and supersedes all prior oral or written agreements or understandings concerning the subject matter.
13. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Michigan and any applicable federal laws and regulations.
14. Waiver. No waiver of any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of

the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the validity of either party to enforce each and every such provision thereafter.

15. Effective date. This Agreement shall become effective on the date first above written.
16. Recording of Easement. This Agreement shall be executed in recordable form and shall be recorded with the Oakland County, Michigan Register of Deeds and returned to Grantee after recording.

Remainder of Page Left Blank

EXHIBIT 'A' EASEMENT



LEGAL DESCRIPTION

OWNER: ROYAL OAK SCHOOL DISTRICT
TAX PARCEL ID: 25-16-407-002
ADDRESS: 708 NORTH WASHINGTON AVENUE

T1N, R11E, SEC 16 PART OF SE 1/4 BEG AT SW COR OF LOT 9 OF 'ASSESSOR'S PLAT NO 35', TH N 84-07-00 E 72.75 FT, TH N 84-05-00 E 217.29 FT, TH ALG SLY LINE OF UPTON ST S ELY 88.28 FT & ELY 130.08 FT & SLY 10.85 FT & ELY 338.25 FT TO WLY LINE OF MARYWOOD ST, TH SLY 190.13 FT ALG SD LY, TH ELY 646.86 FT ALG SLY LINE OF AUSTIN AVE TO WLY LINE OF WASHINGTON AVE, TH SLY 338.70 FT ALG SD LY, TH WLY 648.86 FT ALG NLY LINE OF WILLIS AVE, TH SLY 180.33 FT ALG WLY LINE OF WEST ST, TH WLY 435.71 FT ALG NLY LINE OF FARNUM AVE, TH N WLY 815.20 FT ALG ELY RW LINE OF GTWRR TO BEG, ALSO PART OF SE 1/4 BEG AT INTER OF WLY LINE OF WASHINGTON AVE WITH SLY LINE OF WILLIS AVE, TH S 87-52-00 W 150.00 FT, TH S 40.00 FT, TH N 87-52-00 E 150.00 FT, TH N 40.00 FT TO BEG, ALSO LOTS 25 & 26 OF 'MARY ANGER SUB', ALSO THAT PART OF LOT 45 OF SD SUB LYING SLY OF UPTON AVE, ALSO VAC PART OF PLEASANT ST LYING ADJ TO SD LOTS, ALSO LOT 45 OF 'KNOWLES OAK RIDGE PLAT', ALSO LOTS 44 TO 52 INCL OF 'KNOWLES OAK RIDGE PLAT NO 1', ALSO LOTS 5 TO 8 INCL & LOT 21 OF 'ASSESSOR'S PLAT NO 6', ALSO N 20.0 FT OF LOT 5 & ALL OF LOTS 6 TO 8 INCL, BLK E OF 'WILLSON PARK SUB', ALSO ALL OF VAC WILLIS AVE ADJ TO ABOVE DESC PARCEL, ALSO ALL OF VAC WEST ST LYING NLY OF NLY LINE OF FARNUM AVE.

EASEMENT DESCRIPTION

DESCRIPTION OF AN EASEMENT WITHIN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 01 NORTH, RANGE 11 EAST, CITY OF ROYAL OAK, OAKLAND COUNTY, MICHIGAN, BEING PART OF TAX PARCEL ID NO. 25-16-407-002, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF ABOVE SUBJECT PROPERTY, THENCE 802°42'18"E 43.25 FEET ALONG THE EAST PROPERTY LINE TO THE POINT OF BEGINNING; THENCE IN A NORTHEASTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 20.00 FEET, HAVING A CHORD BEARING OF N29°08'43"E AND A CHORD DISTANCE OF 18.73, HAVING A CENTRAL ANGLE OF 55°50'10" AND AN ARC LENGTH OF 19.48 TO A POINT; THENCE 802°46'10"E 282.96 FEET; THENCE IN A NORTHWESTERLY DIRECTION WITH A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 20.00 FEET, HAVING A CHORD BEARING OF N34°05'00"W AND A CHORD DISTANCE OF 19.57, HAVING A CENTRAL ANGLE OF 58°35'53" AND AN ARC LENGTH OF 20.45 TO A POINT; THENCE N02°42'18"W 250.32 FEET ALONG THE EAST PROPERTY LINE TO THE POINT OF BEGINNING. CONTAINING 0.080 ACRES, MORE OR LESS.



905 South Blvd. East Phone: (248) 844-5400
Rochester Hills, MI 48307 Fax: (248) 844-5440
www.sda-eng.com

DRAWN: N.POOLE	DATE: 06-05-24
CHECKED: DJACKSON	DATE: 06-05-24
MANAGER: G.PLATZ	SCALE: 1" = 60'
JOB No. NP24055EAS	SHEET: 1 OF 1
SECTION 16 TOWN 01 NORTH RANGE 11 EAST	
ROYAL OAK	OAKLAND COUNTY, MI

Plotted: 04/10/2024, 5:17 PM by user: 791 - Saved: 7/10/2024 by user: 781
N:\NP\ALD Projects\NP24055 - Royal Oak Schools - Royal Oak MS ROW Parking\Survey\DWG\NP24055EAS.dwg

CITY COMMISSION AGENDA ITEM

TITLE	Award of Contract for Fair Housing Testing Services
SUBMITTING DEPARTMENT	Community Development - Planning
PRESENTER	Joseph M. Murphy, Director of Planning
MEETING DATE	July 22, 2024
SECOND READING REQUIRED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CERTIFIED RESOLUTION	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*

The Community Development Block Grant (CDBG) program year 2024 Annual Action Plan was approved at the May 13, 2024, Royal Oak City Commission meeting. It identified activities, and associated funding levels, to be undertaken during the following timeframe: July 1, 2024 through June 30, 2025. As a condition of receiving CDBG funds, the city annually certifies to the U.S. Department of Housing & Urban Development (HUD) it will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice, take appropriate actions to overcome the effects of any impediments identified through the analysis, and maintain records reflecting that analysis and actions in this regard. Impediments to fair housing choice are any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices. Additionally, it's any action having the effect of restricting choice or availability based on the protected classes identified in the prior sentence. These actions, omissions or decisions may constitute violations, or potential violations, of the federal Fair Housing Act. For the past several years, the city has made many direct efforts to promote fair housing. The city's CDBG program provides funding to retain a consultant to monitor access to fair housing as a proactive step to ensure fair housing. Fair housing centers provide educational and testing resources to regions throughout the state. The Fair Housing Center of Metropolitan Detroit (FHCMD) provides services to those in Oakland, Macomb, and Wayne counties. The FHCMD provides fair housing testing services that are HUD compliant. The testing services measure the quality, quantity, and content of information and customer service given to a potential renter by a housing provider based on a protected class under fair housing laws. The tester who, without any bona fide intent to rent a home, apartment, or other dwelling, poses as a prospective renter for the purpose of gathering information. This information may indicate whether a housing provider is complying with fair housing laws. Persons of comparable means, but dissimilar protected class characteristics, are utilized to determine if discrimination played a part in an applicant's rejection or in the treatment received. The FHCMD shall randomly select multiple-family rental addresses and conduct testing to assist in ascertaining if any evidence of unlawful housing discrimination or lack of awareness of fair housing laws exists at properties located in the city. The city is not party to follow up actions or legal enforcement.

Fiscal Impact

BUDGET SUMMARY

Whereas the Royal Oak City Commission is committed to furthering fair housing and understands the purpose of fair housing testing. **Be it resolved**, the Royal Oak City Commission hereby approves entering into contract with the Fair Housing Center of Metropolitan Detroit of Detroit, Michigan for fair housing testing services at a price not to exceed \$5,000. **Be it further resolved**, the Mayor and City Clerk are hereby authorized to execute the contract for services.

ATTACHMENTS:FHCMD + City of Royal Oak – CDBG PY2024 contract for fair housing services.pdf

**PROFESSIONAL SERVICES CONTRACT FOR
FAIR HOUSING TESTING SERVICES**

**BETWEEN THE CITY OF ROYAL OAK
AND THE FAIR HOUSING CENTER OF METROPOLITAN DETROIT**

This Professional Services Contract dated the 1st day of July, 2024 is made by the City of Royal Oak, a Michigan Municipal Corporation, with offices at 203 S. Troy Street, Royal Oak MI 48067 (the “City”) and the Fair Housing Center of Metropolitan Detroit, a domestic nonprofit corporation, with a local office at 5555 Connor Street, Suite 2244, Detroit MI 48213 (“FHCMD”).

Both parties agree to the following:

Section 1 - Purpose

Both parties approve of, and hereby agree to, the following project description, budget, and tentative schedule.

Purpose of Project

The City is a recipient of federal funds through the Community Development Block Grant (CDBG) program, which is administered by the U.S. Department of Housing & Urban Development (HUD).

The project includes Federal financial assistance, via the City’s Community Development Block Grant (CDBG) program (CFDA No. 14.128), to reimburse FHCMD for fair housing testing services.

As a condition of receiving CDBG funds, the City annually certifies it will affirmatively further fair housing, which means it will conduct an analysis of impediments to fair housing choice, take appropriate actions to overcome the effects of any impediments identified through the analysis, and maintain records reflecting that analysis and actions in this regard.

Impediments to fair housing choice are any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices. Additionally, it’s any action having the effect of restricting choice or availability based on the protected classes identified in the prior sentence. These actions, omissions or decisions may constitute violations, or potential violations, of the federal Fair Housing Act.

For the past several years, the City has made a large number of direct efforts to promote fair housing via distribution of fair housing promotional materials, proclamations, etc. The City’s CDBG program provides funding to retain a private consultant to monitor access to fair housing as a proactive step to ensure fair housing.

The FMCMD provides testing services that are HUD compliant. The testing services measure the quality, quantity, and content of information and customer service given to a potential renter by a housing provider based on a protected class under fair housing laws.

Type of Testing

The FHCMD shall conduct fair housing testing on behalf of the City to help in the investigation and determination of discrimination in *rental* housing-related transactions on the basis of the following protected classifications:

- race
- national origin
- gender
- color
- age
- familial status
- marital status
- disability status
- source of income

Methodology of Testing

The FHCMD shall conduct the following types of fair housing testing:

- paired testing, including site visits and telephone testing conducted in pairs
- enforcement based testing
- survey testing, for anecdotal and social science research purposes

Testing Procedure

The FHCMD shall conduct its testing to assist in ascertaining if any evidence of unlawful housing discrimination exists in properties located in the City at randomly selected addresses chosen by the FHCMD.

Fee & Payment for Services

The City shall reimburse the FHCMD an amount totaling not greater than five thousand and zero cents dollars / \$5,000.00. This contract does not provide for an advancement of funds.

The FHCMD shall conduct an appropriate the number and type of fair housing testing based on its fee structure:

- \$550 - per site visit test (or \$750 for matched paired visit test)
- \$300 - per telephone test (or \$450 for matched pair telephone test)
- \$650 - per accessibility test which is conducted by one wheelchair user assisted by a non-wheelchair user to assist in conditioning measurements and other tasks to evaluate the accessibility of a dwelling unit for wheelchair users

The FHCMD shall itemize each testing instance in the submittal of its invoice for payment.

The FHCMD shall submit to the City an invoice for payment and all documentation regarding testing no later than July 30, 2025. The City shall promptly pay the FHCMD according to the approved City of Royal Oak Accounts Payable Calendar which establishes check requests deadlines bi-weekly for payment the following week.

Term

This contract shall commence upon execution. It shall cover all testing services conducted between the date of execution and the expenditure of the maximum dollar amount (\$5,000) established under this contract or June 30, 2025, whichever is first.

Section 2 – General Condition

General Compliance

FHCMD agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 870 the Housing and Urban Development regulations concerning Community Development Block Grant. FMCHD also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

Suspension / Termination

FHCMD agrees that suspension or termination of this project may occur if it materially fails to comply with any term of this contract, or any rules, regulations or provisions referred to within, and that this grant may be terminated for convenience by the City. These conditions are fully described in the Code of Federal Regulations, Title 24, Part 85.43 (Enforcement) & Part 85.44 (Termination for Convenience).

FHCMD agrees to reimburse the City all or part of this grant if at any time HUD determines that this activity was ineligible, but only if this ineligibility status resulted from misrepresentation(s) by FHCMD.

Default of Contract

When, in the opinion of the Director of Planning, the work or any part of the work to be done under this contract has been abandoned, is unnecessarily delayed, or cannot be completed at the rate of progress or within the time specified, or the FHCMD is willfully violating any of the covenants of this contract or is carrying it out in bad faith, or has been adjudged as bankrupt, or if he/she should make a general assignment for the benefit of his creditors, then the Director of Planning or designee shall so certify in writing and may declare the FHCMD in default and so notify him/her to discontinue the work. The City agrees to pay the FHCMD for all work itemized work conducted prior to the written notice of default. This contract shall be dissolved upon receipt of notice.

Reversion of Assets

Upon final payment / reimbursement by the City, FHCMD agrees that any unspent funds shall no longer be obligated to the activity.

Merger or Integration

This contract constitutes the entire contract between FHCMD and the City with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.

Modification, Assignment or Subcontracting Absent Prior Written Consent

No variation or modification of this contract and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of the FHCMD and the City. Any alterations, additions or deletions to the terms of this contract, which are required by the enactment of legislation, regulations and directives are automatically incorporated into this contract on the date designated by law, regulation or directive.

Termination

Either party may, at any time during the life of this contract, terminate this contract by giving thirty (30) days written notice to the other party of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the City's obligation shall only be to reimburse the selected contractor(s) for services rendered up to the point of notification of termination.

Addendum

The contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the City and FHCMD indicating exactly what is changing.

Hold Harmless

To the fullest extent permitted by law, FHCMD agrees to indemnify, pay on behalf of, and hold harmless the City, their elected and appointed officials, employees, volunteers, boards, commissions and others working on behalf of the City of Royal Oak, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with, the activity authorized by this contract.

Confidentiality

The use or disclosure of information by the City concerning services, applicants or recipients obtained in connection with the performance of the contract shall be restricted to the purposes directly connected with the administration of the services provided under this contract. Such information shall not be used for any other purpose unless written approval is obtained from FHCMD.

Disputes

The City shall notify FHCMD in writing of its intent to pursue a claim against FHCMD for breach of any terms of this contract. No suit may be commenced by the City for breach of the contract prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the City at the request of FHCMD, must meet with an appointed representative of FHCMD for the purpose of attempting to resolve the dispute. FHCMD shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.

Notices

Whenever under this contract provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below.

Planning Division

Joseph M. Murphy
Director of Planning
Community Development Depart
City of Royal Oak
203 S. Troy St
PO Box 64
Royal Oak, MI 48068-0064

P (248) 246-3285
joem@romi.gov

Fair Housing Center of Metro. Detroit

Steve Tomkowiak
Executive Director
5555 Connor St., Suite 2244
Detroit MI 48213
P (313) 579-3247 extension 6
E stomkowiak@fairhousingdetroit.org

State Id. #: 800818929
Federal Unique Entity ID: MNGECDPZAGB6E

Section 3 – Administrative Requirements

Financial Management

FHCMD shall comply with the requirements and standards of the Office of Management & Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The final guidance is codified in the Code of Federal Regulations at 2 CFR Part 200, as applicable.

Uniform Administrative Requirements & Cost Principles

FHCMD shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and 2 CFR Part 200, as applicable, as they relate to the acceptance and use of Federal funds.

FHCMD will complete the attached form (Single Audit notification form) and, if applicable, supply the City with a copy of its most recent Single Audit (2 CFR Part 200, Subpart F – Audit Requirements) prior to seeking reimbursement for the project. The City's Finance and Community Development departments will examine the Single Audit to determine the subrecipient's compliance requirements, risk level, review identified corrective actions, examine corrective actions thereafter, verify compliance, determine monitoring levels, determine ability to seeking CDBG funds in future program years, etc.

Documentation and Recordkeeping

1. FHCMD agrees to maintain all records required by the Federal regulations specified in 2 CFR Part 200, Subpart D – Post Federal Award Requirements, that are pertinent to the project to be funded under this contract. Such records shall include but are not limited to:
 - a. Records providing a full description of the project undertaken;
 - b. Records demonstrating that the project undertaken meets one of the National Objectives of the CDBG program;
 - c. Records documenting compliance with the fair housing & equal opportunity components of the CDBG program.
 - d. Other records necessary to doc. compliance with Subpart D of 2 CFR Part 200.
2. FHCMD shall retain all records pertinent to expenditures incurred under this contract in compliance with the Retention Requirements for Records in accordance with Subpart D of 2 CFR Part 200.
3. FHCMD records with respect to any matters covered by this contract shall be made available to the City and to the U. S. Department of Housing & Urban Development (HUD). Any deficiencies noted in any local or Federal audit report must be fully cleared by FHCMD within thirty (30) days after receipt by the city. Failure to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

Reporting and Payment Procedures

1. Program Income
FHCMD agrees that this CDBG-funded project, as proposed, generates no program income, as defined in 2 CFR Part 200 (Section 200.307).

2. **Reimbursement Payment Procedures**
The City will reimburse FHCMD funds available under this contract based upon information submitted by FHCMD under the terms and conditions of this contract. A one-time, lump sum reimbursable payment will be made for eligible expenses actually incurred directly related to the project. The City will make its best efforts to process the reimbursement payment in a timely manner. Timeliness of reimbursement payment is also contingent upon the approved City of Royal Oak Accounts Payable Calendar.
3. **Progress Reports**
FHCMD will report to the City progress towards meeting goals, and achievements in providing program benefits in forms, content and frequency as required by the City.

Procurement

1. **Compliance with Federal Procurement Requirements**
FHCMD shall follow federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in 2 CFR Part 200 (200.317-326).

Non-Federal entities must maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest, and governing the performance of their employees engaged in the selection, award and administration of contracts. City staff will collect FHCMD's written standards.

Other program requirements

FHCMD shall carry out the project under this contract in compliance with all Federal laws and regulations in 24 CFR Part 570, Subpart K as applicable:

- (1) 570.600 General
- (2) 270.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99
- (3) 570.602, Section 109 of the Act;
- (4) 570.603, Labor Standards;
- (5) 570.604, Environmental Standards;
- (6) 570.605, National Flood Insurance Program;
- (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
- (8) 570.607, Employment and Contracting Opportunities;
- (9) 570.608, Lead-Based Paint;
- (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
- (11) 570.610, Uniform Administrative Requirements and Cost Principles;
- (12) Conflict of Interest;
- (13) 570.612, Executive Order 12372; and
- (14) 570.613, Eligibility Restrictions for Certain Resident Aliens.

Section 4 – Personnel and Participant Conditions

Labor Laws, Employee Taxes, Withholding, Etc.

The FHCMD and subcontractors must abide by federal, state and local regulations pertaining to equal employment, and shall obey and abide by all the laws of the State of Michigan relating to the employment of labor.

The FHCMD agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions

or privileges of employment, or any matter directly or indirectly related to employment, because of age or sex, except where based on a bona fide occupational qualification, or race, color, religion, national origin, familial status, marital status, disability, sexual orientation, or ancestry. The FHCMD further agrees that every subcontractor entered into for the performance of this contract will contain a provision requiring no-discrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of this contract.

The FHCMD assumes full responsibility to account for all federal, state and local taxes and assessments for the FHCMD in the performance of this contract, and for all withholdings required by applicable laws, rules or regulations. The FHCMD is not entitled to unemployment compensation from the City, as the FHCMD is an independent contractor and not an employee. The FHCMD shall assume full responsibility for the contributions required under any applicable unemployment compensation or social security laws, rules or regulations. The FHCMD is not entitled to worker's compensation coverage from the City, as the FHCMD is an independent contractor and lacks the status of an employee.

Assignment or Subletting

In the execution of this contract, it may be necessary for the FHCMD to sublet part of the work to others; however, the FHCMD shall not award any work to any subcontractor without acknowledgement of the City, which approval shall not be given until the FHCMD submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

The FHCMD shall be fully responsible to the City for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

The FHCMD shall not assign, transfer, convey, or otherwise dispose of this contract, of any part thereof, or his right, title, or interest in the same or any part thereof, without the previous consent in writing of the City. The FHCMD shall not assign by power-of-attorney or otherwise any of the monies due or to become due and payable under this contract without the previous consent in writing of the City.

Access of Records

At the request the City, the FHCMD shall provide the City a digital copy (pdf format) of all case notes, reports, or related materials resulting from the fair housing testing services to be performed under this contract.

Freedom of Information Act (FOIA)

The FHCMD recognizes that it is performing work on behalf of a governmental entity. By law, records of a governmental entity must be released under the Michigan Freedom of Information Act (FOIA) unless specifically exempted. Therefore, records created by and/or for the City and its agents or assigns pursuant to this contract, including, but not limited to, any correspondence, analysis, reports and related materials prepared, constitute property of the City and may be subject to release to the public under FOIA. The City has adopted a FOIA policy which establishes a procedure for receipt and review of FOIA requests. The City must respond to requests for non-exempt public records within five days of receipt unless the City requests a ten-day extension. The FHCMD shall assist in compliance with the City's procedure.

The FHCMD agrees that all information kept as a result of this contract is a public record. In the event that the City receives a FOIA request for public records, the FHCMD shall be required to disclose such information to the City for a determination, at the sole discretion of the City, as to whether or not that information is exempt from disclosure. The City agrees to give the FHCMD a copy of the FOIA request upon receipt by the City. Unless the FHCMD obtains an injunctive order from a court of competent jurisdiction within the time limits for response, the City shall release the non-exempt public records in accordance with a FOIA request.

Indemnification and Hold Harmless

The FHCMD expressly agrees to indemnify and hold the City harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages to the extent of any negligent act, grossly negligent act, error or omission of the FHCMD or anyone acting on the FHCMD's behalf, in connection with, or incidental to, the contract or work to be performed, except that the FHCMD shall not be responsible to indemnify the City for any losses or damages to the extent that same are caused by or result from the gross negligence of the City or any other person or entity.

To the extent of the FHCMD's actual degree of fault, the FHCMD's obligation to indemnify and hold the City harmless shall include:

The obligation to defend the City from any such suit, action or proceeding, and;

The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited to costs, attorney fees and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to the FHCMD's actual fault.

The FHCMD agrees that it will not settle or resolve any claim or action against the FHCMD based upon its acts which includes, or may include, a claim or count against the City or its employees without obtaining a full and complete release in favor of the City with respect to any and all claims or counts against the City except those based upon the gross negligence or willful or wanton misconduct of the City or its employees.

For the purpose of indemnity clauses in the contract, "City" shall mean City of Royal Oak, its elected and appointed officials, employees and volunteers working on behalf of the City; losses and liabilities shall mean loss, cost, expense, damage, liability or claims, whether groundless or not; personal injury shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property, or deprivation of any rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which the FHCMD may be held liable to its injured party in an action-at-law or a suit in equity or other proceedings for redress; bodily injury shall mean bodily injury, sickness or disease and mental injury which may be sustained or claimed by any person or persons; and property damage shall mean the damage and destruction of any property including the loss of use thereof.

The FHCMD and the City may agree to arbitrate any disputes with respect to the application of this indemnification clause.

Insurance Requirements

The FHCMD shall not commence work under this contract until the FHCMD has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed

and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City.

Worker's Compensation Insurance

The CONTRACTOR shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

Commercial General Liability Insurance

The FHCMD shall procure, and maintain in effect during the life of this contract, Commercial General Liability Insurance, on an "Occurrence Basis", with limits of liability not less than **\$300,000** per occurrence and/or aggregate combined single limit Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions, or equivalent; and (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

Motor Vehicle Liability

The FHCMD shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than **\$300,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured

Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **"Additional Insureds"**: **The City of Royal Oak, Michigan, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.**

Cancellation Notice

Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, and/or Material Change in Coverage will be sent to: Director of Planning, 203 S. Troy St., Royal Oak, Michigan 48067".

Owner's & Contractor's Protective Liability

The FHCMD shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Liability Insurance with the limits of liability not less than **\$300,000** per occurrence and/or aggregate, combined single limit, Bodily Injury and Property Damage. The City of Royal Oak, Michigan, shall be "Named Insured" on said coverage. Thirty (30) days notice of cancellation shall apply to this policy.

Proof of Insurance Coverage

The FHCMD shall provide the City at the time this contract is returned by for execution, certificates and policies as listed below:

A copy of Certificates of Insurance for Worker's Compensation Insurance;

A copy of Certificates of Insurance for Commercial General Liability Insurance;

A copy of Certificates of Insurance for Vehicle Liability Insurance;

Original Policy, or Original Binder pending issuance of policy, for Owner's and Contractor's

Protective Liability Insurance;

If so requested, Certified copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this contract, the FHCMD shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to expiration date.

Civil Rights

1. Compliance
FHCMD agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the City of Royal Oak's Human Right's Ordinance (Chapter 402).
2. Nondiscrimination
FHCMD will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. FHCMD will take affirmative action to insure that all employment practices are free from such discrimination.

Affirmative Action

1. Women, Minority-Owned and Section 3 Business Enterprises
FHCMD will use its best efforts to afford minority, women-owned, and Section 3 business enterprises the maximum practicable opportunity to participate in the performance of the project as needed.
2. Access to Records
FHCMD shall furnish the City all information and reports required to demonstrate compliance and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with all applicable rules, regulations and provision.
3. Equal Opportunity Employer Statement
All solicitations or advertisements for contractors, as needed, to complete the project shall state that the "Equal Opportunity Employment applies".

Conduct

1. Assignability
FHCMD shall not assign this contract or any of the payments that become due without consent of the City.
2. Subcontracts

FHCMD shall not enter into any subcontracts with any agency or individual in the performance of the approved project without the written consent of the City to the execution of such an contract, as needed.

3. **Conflict of Interest**
Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the project, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during the tenure or for one year thereafter. The general procurement standards in 2 CFR Part 200.318 shall apply.
4. **Religious Organization**
FHCMD agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR Part 570.200(j).

FHCMD hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

Lobbying

FHCMD certifies, to the best of its knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

FHCMD shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by Section 1352, Title 31, U.S. Code.

2 CFR Part 200, Subpart – Cost Principles, 200.450 Lobbying shall apply to this contract.

Contract Binding and in Full Force

This contract shall be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

This contract represents the entire understanding and agreement between the parties with respect to the subject matter. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this contract. This contract shall be construed as if the invalid, illegal or enforceable provision had never been contained in it. The remainder of the contract shall remain in full force and effect.

No waiver, alteration, amendment, or modification or any provisions of this contract shall be binding unless in writing and signed by the parties hereto. The fact that one of the parties to this contract may be deemed to have drafted or structured any provision of this contract shall not be considered in construing or interpreting any particular provision of this contract, either in favor for or against such party.

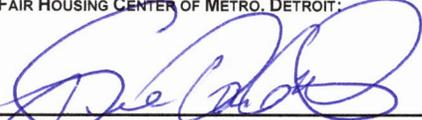
Section 5 - Acceptance

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

CITY OF ROYAL OAK:

FAIR HOUSING CENTER OF METRO, DETROIT:

By: Michael C. Fournier, Mayor



By: Steve Tomkowiak, Executive Director

By: Melanie Halas, City Clerk

Approved To Form:

Niccolas Grochowski, City Attorney

Insurance



ADDITIONAL REMARKS SCHEDULE

AGENCY Lewis & Thompson Agency, Inc.		NAMED INSURED Fair Housing Center	
POLICY NUMBER 04720844-23			
CARRIER Auto Owners Insurance	NAIC CODE	EFFECTIVE DATE: 11/22/2023	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 0025 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

It is agreed that The City of Royal Oak, Michigan, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof as respects the activities of the Named Insured.

It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, and/or Material Change in Coverage will be sent to: Director of Planning, 211 Williams St., Royal Oak, Michigan 48067

Required Form

Single Audit form

Did FHCMD expend \$750,000 or more of Federal assistance received for its operations in the past fiscal year?

YES (Please submit a copy, via e-mail to joem@romi.gov, of your most recent Single Audit & continue to question below)

NO (Please submit completed form)

Have all findings and questioned costs been resolved?

N/A (The Single Audit did not contain any findings)

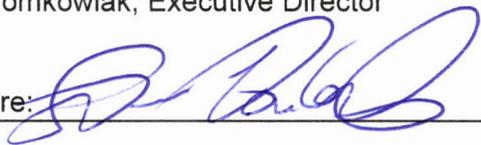
YES (Please submit a written description highlighting steps taken to resolve findings)

NO (Please submit a written description with reasons why findings have yet to be resolved)

(2 CFR part 200, subpart F)

Fair Housing Center of Metropolitan Detroit
Steve Tomkowiak, Executive Director

Signature: _____



Date: _____

6/24/24

Required Form

Equal Employment Opportunity

Please provide a written description on FHCMD's actions undertaken to assure equal employment opportunity to all persons regardless of race, color, national origin, sex or disability status.

Feel free to include your program's policy statements, employment postings, etc.

The FHCMD's equal employment opportunity (EEO) policy, as adopted by its Board of Directors, is set forth in the attached FHCMD Office Administration and Human Resource Manual & Code of Conduct (November 2023). The policy manual contains the following affirmative action/equal opportunity policy:

Affirmative Action/Equal Opportunity

The Fair Housing Center of Metropolitan Detroit is an Affirmative Action/Equal Opportunity employer. It is the policy of this organization to provide equal employment opportunity for all persons, and to prohibit discrimination because of race, color, religion, sex, national origin, age, sexual orientation and disability. Complaints may be directed in person or in writing to the Executive Director and/or to the Board of Directors for investigation and disposition.

Other EEO policies are set forth in Section 500.000: Compliance with the Administrative, National and Department Policy Requirements and Terms for HUD Financial Assistance Awards.

The FHCMD provides a EEO notice on all job postings and advertisements. The FHCMD's staff, including its volunteer testers, has been and is currently highly diverse.

Fair Housing Center of Metropolitan Detroit
Steve Tomkowiak, Executive Director

Signature: _____

Date: _____

Required Form

Compliance with Federal Procurement Standards

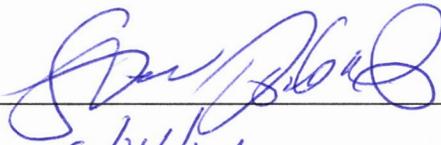
2 CFR Part 200 (200.317- 326) requires that non-Federal entities maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest, and governing the performance of their employees engaged in the selection, award and administration of contracts.

Please provide a printed or electronic (pdf format) copy of your organization's standards.

The FHCMD's written standards of conduct that address conflicts of interest, and the performance of employees engaged in the selection, award and administration of contracts are set forth in the FHCMD's Office Administration and Human Resource Manual & Code of Conduct (November 2023). A copy of the policy manual is attached to this agreement.

Fair Housing Center of Metropolitan Detroit
Steve Tomkowiak, Executive Director

Signature: _____



Date: _____

6/24/24

Accounts Payable Calendar

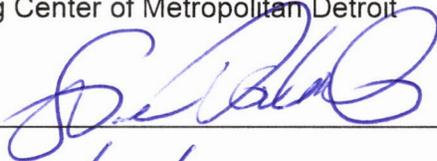
2024 ACCOUNTS PAYABLE CALENDAR			
	FINANCE		CHECKS
	CUT-OFF		ISSUED
	(TUES NOON)		(TUESDAY)
NOTE: Some cut-off dates have been changed due to the Holidays			
Friday	12/29/23		01/09/24
	01/16/24		01/23/24
	01/30/24		02/06/24
	02/13/24		02/20/24
	02/27/24		03/05/24
	03/12/24		03/19/24
	03/26/24		04/02/24
	04/09/24		04/16/24
	04/23/24		04/30/24
	05/07/24		05/14/24
	05/21/24		05/28/24
	06/04/24		06/11/24
Monday	06/17/24		06/25/24
Monday	07/01/24		07/09/24
	07/16/24		07/23/24
	07/30/24		08/06/24
	08/13/24		08/20/24
	08/27/24		09/03/24
	09/10/24		09/17/24
	09/24/24		10/01/24
	10/08/24		10/15/24
	10/22/24		10/29/24
	11/05/24		11/12/24
	11/19/24		11/26/24
	12/03/24		12/10/24
	12/17/24	Checks dated Mon.	12/23/24
Friday	12/27/24		01/07/25

Hold Harmless Agreement

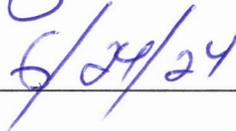
"To the fullest extent permitted by law, the Fair Housing Center of Metropolitan Detroit, Of Detroit, Michigan, agrees to defend, pay in behalf of, indemnify, and hold harmless the City of Royal Oak, its elected and appointed officials, employees and volunteers and others working for or in behalf of the City of Royal Oak, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Royal Oak, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arise out of or is in any way connected or associated with this Contract."

Steve Tomkowiak, Executive Director
Fair Housing Center of Metropolitan Detroit

Signature: _____



Date: _____



FAIR HOUSING CENTER OF METROPOLITAN DETROIT

**Office Administration and Human Resource Manual &
Code of Conduct**

Date: 11/2/2023

5555 Conner St., Suite 2244
Detroit, MI 48213
(313) 879-FAIR (3247)
fairhousingdetroit.org

Fair Housing Center of Metropolitan Detroit
Office Administration and Human Resource Manual & Code of Conduct
Date: 11/2/2023

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Fair Housing Center of Metropolitan Detroit
Office Administration and Human Resource Manual & Code of Conduct
Date: 11/2/2023

Section 100.000: Mission and Purpose

The Fair Housing Center of Metropolitan Detroit, a non-profit, tax-exempt, citizen based organization, was established in April, 1977 for the purpose of addressing fair housing issues in the metropolitan Detroit area. The Fair Housing Center seeks to assure equal access to housing without discrimination based on race, sex, age, color, religion, national origin, familial, marital, sexual orientation, disability status, height and weight. Consistent with the level of resources available, FHC:

- Assists in the investigation of complaints of unlawful housing discrimination;
- Refers some housing discrimination complainants to other agencies or legal resources;
- Initiates negotiations, conciliations and litigations to help resolve equal housing disputes;
- Provides home seekers with information about the sales and rental market and assists home seekers who are considering non-traditional housing choices;
- Conducts research projects and housing surveys to evaluate fair housing practices or assist in industry self-testing programs in the sales, rental or mortgage lending markets;
- Provides consulting and program implementation services to employers, businesses, units of government and housing providers that are seeking to develop or implement fair housing programs;
- Conducts training and public information programs on fair housing issues;
- Works with neighborhood groups, community organizations and other service providers to help promote and achieve more racially and ethnically diverse neighborhoods.

Section 100.200: Policy Statement on FHC Participation as a Plaintiff and/or Co-Plaintiff in Housing Discrimination Lawsuits

On September 14, 1994 the FHC Board of Directors adopted, as FHC Board Policy, the following statement concerning criteria to be used when deciding that FHC, as an organization, should become a plaintiff and/or co-plaintiff in a housing discrimination lawsuit.

1. That there is strong evidence of unlawful discrimination.
2. That there is evidence unlawful patterns and practices, at multiple sites, that affect more than the rights of the bona-fide home-seeker plaintiff.
3. That if a bona-fide home-seeker complaint is present, the complainant has requested, or is in agreement, that FHC join in the action.
4. That FHC will be able to make a strong argument for organizational standing and organizational damages.
5. That the presence of FHC will allow the raising of key facts or legal arguments that would not be raised without FHC's presence.
6. That participation in the action is within the scope of FHC's personnel and financial capabilities.

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7. That there is a clear advantage to be gained for the complainant (if any), for FHC and for the cause of fair housing by FHC's participation.
8. That FHC has investigated an allegation or complaint brought by a bona-fide complainant and found substantial evidence to support the original complaint, however, the person making the allegation and/or the complainant is no longer available and/or has chosen not to pursue the matter, no other potential plaintiffs are available, and there is the strong likelihood that similar acts of discrimination by the same respondent will continue unless FHC becomes the plaintiff in court action.

Section 100.300: Purpose of the Manual

The purpose of this manual is to provide consistency in the operation of the Fair Housing Center of Metropolitan Detroit's office and personnel operating procedures and policies. Periodically, a policy or procedure change will occur. All policy or procedure changes will be documented in the Section 500.000, Policy and Procedure Updates of this manual; by numbering in a chronological sequence. Throughout this manual the Fair Housing Center of Metropolitan Detroit will also be referred to as Fair Housing Center, FHC.

The information contained, herein, supersedes all prior oral and/or written communications regarding the day to day operations of the Fair Housing Center and its' staff, sub-contractors or volunteers except for all conditions outlined in any offer of employment or engagement, letter or and/or confidentiality agreement.

This manual does not constitute an employment contract; rather it is a guideline for the day to day operations of the Fair Housing Center and governs employee, sub-contractor and volunteer conduct, employee benefits and other information.

All information is held in utmost confidentiality.

Section 200.000: Office Administration

Office administrations is the process of creating information systems and supervising its flow from and to others within the Fair Housing Center. Most job functions within FHC involve performing some form of administrative management in order to store and pass on information to those within FHC who need to use it in order to contribute to the goals and mission of the Fair Housing Center.

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Section 200.100 Office Communications and Discipline

The FHC seeks to provide all employees with current information on activities and developments affecting the organization. The staff is strongly encouraged to ask questions, maintain an active interest in activities and offer suggestions for improving office efficiencies.

Employees and volunteers will act professionally when communicating on behalf of the Fair Housing Center via any medium, including but not limited to: fielding phone inquiries, newsletters, articles, brochures, emails, websites, webpages, social media sites, interviews, news releases, media inquiries or speaking and training engagements.

Messages and correspondence received on behalf of the FHC will be returned timely. This is typically within 24 - 48 hours, depending on the nature of the request.

Office discipline includes speaking honestly, in a friendly way and being polite to each other and clients. Further, respect each other's schedules, appointments and pending deadlines, help cover job responsibilities when others are unavailable, respect the privacy of others and the FHC, solve internal problems professionally, be patient, trusting and tolerant of each other, share resources and support the goals of the Fair Housing Center.

Section 300.000 Funding Sources

There is no single, secure source of funding for a private, non-profit, and independent, citizen-based Fair Housing Center. Although many government agencies and officials support and encourage the existence of local FHCs there is no "pot of money" just waiting to be claimed by a group that calls itself a Fair Housing Center. The following summarizes the major sources of funding that are relied on by those local FHCs.

Individual and Organizational Memberships and Donations

Memberships and Donations are very important part of the "support" pictures. The money is sometimes very important, especially for a new center that has not yet found other sources of income, but it is no less important than the sense of participation and involvement that is built through a strong, and growing individual and organizational membership base. To that end, FHC will continue to actively grow its membership and donations.

Contracts for Services

This is the major funding source for most local FHCs – for some it has been the only funding source. Often these contracts are with local communities that receive Federal Community Development Block Grants and have given assurances that they will take steps to affirmatively further fair housing in their communities. Sometimes state governments or federal agencies may be the contracting

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source – at other times it may be a corporation (major employer) or housing industry group (a major real estate sales firm or management firm).

Major Corporate Contributions

Corporate Contributions from local firms are important not only because they can become “major sources” of funding, but because funding from one source often opens the door to funding from other sources.

Foundation Support

There are very few Foundations that include “civil rights” activities as a priority for funding, fewer that include “housing” as a priority issue and hardly any that include “fair housing. Foundations should not be overlooked. Many Foundations attempt to be responsive to the “needs” that are present in the community. If supporters of fair housing fail to establish the “need”, funding sources will not do it for FHC. FHC will perform outreach and continue to educate Foundations to the ongoing “need”, which sorely needs their support.

Fund Raising Events

While most FHCs do not rely on fundraising events for any of their funding; a timely event may, in fact, produce much needed funding and create awareness. This FHC will weigh very carefully the amount of return vs the amount of the investment both in “time” and “money”.

Religious Organizations

Although many religious groups, leaders and members are supportive of fair housing goals and active in fair housing groups, a significant level of funding from religious groups can be limited. However, given the high level of support and active involvement of many religious leaders in local FHCs, there may be more potential than has been realized for financial support from the religious community. FHC will continue its outreach and education efforts within the religious community.

Fees from Complainants

FHC-Detroit knows of no local FHC that charges fees to complainants for its services. Some local FHC’s have recovered some, or all of its costs for services on a specific case from financial awards and/or settlements.

Education, Advocacy and Outreach

The following will be used as funding opportunities:

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- **Education:** The FHC will provide education programs and activities to increase fair housing knowledge. FHC will conduct trainings, host conferences, distribute publications, and offer a regular e-newsletter, social media alerts, website, issue reports, and other activities to get the word out about fair housing laws.
- **Advocacy:** The FHC will assist persons who feel they may be victims of housing discrimination in an advocacy basis in understanding their rights and options under fair housing laws. We also conduct fair housing investigations, both client based and systemic, to determine if unlawful discrimination may be occurring.
- **Community Outreach:** The FHC will offer programs to assist persons, neighborhoods, and communities who have been impacted by unlawful discrimination, disinvestment, or due to unequal housing opportunity.

Section 300.100 Financial Management

Financial procedures provide consistent instructions for all employees and volunteers on how to perform daily transactions involving the assets and financial records of the Fair Housing Center. Consistency in performing transactions provides paper trails of fund transactions, a way to monitor the financial health of the FHC over time, and a means of integrating the records and reports of different parts of the organization.

Financial controls will segregate duties among staff members and establish accountability for receipt, classification, recording, and deposit of all incoming checks. A staff member other than the staff member that prepares and makes the bank deposits shall perform this procedure.

Invoicing

FHC will maintain accurate records of those clients who owe money to the organization for goods and services purchased but not yet paid and to prepare regular invoices to those clients as a systematic way of collecting funds.

Client Accounts

Each client will be assigned a unique client account number. Each activity or transaction that takes place will be recorded in each client account. The date and a description of the transaction will be included. A running balance of the amount owed will be maintained by adding any new services or goods provided and subtracting any amounts paid.

Incoming Checks

Upon receipt, checks are immediately signed/stamped "For Deposit Only". Separate the checks and photocopies into three groups: GRANTS, CONTRIBUTIONS, and PAYMENTS. Deposits are made

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to the bank for both cash and check receipts when there are two or more checks and/or the amount of any check or combination of checks totals \$1,000 or greater.

All incoming receipts are to be kept in a secured location. Cash is very susceptible to errors in handling and theft and therefore must be controlled with diligence and careful record keeping

For each Grant or Contribution check received, prepare a "Thank-you" letter for the Executive Director's signature.

Event Ticket Sales

On the TICKET SALES RECORD for that event, record the (a) date, (b) buyer's name, (c) number of tickets purchased, (d), unit price, and (e) total sale.

When mailing the tickets, prepare a "Thank-you" note for the Executive Director's signature and include it.

Check Signing

It is the responsibility of the check signer to verify that all checks are consistent with the respective invoices or payroll records.

No checks are pre-signed.

All checks over \$1,000.00 and all payroll checks require two signatures, one of which has to be a signature from a member of the Board of Directors, except for electronic, direct deposit transaction or third party payments. These will be documented with support documents provided by the third party vendor or bank records.

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Expenditure Approval

The Board of Directors shall approve, no less often than annually, a budget, that among other things authorizes the annual amount estimated for the following recurring expenditures.

- Payroll and related taxes
- Mortgage/Rent/Lease
- Utilities
- Insurances
- Office Supplies
- Program Material
- Website, IT and multi-media maintenance

If there is any change during the year that will increase any one of these expenditures so that it will exceed the budgeted amount by a percentage or dollar amount set by the Board, the Board or Executive Committee or Finance Committee must approve the increased expenses.

In accordance with the Bylaws Article VIII Section 8.11; Payments for expenditures that are not part of the Board approved budget and for amounts that are in excess of \$250 require specific prior written approval of the Board or Executive Committee.

The Director or designee pre-approves all expenditures over \$25.00. Request for Payment Forms are filled out to indicate the use and amount of expenditure. The Director's signature is required on the Request for Payment Form for authorization.

Purchase Orders

Purchase Orders are required for all amounts over \$25.00. Match the invoices with original PO. If PO and Invoice amounts differ, record the reason, such as shipping or sales taxes which may not have been included in the original PO.

Payments for goods and services not requisitioned through a PO will be duly recorded.

Restricted Funds

Restricted funds are funds received by the organization that are subject to restrictions imposed by the donor as to how and/or when the funds may be used. There are two types: **Permanently Restricted and Temporarily Restricted.**

Permanently restricted funds are basically an endowment fund in which the principal is never available for operating use by the organization. Income generated by such funds is frequently available for use.

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Temporarily restricted funds may be restricted as to time (i.e., a grant made to fund a multiple year program) or purpose (i.e., to fund a particular project, etc.).

- a) Temporarily restricted funds cannot be used for any purpose other than that which was imposed by the donor.
- b) Temporarily restricted funds are released to unrestricted status when the donor-imposed time or purpose restrictions are fulfilled. Separate bank accounts are not required but separate accounting of expenditures is maintained. The Executive Director shall assure that funds are used as required and reported to the appropriate funder.
- c) When temporarily restricted funds cannot be used as prescribed by the funder, the Executive Director shall contact the funder to determine alternate uses for funds or to refund unused amounts to the donor.
- d) Permanently restricted funds cannot be used except for investments and are not commingled with temporarily restricted funds or unrestricted funds. *The interest earned from the investments is available for unrestricted use unless the donor has placed a restriction on that also.*

The Board of Directors determines the investments to be made with permanently restricted funds.

Payment of Bills

The Executive Director or the designate opens invoices. The Executive Director approves payment of bills. All payments are made with pre-numbered checks. (Some payments are electronic e.g. Network for Good and debit card transactions, such transactions will be duly tracked)

Bank Statements and Monthly Reporting

The individual who reconciles the bank statements will not be the same person who is the signatory of checks. This allows the necessary checks and balances for the maintenance of financial records. The following process will be followed:

- A. Ensure that the current month's opening balance amount on the bank statement agrees with last month's ending balance. Resolve any discrepancies.
- B. Enter/record in the account register (check register) all service charges or interest earned. Enter the amount of any service charge as an addition to the Expense Account, Bank Service Charges. Enter the amount of any interest earned as an addition to the Revenue Account, Interest Earned.

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- C. Using the bank statement, check each of the entries to ensure that they match with the account register.
- D. When a deposit or check written in the register matches a transaction on the statement, check it off on the bank statement as cleared.
- E. When a transaction on the register does not show on the bank statement, do not check it off. This is an un-cleared transaction.
- F. On the back of the bank statement after matching all transactions, subtract the un-cleared checks from the bank's balance and add the un-cleared deposits to the bank balance. If the balances between the register and adjusted bank statement are the same, the statement is reconciled.

The Executive Director and Board Treasurer shall receive a *monthly* report that includes reconciliation of bank statements, monthly detailed revenues and expenses, and year-to-date actual revenues, expenses, and budget variances.

The Board of Directors shall receive *monthly or quarterly financial statements* that reflect year-to-date actual revenues and expenses, and variances of both to budgeted amounts and to prior year amounts.

Petty Cash

Only one Petty Cash fund is kept and with no more than \$100 total, consisting of cash, Closed Petty Cash Requests that have not been replenished, and previously un-cleared Petty Cash requests. A single person (the Cash Controller) designated by the Executive Director has responsibility for controlling and accounting for the Petty Cash that is to be kept in a locked Petty Cash Box. *The maximum single disbursement from Petty Cash is \$35.*

Expense Reports

When an employee or volunteer incurs expenses on behalf of the organization, an Expense Report shall be used to reimburse the employee or volunteer for such expenses. Reimbursable expenses may include business travel, meals and lodging, transportation expenses (such as car rental and parking), mileage and parking expenses for using a personal vehicle for business, miscellaneous office supplies, postage and other out-of-pocket expenses.

- A. The Expense Report is to be used only by an employee or volunteer of the organization.
- B. Fill out the Expense Report form detailing the date, the type of expenses and the business reasons for such expenses.
- C. Attach the appropriate invoices, receipts or proper documentation for the expenses.

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- D. Sign the Expense Report testifying to the accuracy and appropriateness of such expenses.
- E. Submit the expense report to the Executive Director or designee for approval and processing.
- F. A copy of the issued check will be filed with the Expense Report and support documents under the employee's name as if the employee were a vendor.

Contracts

Contracts may not be entered into without the approval of the Board.

Payroll Procedures

- A. Timesheets

Timesheets are made available to the Director after the end of each pay period. The Director approves the timesheets.

- B. Pay Period

The pay period is bi-weekly.

Files and Record Keeping

All short term and long term storage of administrative and financial records are provided in a safe, secure and confidential manner. Depending upon the type of record, the appropriate length of time for retention complies with legal and funder requirements. Records relevant to foreseeable or pending judicial or administrative investigations or proceedings are preserved until the actions are concluded.

- **Permanent Records** – Some records will be kept permanently. These include the application for recognition of tax-exempt status, the determination letter recognizing tax-exempt status, and organizing documents, such as articles of incorporation and by-laws, with amendments, as well as board minutes.
- **Employment Tax Records** – Employment tax records are kept for at least four years after the date the tax becomes due or is paid, whichever is later.
- **Records for Non-Tax Purposes** – When records are no longer needed for tax purposes, FHC will keep them until they are no longer needed for non-tax purposes. For example, a grantor, insurance company, creditor, or state agency may require that records be kept longer than the IRS requires.

FHC will follow the retention guidelines provided by its' accounting firm.

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Whistle Blower

FHC will encourage employees, volunteers and others related to the organization to report any violation of policy, procedure, or ethics: illegal activity; or other misconduct by employees, volunteers, or others related to the organization. *Reports can be made directly to the Executive Director, Board Chair or Vice Chair. To the extent that the activity or misconduct involves the Executive Director the report should be made directly to the Chair or Vice Chair.* The organization will protect employees and others that make such reports to the extent allowed by applicable laws. (See also the section on Waste, Fraud, Abuse, and Whistleblower Protections set forth below.)

Volunteers

A volunteer is someone who commits time, energy, expertise and skill for the benefit of others, through personal choice and without expectation of financial gain, except for payment for actual out-of-pocket expenses.

All volunteers will be required to complete a volunteer application and will be required to undergo a background check.

All volunteers must receive prior approval by the Executive Director before working on premises or behalf of the Fair Housing Center.

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Section 400.000: Human Resources Policies

The purpose of this section is to provide a summary of the personnel policies, procedures and benefits for salaried and hourly employees of the Fair Housing Center. These policies are established and approved by the Board of Directors of the organization.

Personnel Administration

Overall responsibility for policies relating to employees of the FHC is under the Board of Directors. The Executive Director is supervisor of all personnel in the program and ensures that Board approved policies are properly executed.

Organizational Reporting

- Board of Directors
 - Executive Director
 - Staff
 - Consultants
 - Sub-Contractors
 - All Others

Classification of Employee

- A. Full-time, Salaried: Any full-time employee who is reimbursed on weekly, monthly or annual salary basis.
- B. Full-time, Hourly: Any full-time employee who is reimbursed on an hourly basis.
- C. Part-time, Salaried: Any part-time employee who is reimbursed on a per day basis.
- D. Part-time, Hourly: Any part-time employee who is reimbursed on an hourly basis.
- E. Consultant: Any person who is reimbursed by FHC on the basis of the work item accomplished.
 - a. Volunteer: Any person who performs services for and at the direction of the Fair Housing Center without compensation.
 - b. Special Placement Employee: Any person who is assigned to FHC for work and/or work/study in accordance with agreements entered into by FHC and the assigning agency is a Special Placement Employee.

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Hours

FHC staff shall be considered full time employees if their regularly scheduled hours are 35 hours a week. Unless otherwise indicated, part-time (under 35 hours/week) hourly and part-time salaried employees will receive the benefits listed in these personnel policies at a rate proportional to their full time equivalent allocation.

Affirmative Action/Equal Opportunity

The Fair Housing Center of Metropolitan Detroit is an Affirmative Action/Equal Opportunity employer. It is the policy of this organization to provide equal employment opportunity for all persons, and to prohibit discrimination because of race, color, religion, sex, national origin, age, sexual orientation and disability. Complaints may be directed in person or in writing to the Executive Director and/or to the Board of Directors for investigation and disposition.

Sexual and Other Harassment Policy

The Fair Housing Center is committed to maintaining a work environment in which every employee shall be free from sexual and other harassment by other employees. Sexual harassment is defined as unwanted conduct or communication of a sexual nature which adversely affects one's employment or working environment. This includes but is not limited to request for or threat of sexual relations or bodily contact, and repeated words or actions which are sexually suggestive, intimidating or degrading. Other harassing conduct in the workplace can include but is not limited to: crude or offensive language or jokes of a racial, ethnic, sexual, or other nature; verbal abuse of a sexual, ethnic, racial, or other nature; and the display in the workplace of sexually suggestive, or inappropriate or offensive objects, pictures, photographs, posters, drawings and graffiti. Any of these actions are prohibited. Complaints may be directed in person or in writing to the Executive Director for investigation and disposition.

Any employee or supervisor who, after an appropriate investigation, is found to have engaged in harassment will be subject to disciplinary action up to and including discharge.

Any employee who is made aware of or observes any type of harassment and fails to inform the Executive Director will be subject to disciplinary action up to and including discharge. If the alleged harassment involves the Director; the Chairman of the Board will determine the appropriate action.

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Drug-Free Workplace Policy

The FHC prohibits the unlawful manufacture, distribution, possession, or use of a "controlled substance" in the workplace. Actions taken against an employee convicted of a workplace drug violation may result in disciplinary action, up and including termination of employment or other penalty and/or may require the offender to participate in an appropriate rehabilitation or counseling program.

The FHC, as a HUD grant fund recipient, complies must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR, Part 2429, which adopts the governmentwide implementation (2 CFR, Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 USC 701-707).

More detailed information is set forth in the FHC's written Drug-Free & Alcohol-Free Workplace policy. Employment is conditional upon compliance with the FHC's separate, written Drug-Free & Alcohol-Free Workplace policy.

Confidentiality

The FHC prohibits employees from disclosing the names of targets of investigation or litigation to anyone outside of FHC staff until a case has been filed with a state or federal agency or in a court of law. Also, such disclosure may be considered a violation the Fair Housing Act.

Conditions of Employment

The policies and procedures in this handbook are designed to serve as guidelines for management action. They are not intended to create any contract or binding agreement between the employer or employee. All policies and procedures outline in this handbook are subject to change or modification at the employer's discretion at any time that particular circumstances warrant.

The handbook is provided for informational purposes only. No provision or portion of the handbook constitutes an implied or expressed contract, guarantee, or assurance of employment or any right to an employment-related benefit or procedure. Employer reserves the right to change, modify, eliminate, or deviate from any policy or procedure in this handbook at any time and to hire, transfer, promote, discipline, terminate, and otherwise manage its' employees as it deems appropriate. If employee has any questions or concerns; employee is to consult their immediate Supervisor or Executive Director.

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Probationary Period

All newly hired employees will serve a probationary period. The probationary period provides an opportunity for evaluating an employee's progress and suitability in a new work situation for both the benefit of the employee and FHC.

The probationary period will be in effect for 180 days from the date of hire and may be extended beyond 180 days by an employee's immediate supervisor if deemed appropriate. Evaluation of an employee during the probationary period will be the responsibility of the employee's immediate supervisor. If no evaluation is done it is assumed that employee performance meets the expectations of the FHC.

During the period of probation, an employee may be terminated without cause by the Executive Director. During the probationary period the employment relationship is terminable at the will of the employer. Once the probationary period has been successfully completed by the employee, the employee can be terminated for any reason, including poor job performance, as defined by these personnel policies or because of reduction in the work force or other reasons related to the maintenance of adequate funding of the work of the organization.

Time Keeping

All employees are required to submit accurate and timely timesheets on a bi-weekly basis. These timesheets are signed by the Executive Director or the designate. The employee's supervisor, where applicable, or the Executive Director is the only employee authorized to change an employee's timesheet. Failure to submit timesheets may result in a delay of receipt of the employee's paycheck. Paydays are every two weeks.

Altering, falsifying, tampering with timesheets, or recording time on another employee's timesheet may result in disciplinary action, up to and including termination of employment.

Overtime

When operating requirements or other needs cannot be met during regular working hours, non-exempt employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. Employees **may not** work overtime unless they receive their supervisor's or the Executive Director **prior** authorization. Hours over 40 are paid at time and a half.

Overtime pay is based on actual hours worked. Time off taken as paid leave, Holiday or any leave of absence will **not** be considered hours worked for purposes of receiving overtime compensation.

Failure to work scheduled overtime or overtime worked without **prior** authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment.

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Pay Period

FHC pay employees based on 26 pay periods per year.

Bonuses/Incentives

From time to time FHC may have bonus/incentive programs in place. The amount of bonus or incentive paid is solely at the discretion of the FHC Board of Directors based on exceptional performance and could include a cash bonus or an award of additional days off with pay. In order to receive a bonus or incentive, it is required that the employees are on active payroll at the time of processing the bonuses/incentives.

Emergency Closings

At times emergencies such as severe weather, fires, power failures, floods or earthquakes can disrupt FHC operations. In extreme cases these circumstances may require the closing of the office. In the event that such an emergency occurs during non-working hours, employees are encouraged to call or email the Executive Director for verification of emergency closing as authorized by the Executive Director.

When a decision to close the office is made by FHC during the work day, employees will receive official notification from their immediate supervisor, where applicable or the Executive Director. Under certain circumstances, employees may be authorized by the Executive Director to work remotely.

In these situations, time off from scheduled work will be paid. Where there has not been an emergency closing authorized, employees who fail to report for work will not be paid for the time off. Employees may request available paid leave time such as unused Vacation or Sick leave.

Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances employees who work will receive regular pay unless overtime pay is applicable.

If the FHC's offices are closed due to inclement weather, a full day's pay will be paid to the employee scheduled to work on that day – however this is not considered a day worked for the payment of overtime. If the offices are open during inclement weather, any employee failing to report to work will not be compensated and will use their personal leave time that day. The absenteeism policy and reporting procedures must be followed in the event an employee is unable to report to work because of inclement weather.

Jury Duty

In recognition of this important civic obligation, FHC grants time off with pay to employees who are called to jury duty. Regular Full-time and Regular Part-time non-exempt associates who have been

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employed for three continuous months will be reimbursed for each day missed because of jury duty for up to two weeks for each occurrence. Additional paid time off may be available where state laws mandate. Regular Full-time and Regular Part-time exempt employees will be reimbursed for up to one month for each occurrence regardless of their length of service. You must inform your Supervisor when you are first notified by the court of jury duty and to present the summons or subpoena to your Supervisor before reporting to court.

To receive pay, the employee must request a verification letter from the Bailiff or Clerk's Office upon release from jury duty and submit it to their Supervisor when you return to work. Company will offset any paid leave with the fees associates get for serving as a juror. This verification will serve as authorization for payment of wages during jury service, once approved by their Supervisor.

Employees are expected to work scheduled hours when their attendance in court is not necessary.

Witness Duty

FHC encourages employees to appear in court for witness duty when subpoenaed to do so. If an employee has been subpoenaed or other requested to testify as witnesses by FHC, they will receive paid time off for the entire period of witness duty.

Unless a state law would require otherwise, associates will be granted unpaid time off to appear in court as a witness when requested by a party other than FHC. Associates are free to use any available paid leave benefit (such as vacation) to receive compensation for the period of absence. The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

Voting Time

FHC encourages employees to vote in all national, state and local elections. If suitable time for voting is not available before or after normal work hours, reasonable time off with pay will be provide to allow each employee to exercise their voting in accordance with state laws. In accordance with state law, unpaid leave to serve as an election judge or official may be granted. Arrangements must be made in advance with the Executive Director.

Outside Employment/Business Activity

The FHC reserves the right to disapprove the outside business activity or employment, or to terminate the employees' relationship with FHC if the outside activity results in or creates the appearance of a conflict of interest, or where the activity may, in any way, tend to impair the employees ability to function effectively as an employee of FHC.

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Unless approved by the Board of Directors, the Executive Director is prohibited from engaging in any outside business or employment. Unless approved by the Executive Director, all full-time employees are prohibited from engaging in any outside business or employment. All other employees must disclose any outside employment or business activity or interest to the Executive Director.

Conflict-of-Interest

Employees may not engage in any business or transaction or have a financial or other personal or benefiting interest which is incompatible with the proper discharge of their official duties or would tend to impact their independence of judgment or action in performance of their duties. No person who is an employee, agent, consultant, officer, or elected or appointed official of the recipient or subrecipient and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

The conflict-of-interest policy prohibits any real and apparent conflicts of interest that may arise among officers, employees or agents, or any member of his or her immediate family, his or her partner or an organization that employs any of the indicated parties.

Examples of conflicts are enumerated below for guidance:

- A. Accepting or soliciting gifts or favors
- B. Use of privileged information for personal or financial gains
- C. Participation in transactions as a representative of FHC with a business entity in which they have a direct or indirect financial or other personal interest
- D. Use of FHC property for personal benefit

When employees have any doubt as to the possible conflict of a particular situation, they should consult their immediate supervisor beforehand.

Violation of the conflict-of-interest requirements may result in disciplinary action, up to and including possible termination of employment.

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Other Conflicts of Interest

The FHC, as a recipient of federal funds, complies with the conflict-of-interest requirements in the applicable program regulations and grant agreements. If there are no program-specific regulations for the FHC's federal awards, the following conflict-of-interest requirements apply:

i. *Conflicts Subject to Procurement Regulations.* In the procurement of property or services, the conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), the FHC follows the requirements contained in paragraphs ii-v below.

ii. *General prohibition.* No person who is an employee, agent, consultant, officer, or elected or appointed official of the FHC who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has immediate family or business ties, during his or her tenure or for one year thereafter. Immediate family ties include (whether by blood, marriage or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling(including a stepsibling), grandparent, grandchild, and in-laws of a covered person.

iii. *Exceptions.* HUD may grant an exception to the general prohibition in paragraph (ii) upon the recipient's written request and satisfaction of the threshold requirements in paragraph (iv), if HUD determines the exception will further the federal purpose of the award and the effective and efficient administration of the FHC's program or project, taking into account the cumulative effects of the factors in paragraph (v).

iv. *Threshold requirements for exceptions.* HUD will consider an exception only after the FHC has provided the following documentation:

- A. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- B. An opinion of the FHC's attorney that the interest for which the exception is sought would not violate state, local, or tribal law.

Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the threshold requirements in paragraph (iii), HUD will consider the cumulative effect of the following factors, where applicable:

- A. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- B. Whether an opportunity was provided for open competitive bidding or negotiation;

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- C. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- D. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- E. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (ii);
- F. Whether undue hardship will result either to the FHC or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- G. Any other relevant considerations.

vi. For purposes of the above requirements, once procured, contractors are considered agents of the FHC and are subject to the above conflict of interest rules in addition to the those for procurements at 2 CFR 200.317 or 2 CFR 200.318, as applicable.

The FHC must disclose in writing any potential conflict of interest to HUD.

General Procurement Standards

No employee, officer, or agent of the FHC may participate in the selection, award, or administration of a contract supported by a federal or local grant award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The FHC's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts.

Violation of the procurement standards may result in disciplinary action, up to and including possible termination of employment.

Solicitation Policy

Employees of the FHC are prohibited from soliciting other employees and clients at any time. Solicitation is defined as any effort to sell goods, services, or business opportunities or to raise money on behalf of any company, club, society, religious organization, political party, or similar organization and/or the distribution of any materials such as leaflets or flyers for those organizations.

The solicitation of co-workers can cause disruptions in the performance of job duties and can lead to problems such as harassment, conflicts of interest and undue influence. Therefore, the FHC

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prohibits the solicitation of co-workers on its premises or while away from the premises on FHC business.

Client, potential clients, and supporters of the FHC may never be solicited unless it for the solicitation of contributions to the benefit of the FHC and its mission.

Honorariums, Gifts, Speaking Fees, Witness Fees, etc.

All invitations to speak, write papers for, provide services to, or serve as a witness on behalf of the FHC that are received by an FHC employee, whether fee is or is not involved, shall be reported to and approved by the Executive Director prior to acceptance of such invitations.

Any honorariums, gifts, speaking fees, witness fees or other payments received by an FHC employee for activities conducted by an FHC employee for the provision of services that result from employment with the FHC shall be turned over to the FHC.

Travel/Expense Reimbursement

The FHC will pay the reasonable and necessary expenses incurred by any employee the organization designates to attend a workshop, in-service training seminar, or other job-related professional growth activity of a nature specifically designed to provide on-the-job improvement.

All business travel plans and cash advances must be approved in writing in advance by the Executive Director or her/his designee. Following the return from business trips, workshops, conferences, etc., employees must submit a Request for Payment form to obtain reimbursement for expenses. Receipts and other appropriate documentation of expenses incurred must be attached. Unless required by federal grant per diem requirements, meal expenses are limited to \$40.00 per day and may be adjusted at any time by the Executive Director.

Employees who are required and authorized by their immediate supervisor to use their own personal transportation while on FHC business will be reimbursed for miles driven at the rate in effect at the time the travel occurs, which may include the privately owned vehicle (POV) mileage reimbursement rates required under federal grant requirements. A Mileage Reimbursement Form must be submitted to and approved by the Executive Director.

Benefits

Benefits eligibility is dependent upon a variety of factors, including associate classification. Your supervisor can identify the programs for which you are eligible.

Holidays

It is the policy of the FHC to grant full time employees time off with pay for the following (9) designated holidays:

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- ½ day New Year's Eve
- New Year's Day
- Martin Luther King Day
- Memorial Day
- Juneteenth
- Fourth of July
- Labor Day
- Thanksgiving Day and the following Friday
- ½ day Christmas Eve
- Christmas Day

Part-time employees will not be paid for holidays. Employees may substitute other holidays which she/he observes. Holidays falling on Saturday or Sunday will be recognized on Friday or Monday as the Executive Director chooses.

Bereavement

Full-time employees are allowed a paid leave of absence of up to 3-days in the event of death in their immediate family, including the day of the burial. Additional time off with may be granted if travel is required. Employees will be paid only for those normally scheduled work days missed. The Executive Director must approve any additional time taken. Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Immediate family members include: parent, spouse, domestic partner, sibling, child, grandparent, grandchild, in-law, and any relative with whom the employee resides.

Part-time, seasonal and temporary associates are not eligible for bereavement leave. Time off must be completed and approved by the Executive Director to receive bereavement pay, or any additional time off. FHC reserves the right to request written verification.

Leave Time

All employees shall be entitled to use personal leave time with pay after the conclusion of the probationary period. Personal leave time of more than one day's duration, other than leave time used for covering absence due to sickness or other emergency situations, must be approved in advance by the Executive Director.

All vacations shall be scheduled in advance and approved by the Executive Director. Part-time salaried employees will receive vacation benefits at a rate proportional to their full-time equivalent allocation. Paid vacation may not be used by salaried employees during the probationary period. Full-time/salary employees will be paid for no more the 10 vacation

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days at the time of separation. We currently do not pay for unused sick and/ vacation day and cannot afford to do so.

Full-time/salary employees will be given annual paid vacation based on the following schedule:

- 0-3 years of employment: 10 days/year
- 4-5 years of employment: 15 days/year
- 6-10 years of employment: 20 days/year
- 11-15 year of employment: 25 days/year

Full-time/salary employees may not carry over more than 5 days of vacation time from one year to the next.

Hourly employees will accrue an annual paid vacation based on the following schedule:

- 0-3 years of employment: 5.9% of hours worked
- 4-5 years of employment: 7.7% of hours worked
- 6-10 years of employment: 9.6% of hours worked
- 11-15 year of employment: 11.5% of hours worked

Hourly employees may not accrue more than 80 hours of vacation time.

Sick Leave

Employees will receive sick leave at the rate of 6 days/year and may not be rolled over year to year. Sick leave will not be accrued while an employee is on an unpaid leave of absence or receiving short term disability or long term disability benefits. Sick leave will be granted to an employee when they are incapacitated for the performance of their duties by sickness or injury. Sick leave will also be granted to an employee when a dependent in the employee's immediate family or household requires the care and attendance of the employee due to illness or injury. The Executive Director may request that any illness for which sick leave is claimed be verified in writing by a doctor.

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Family and Medical Leave

The Family and Medical Leave Act entitles eligible employees to take up to 12 work-weeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons. Employees may elect to use other accumulated paid leave credits for the leave, consistent with normal requirements for receiving approval for such leave. If paid leave is used, the FMLA leave is paid with the employee receiving pay, service credit, and fringe benefits.

A leave must be approved in advance by the Executive Director, and whenever possible the employee should provide at least 30 days' notice.

The employee will use the Family and Medical Leave Act (FMLA) when the employee or a loved one suffers a serious health condition that requires the employee to take time off work.

The employee is eligible for FMLA when he/she has...

- worked for the Fair Housing Center for at least 12 months, that does not have to be consecutive, in the last seven years, and
- worked 1250 hours in the last 12 months, and
- has not exhausted their FMLA entitlement for the year.

The employee can use FMLA for...

- for the birth and care of a newborn child of the employee;
- for placement with the employee of a child for adoption or foster care;
- to take care of a spouse, child, or parent with a serious health condition;
- to take medical leave when the employee is unable to work due to a serious health condition;
- for any qualifying exigency arising out of the fact that an employee's spouse, child, or parent is on covered active duty, or has been notified of an impending call or order to covered active duty, in the Armed Forces.

Insurance

All salaried employees who work at least 32 hours/week shall be eligible for health benefits, unless they are covered by outside insurance. Employees working fewer the 32 hours/week are not eligible for health benefits unless approved by the Executive Director.

Worker's Compensation

The FHC will provide worker's compensation as provided through the State of Michigan.

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Employee Performance and Evaluation

Employee "work in progress" written reviews will be conducted near the end of the probationary period. Written reviews will be conducted annually by the Executive Director and, where applicable, the employee's immediate supervisor.

The Board of Directors, or a committee designated by the Board of Directors will also conduct an annual review and performance appraisal of the Executive Director. The purpose of the performance conferences is to motivate employees to achieve high standards of performance, to establish an ongoing assessment of employee performance against objectives and to provide a continual feedback mechanism for employees. Failure to maintain acceptable job performance may lead to disciplinary procedures and ultimately to termination from employment.

Disciplinary, Grievance and Appeal Procedures

Disciplinary Procedures

Discipline will be governed by the nature, extent, seriousness and effect of the act, error or omission; the nature and frequency of previous undesirable behavior or unsatisfactory job performance; the period of time that has elapsed since a prior act, error or omission; and any aggravating or extenuating circumstances.

FHC may at its option utilize a 4-step progressive discipline system. However, this does not alter the at-will employment relationship between FHC and its employees. Further, some infractions may warrant immediate termination and are not subject to progressive discipline.

Step 1: Verbal warning.

Step 2: First written warning.

Step 3: Final written warning.

Step 4: Termination.

In the event of suspension or discharge, an employee's immediate supervisor, when applicable, or the Executive Director will provide a verbal or written explanation for the disciplinary action. The employee will have an opportunity to present her/his position (see grievance procedure below). Employees are required to sign all written disciplinary actions. The employee's signature does not mean agreement or disagreement with the action being taken, but is only an acknowledgement that the employee has been informed of the action. Whenever written disciplinary action is taken, a copy will be provided to the employee and a copy placed in the employee's personnel file.

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Grievance Procedures

Any employee may file a grievance against a disciplinary action or other action taken by supervision against them. The employee shall, within five (5) days, prepare a written statement setting forth her/his response to the action and submit it to the Executive Director of the FHC. Within five (5) working days after receiving the signed statement, the Executive Director shall either meet with the employee to discuss the grievance or issue a written response to the grievance. If the grievance involves the Executive Director, it shall be directed to the Board of Directors.

Limitation of Time for Bringing Claims

Employees understand and agree that any action or suit against FHC arising out of their employment or termination of employment, including but not limited to, claims arising under State or Federal civil rights statutes, must be brought within 180 days of the event giving rise to the claims or be forever barred. Employees waive any limitation period to the contrary.

Release of Employment

Should FHC be unable to continue an employee in his or her current position because of budget cuts, loss of funding, reorganization or discontinuance of an assignment, the Executive Director shall release the employee. Notification of the release shall be given to the employee in writing by the Executive Director at least two weeks in advance of separation.

Resignation

The term "resignation" refers to the voluntary termination of employment on the part of the employee. FHC requests a written notice at least one month advance notice for all full-time salaried positions and two weeks in advance of the date of separation for hourly employees.

All materials, keys and equipment provided by and belonging to the Fair Housing Center must be returned at the end of employment. Passwords and access will be changed.

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Section 500.000: Compliance with the Administrative, National and Department Policy Requirements and Terms for HUD Financial Assistance Awards

In compliance with HUD and other governmental grant funding opportunities, the FHC certifies its compliance with program requirements, including but not limited to nondiscrimination and equal opportunity requirements. 24 CFR 5.105(a). These requirements are incorporated and made part of this Office Administration and Human Resources Manual and govern the FHC's programmatic activities.

The Fair Housing Act

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, (42 USC 3601 – 3619, and its implementing regulations at 24 CFR, Part 100 *et seq.*) prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions, because of race, color, religion, sex (including gender identity and sexual orientation), familial status, national origin, and disability. It also requires that all federal programs relating to housing and urban development be administered in a manner that affirmatively furthers fair housing.

Additionally, the FHC, as a recipient of HUD funding and its subrecipients, if any, must comply with the fair housing law(s) of Michigan and localities in which the FHC's programs or activities are conducted (e.g., if there is a law prohibiting discrimination in housing based on lawful source of income).

Title VI of the Civil Rights Act of 1964

Title VI of the Civil Rights Act of 1964 (42 USC 2000d *et seq.*) and HUD's implementing regulations (24 CFR, Part 1) prohibit the FHC, as a recipient of federal financial assistance, from discriminating against any person on the basis of race, color, or national origin. Under Title VI, recipients may not exclude a person from participation, restrict access, treat differently, deny any benefit, provide any benefit differently, or otherwise discriminate against any person on the basis of race, color, or national origin. Recipients also may not utilize criteria or methods of administration that have the purpose or effect of subjecting individuals to discrimination because of their race, color, or national origin. Siting decisions by recipients may not have the purpose or effect of discriminating based on race, color, or national origin. Recipients also may not subject any person to segregation based on race, color, or national origin. In addition, recipients are obligated to take reasonable actions to remove or overcome the consequences of prior discriminatory practices regardless of whether the recipient engaged in discriminatory conduct. Title VI applies to actions taken directly and actions taken through contractual arrangements.

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The Age Discrimination Act of 1975

The Age Discrimination Act of 1975 (42 USC 6101 – 6107) prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance. HUD's implementing regulations are at 24 CFR, Part 146.

Section 504 of the Rehabilitation Act of 1973

Section 504 (29 USC 794) and HUD's implementing regulations (24 CFR, Part 8) prohibits discrimination based on disability in any program or activity receiving federal financial assistance. The FHC, as a recipient of federal financial assistance, will not deny a qualified individual with disabilities the opportunity to participate in or benefit from housing, or an aid, benefit, or service. The FHC provides equal benefits to individuals with disabilities; does not provide different or separate benefits to individuals with disabilities, unless necessary to provide such individuals with benefits that are equally effective to those provided others; and administers its programs and activities receiving federal financial assistance in the most integrated setting appropriate to the needs of qualified individuals with disabilities. These Section 504 requirements apply to actions taken directly and actions taken through contractual arrangements.

Under Section 504, the FHC, as a recipient, must provide reasonable accommodations for persons with disabilities. A reasonable accommodation is a change, adaptation, or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job.

The FHC also takes appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public, such as providing auxiliary aids and services, including American Sign Language interpreters and alternate format documents (e.g., Braille, large print, accessible electronic communications) for persons with disabilities.

The Americans with Disabilities Act

Title II of the ADA (42 USC 12131 – 12165) prohibits discrimination based on disability in programs and activities provided or made available by public entities. Title III of the ADA (42 USC 12181–12189) prohibits discrimination based on disability in the goods, services, facilities, privileges, advantages, and accommodations of places of public accommodations owned, leased, or operated by private entities. The FHC is committed to compliance with the ADA in all of its activities and services.

Affirmatively Furthering Fair Housing Requirements

Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) requires HUD to administer its programs and activities in a manner to affirmatively further the purposes of the Fair Housing Act. HUD requires the FHC, as a recipient of HUD funds, to take meaningful actions that affirmatively further fair housing.

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Economic Opportunities for Low-and Very Low-income Persons (Section 3)

Section 3 of the Housing and Urban Development Act of 1968 (Section 3), (12 USC 1701u), entitled “Economic Opportunities for Low- and Very Low-Income Persons,” and the HUD regulations at 24 CFR, Part 75 require, to the greatest extent feasible, that training, employment, contracting and other economic opportunities be directed to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons.

The FHC, to the extent possible, will search the national Section 3 Business Registry to find local businesses that prioritize hiring Section 3 workers.

Improving Access to Services for Persons with Limited English Proficiency

Executive Order 13166 seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (LEP). The FHC, as a recipient of federal financial assistance, and subrecipients, if any, shall take reasonable steps to ensure meaningful language access to their programs and activities to persons with LEP. As an aid to recipients and subrecipients, HUD published Final Guidance to federal financial assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) in the Federal Register on January 22, 2007 (72 FR 2731). The LEP guidance and additional information is available here: [Federal Register](#).

Accessible Technology

Section 508 of the Rehabilitation Act of 1973 requires HUD to ensure, when developing, procuring, maintaining, or using electronic and information technology (EIT), that the EIT allows persons with disabilities to access and use information and data comparably to those without disabilities unless an undue burden would result to the Federal agency. The FHC seeks to further the goals and objectives of Section 508 by ensuring comparable access whenever EIT is used. In addition, the FHC, as a recipient of federal financial assistance, carries out its program and activities in compliance with applicable requirements in Section 504 of the Rehabilitation Act, HUD’s implementing regulations in 24 CFR, Part 8, and, where applicable, the ADA. These statutes also require effective communication with individuals with disabilities and prohibit EIT-imposed barriers to access information, programs, and activities for persons with disabilities. (For more information, see HUD’s policy on Section 508 of the Rehabilitation Act and Accessible Technology.)

Equal Access to Housing Regardless of Sexual Orientation, Gender Identity, or Marital Status

The FHC is committed to furthering HUD’s equal access requirements set forth in 24 CFR 5.105(a)(2) and 5.106. The Equal Access Rule at 24 CFR 5.105(a)(2) requires that a determination of eligibility for housing that is assisted by HUD or subject to a mortgage insured by HUD shall be made in accordance with the eligibility requirements provided for such program by HUD, and such housing

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shall be made available without regard to actual or perceived sexual orientation, gender identity, or marital status. Furthermore, under 24 CFR 5.106, the FHC, as funded in whole or part by any Community Planning and Development (CPD) program funds, will provide equal access to programs, activities, services, or facilities in accordance with a person's gender identity. (HUD's definitions of sexual orientation and gender identity under the Equal Access Rule are at 24 CFR 5.100. In addition, the Fair Housing Act prohibits discrimination in housing and housing-related services because of sex, which includes discrimination because of sexual orientation or gender identity.

Ensuring the Participation of Small Disadvantaged Businesses, and Women-Owned Businesses

The FHC is committed to ensuring that small businesses; small, disadvantaged businesses; women-owned businesses; and Labor Surplus Area Firms participate fully in the direct contracting and contracting opportunities generated by HUD's financial assistance. The FHC, as a recipient of federal financial assistance, is required by 2 CFR 200.321 to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and Labor Surplus Area Firms are used whenever possible.

Energy Efficient, Sustainable, Accessible, and Free from Discrimination by Design

Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad," directs HUD to deploy its full capacity to reduce pollution, increase resilience, and conserve water, as well as align its management of real property and financial programs to support robust climate action. In addition, the Presidential Memorandum "Redressing Our Nation's and the Federal Government's History of Discriminatory Housing Practices and Policies" (86 FR 7487) directs HUD to ensure sufficient physically accessible housing, and secure equal access to housing opportunity for all.

Housing constructed, rehabilitated, and/or acquired with HUD funds should (following rehabilitation, if necessary) be well-designed, energy- and water-efficient, sustainable, accessible, and free from discrimination. Housing should, where practicable, prioritize location efficiency; be resistant to local disaster risks; have healthy indoor air quality; embrace the tenets of accessible design, including concepts of visitability and universal design; have access to affordable broadband internet for residents; and use native plant species in landscape design.

All new construction and/or feasible substantial rehabilitation should meet a Green and Resilient Building Standard and should adhere to Elevation Standards (as described below) for structures in a 100-year floodplain. When older or obsolete products are replaced as part of rehabilitation work, rehabilitation should use ENERGY STAR-labeled, Water Sense-labeled, or Federal Energy Management Program (FEMP)-designated products and appliances.

- A. Green and Resilient Building Standard** means an industry-recognized standard that (1) has achieved certification under (i) Enterprise Green Communities, (ii) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), (iii) ICC-700 National Green Building Standard Green+

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Resilience; or the (iv) Living Building Challenge, or (v) any other equivalent comprehensive green building program acceptable to HUD, and (2) has achieved a minimum energy efficiency standard, such as (i) ENERGY STAR (Certified Homes or Multifamily High-Rise), (ii) DOE Zero Energy Ready Home; (iii) regional or local certifications such as Earth Craft House, Earth Craft Multifamily; Greenpoint Rated New Home, Greenpoint Rated Existing Home (Whole House or Whole Building label); Earth Advantage New Homes; (iv) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association.

- B. Adhering to Elevation Standards** means all structures, as defined at 44 CFR 59.1, designed principally for residential use, and located in the 1 percent annual chance (or 100-year) floodplain, that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b)(10), must be elevated with the lowest floor, including the basement, at least two feet above the one percent annual chance floodplain elevation (base flood elevation). Mixed-use structures with no dwelling units and no residents below two feet above base flood elevation, must be elevated or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) and 60.3(c)(4)(i) or successor standard, up to at least two feet above base flood elevation. These elevation standards apply to new construction, repair of substantial damage, or substantial improvement of residential structures located in an area delineated as a special flood hazard area or equivalent in FEMA's data sources identified in 24 CFR 55.2(b)(1). 24 CFR 55.2(b)(10)(ii)(B) excludes from the definition of substantial improvement "Any alteration of a structure listed on the National Register of Historical Places or on a State Inventory of Historic Places."

Real Estate Acquisition and Relocation

With certain exceptions, HUD-funded programs or projects are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) (42 USC 4601 *et seq.*), and the government-wide implementing regulations issued by the Federal Highway Administration at 49 CFR, Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for federal or federally funded programs or projects.

Generally, real property acquisition that receives federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR, Part 24, subpart B. If real property acquisitions satisfy one of the acquisition requirements of 49 CFR 24.101(b)(1) through (5), then the real property acquisitions will not be subject to the requirements in 49 CFR, Part 24, subpart B.

The relocation requirements of the URA and its implementing regulations at 49 CFR, Part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance. While there are no URA statutory provisions for "temporary relocation," the URA

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regulations recognize that there are circumstances where a person will not be permanently displaced but may need to be moved from a project for a short period of time. Appendix A of the URA regulation (49 CFR 24.2(a)(9)(ii)(D)) explains that any tenant who has been temporarily relocated for a period beyond one year must be contacted by the displacing agency and offered URA permanent relocation assistance. Some HUD program regulations provide additional protections for temporarily relocated tenants. Before planning their project, applicants must review the regulations for the programs to which they are applying. Individual NOFOs may have additional relocation guidance and requirements.

Additional resources and guidance pertaining to real property acquisition and relocation for HUD-funded programs and projects are available on HUD's Real Estate Acquisition and Relocation website at www.hud.gov/relocation. Applicable laws and regulations, policy and guidance, publications, training resources, and a listing of HUD contacts are also available for applicants who have questions or need assistance.

Participation in a HUD-Sponsored Program Evaluation

As a condition of the receipt of a HUD grant award, the FHC is required to cooperate with all HUD staff, contractors, or designated grantees performing research or evaluation studies funded by HUD. (See Federal Register Notice, FR-6278-N-01.)

OMB Administrative Requirements, Cost Principles, and Audit Requirements for federal awards

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards, set forth in 2 CFR, Part 200, apply, except as otherwise provided by the Program NOFO or applicable program regulations. However, where a program-specific regulation issued before 2020 incorporates a specific part 200 requirement that was renumbered or replaced as a result of 85 FR 49506 and 86 FR 10439, the part 200 requirement as replaced or renumbered by 85 FR 49506 and 86 FR 10439 will govern. The requirements of 2 CFR 200.337 apply to all records pertaining to HUD awards.

Compliance with Drug-Free Workplace Requirements

The FHC's Alcohol-Free & Drug-Free Workplace Policy is set forth on page 14 above and in the FHC's written Drug-Free & Alcohol-Free Workplace policy.

Privacy Act Requirements Related to Safeguarding Resident/Client Files

In maintaining resident and client files, the FHC, as a HUD funding recipients, shall observe all applicable privacy laws, including state, local, and tribal laws concerning the disclosure of records that pertain to individuals and take reasonable measures to ensure that all such files are safeguarded, including when reviewing, printing, or copying client files. Federal requirements will apply where state, local, or tribal laws are inconsistent with Federal requirements, to the extent such Federal requirements preempt state, local, and tribal laws. When collecting or maintaining personally

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identifiable information for inclusion in a HUD system of records as defined by the Privacy Act, the FHC shall comply with agency rules, regulations, or other requirements issued under the Privacy Act as applicable.

Federal Funding Accountability and Transparency Act of 2006

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L. 109-282, as amended by section 6202(a) of P.L. 110-252) requires the Office of Management and Budget (OMB) to maintain a single, searchable website that contains information on all Federal spending awards. FFATA requires all recipients of federal awards to report purchases of \$25,000 and greater under federal contracts. The act requires the reported data be made available to the public via www.USASpending.gov. The FHC complies with all reporting requirements under the FFATA.

Eminent Domain

No Federal funds provided under the Federal award may be used to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use shall not be construed to include economic development that primarily benefits private entities. Use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118), will be a public use for Section 407 purposes.

Accessibility for Persons with Disabilities

For all HUD-funded activities:

- A. All meetings must be held, and services provided, in facilities that are physically accessible to persons with disabilities. Recipients and subrecipients must give priority to alternative methods of product or information delivery that offer programs and activities to qualified individuals with disabilities in the most integrated setting appropriate in accordance with HUD's implementing regulations for section 504 of the Rehabilitation Act of 1973 (29 USC 794) at 24 CFR, Part 8, subpart C; and
- B. All notices of and communications during training sessions and public meetings shall be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities or provide other means of accommodation for persons with disabilities consistent with section 504 of the Rehabilitation Act of 1973 and HUD's Section 504 regulations. Recipients and subrecipients must provide appropriate auxiliary aids and services necessary to ensure effective communication, which includes ensuring that information is provided in appropriate accessible formats as needed, e.g., Braille, audio,

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large type, assistive listening devices, sign language interpreters, accessible websites, and other electronic communications. See 24 CFR Section 8.6; 28 CFR 35.160, 36.303.

Violence Against Women Act

The Violence Against Women Act of 1994, as amended (VAWA), provides housing protections for victims of domestic violence, dating violence, sexual assault, and stalking in many of HUD's housing programs. HUD's regulations implementing VAWA, as amended by the Violence Against Women Reauthorization Act of 2013, are found in the applicable program regulations and 24 CFR, Part 5, Subpart L, Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (collectively, the VAWA rule). The specific HUD programs that are subject to the VAWA housing protections are listed in the "covered housing program" definition at 24 CFR 5.2003, and as may be identified by HUD through further regulations, notices, or any other means. In general, the VAWA rule provides that an applicant for assistance or tenant assisted under a covered housing program may not be denied admission to, denied assistance under, terminated from participation in, or evicted from the housing on the basis or as a direct result of the fact that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant or tenant otherwise qualifies for admission, assistance, participation, or occupancy. The VAWA rule also requires the establishment of emergency transfer plans for facilitating the emergency relocation of certain tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. For the specific requirements of the VAWA rule, see 24 CFR, Part 5, Subpart L, and the applicable program regulations. VAWA, as reauthorized by the Violence Against Women Act Reauthorization Act of 2022, further provides that no public housing agency or owner or manager or housing assisted under a covered housing program shall discriminate against any person because that person has opposed any act or practice made unlawful by the housing title of VAWA or because that person testified, assisted, or participated in any related matter. It also provides that no public housing agency or owner or manager of housing assisted under a covered housing program shall coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under the housing title of VAWA. VAWA also protects the right to report crime and emergencies from housing. It establishes that landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. It prohibits application of actual or threatened penalties based on requests for assistance or based on criminal activity of which an individual is a victim or otherwise not at fault under the laws or policies adopted or enforced by "covered governmental entities" meaning any municipal, county, or State government that receives funding under Section 106 of the Housing and Community Development Act of 1974.

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Compliance with Conducting Business in Accordance with Ethical Standards/Code of Conduct

As to the FHC's Compliance with Conducting Business in Accordance with Ethical Standards/Code of Conduct, see the Conflict-of-Interest, Other Conflicts of Interest, and General Procurement Standards set forth above.

Build America, Buy America

The FHC complies with all requirements of the Build America, Buy America Act ("the BABA Act"), Public Law No. 117-58, 70901-52. The BABA Act requires federal agencies to ensure none of the funds made available for a federal financial assistance award for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States. To this end, recipients of an award of federal financial assistance from a program for infrastructure are hereby notified that starting May 14, 2022, any funds obligated are covered under the BABA Act. And, pursuant to the General Applicability Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD federal financial assistance, funds obligated on or after November 14, 2022 must comply with section 70914 of the BABA Act, which includes the incorporation of a Buy America Preference (BAP) in the terms and conditions of each award with infrastructure activities. As described in the General Applicability Waiver of Build America, Buy American Provisions as Applied to Tribal Recipients of HUD federal financial assistance, the BABA implementation deadline for federal financial assistance from a program for infrastructure provided to Tribes, tribally designated housing entities (TDHEs) and other tribal entities ("Tribal Recipients") are delayed until after tribal consultation has been conducted. Regardless of the program, funds obligated tribal recipients on or after May 14, 2023 must comply with Section 70914 of the BABA Act.

In addition, any federal awards made on or after the applicable effective date must take appropriate steps to ensure financial assistance awards comply with the BABA Act requirements, which may include appropriate terms and conditions incorporating a BAP.

Renewal awards and amendments obligating additional funds to existing awards that are executed on or after November 14, 2022, must also include a Buy America Preference (BAP). Per Office of Management and Budget (OMB) Memorandum number M-22-11, inclusion of a BAP means that none of the funds provided under this award may be used for a project for infrastructure unless:

- A. all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- B. all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced,

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or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- C. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. “All manufacturing processes” for construction materials includes the final manufacturing process and the immediately preceding manufacturing stage for the construction material.

A BAP only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. The Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Environmental Justice Requirements

Depending upon the specific NOFO, the FHC’s federal grant projects may be required to comply with the environmental justice requirements under Executive Orders 12898 and 14008. See also OMB Memorandum M-21-28 (implementing the Justice40 Initiative).

Trafficking Victims Protection

The FHC is committed to complying with Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104(g)) and implementing regulations at 2 CFR, Part 175 (Award Term for Trafficking in Persons). 2 CFR, Part 175.15(b) provides in pertinent part:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, and subrecipients/subrecipients’ employees, if any. may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

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2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity —

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

ii. 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—

A. Associated with performance under this award; or

B. 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 Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by [HUD at 2 CFR, Part, 175].

...

c. *Provisions applicable to any recipient.*

1. 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.

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

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

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

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

d. *Definitions.* For purposes of this award term:

1. “Employee” means either:

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

ii. 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.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor

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or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. 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.

ii. Includes:

A. 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).

B. A for-profit organization.

4. "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).

Compliance with Award Term and Condition for Recipient Integrity and Performance

The FHC is committed to complying with the Award Term and Condition for Recipient Integrity and Performance (see Appendix XII to 2 CFR, Part 200). Appendix XII to 2 CFR, Part 200 states as follows:

A. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

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- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

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For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Compliance with Suspension and Debarment

The FHC complies with 2 CFR, Part 2424 and 2 CFR, Part 180—OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)/

Environmental Justice Requirements

The FHC complies with the environmental justice requirements under Executive Orders 12898 and 14008, and OMB Memorandum M-21-28, which implements the Justice40 Initiative (Section 223 of Executive Order 14008).

Eliminating Barriers That May Unnecessarily Prevent Individuals with Criminal Histories from Participation in HUD Programs

In accordance with HUD Secretary Fudge's April 12, 2022, memorandum, *Eliminating Barriers That May Unnecessarily Prevent Individuals with Criminal Histories from Participating in HUD Programs*, the FHC will prevent unfair and potentially discriminatory exclusions based on criminal history or activity. A person otherwise eligible cannot be excluded from participating in the grant program based on arrest record only. Any reliance on a person's criminal history or criminal activity must be based on accurate records and reliable evidence showing a current danger to persons or property. Before excluding an individual because of criminal history or activity, the FHC will offer that individual the opportunity to provide evidence of mitigating circumstances and you must take such evidence into

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account. Evidence of mitigating circumstances can include type of crime, the severity of the offense, the length of time since the offense, and evidence of rehabilitation, or that the criminal record is inaccurate.

Equity Requirements

The FHC complies with equity requirements, which include compliance with racial equity and underserved communities and LGBTQ+ requirements under Executive Orders 13985 and 13988.

Executive Order 13985 requires federal agencies to develop a comprehensive approach to advancing equity for all, including Black and Brown people and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. Affirmatively advancing equity, civil rights, racial justice, and equal opportunity is the responsibility of the government and requires a systemic approach to embed fairness in decision-making processes and recognize and redress inequities in policies and programs that serve as barriers to equal opportunity. The FHC, as a recipient of federal financial assistance, will comply with any requirements to advance equity as HUD may prescribe in NOFOs or grant agreements.

Persons who are LGBTQ+ often are a historically underserved community. The FHC will consider the significant barriers and discrimination that persons who identify as LGBTQ+ face and consider ways to support underserved communities, such as LGBTQ+, with respect to all NOFO activities and grant agreements.

Native Language of the Workforce

The FHC complies with 41 USC 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 USC 4712, employees of a contractor, subcontractor, grantee, subgrantee, and personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of 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. (See Federal Contractor or Grantee Protections | Office of Inspector General, Department of Housing and Urban Development (hudoig.gov)).

Prohibition on Surveillance

The FHC complies with 2 CFR 200.216, Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment. Section 200.216 states:

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

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- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

Lead-Based Paint Requirements

The FHC, when providing education or counseling on buying or renting housing that may include pre-1978 housing under a federal grant, must inform complainants and clients of their rights under the Lead Disclosure Rule (24 CFR, Part 35, Subpart A), and, if the focus of the education or counseling is on rental or purchase of HUD-assisted pre-1978 housing, the Lead Safe Housing Rule (Subparts B & R, and, as applicable, Subparts F-M).

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Waste, Fraud, Abuse, and Whistleblower Protections

Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official for the award and to HUD's Office of Inspector General (OIG). HUD's OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form.

The FHC will comply with 10 USC 2409, including the:

- A. Prohibition on reprisals against employees disclosing certain types of information to specified persons or bodies; and
- B. Requirement to notify your employees in writing, in the predominant native language of the workforce, of their rights and protections under that statute.

Under 41 USC 4712, employees of the FHC and any contractor of the FHC who make a protected disclosure about a federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of:

- 1. Gross mismanagement of a federal contract or grant.
- 2. Waste of Federal funds.
- 3. Abuse of authority relating to a federal contract or grant.
- 4. Substantial and specific danger to public health and safety.
- 5. Violations of any law, rule, or regulation related to a federal contract or grant.

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Section 600.000: Policy and Procedure Updates

9/07/15	Office Administration and Human Resource Manual Introduction
1/13/16	Approved by Board on January 13, 2016 Effective immediately
11/6/16	Office Administration and Human Resource Manual Introduction
6/3/2022	Juneteenth added as holiday Effective immediately
11/2/2023	Added new Section 500.000: Compliance with the Administrative, National and Department Policy Requirements and Terms for HUD Financial Assistance Awards. Renumbered Policy and Procedure Updates from 500.00 to 600.000. Approved by Board on November 2, 2023. Effective immediately

CITY COMMISSION AGENDA ITEM

TITLE	Award of Contract for Rent and Utility Assistance Program
SUBMITTING DEPARTMENT	Community Development - Planning
PRESENTER	Joseph M. Murphy, Director of Planning
MEETING DATE	July 22, 2024
SECOND READING REQUIRED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CERTIFIED RESOLUTION	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*

The city relies on local service agencies to help identify and help deliver Community Development Block Grant (CDBG) funded social services to its residents. In January 2024, the city received an application for CDBG funding from Legal Aid and Defender Association, Inc. (LADA). At its May 13, 2024 meeting, the city commission approved the CDBG program year 2024 Annual Action Plan which includes \$55,000 for LADA to operate a rental assistance program to prevent the eviction of low- to moderate-income Royal Oak individuals / households who are at-risk of becoming homeless. The program also includes those income qualified Royal Oak renters at-risk of having their electrical or natural gas service shut-off due to non-payment or who have recently been disconnected due to non-payment. Income-eligible renter households may receive assistance with no greater than three (3) months of arrears per federal regulations. Rental rates must be reasonable based on federal guidelines. LADA shall be reimbursed for assistance services and case management efforts.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	\$55,000
AMOUNT CURRENTLY BUDGETED	\$55,000
BUDGET AMENDMENT REQUIRED	\$0.00 (BA between dept; net -0- effect on FB)
FUNDING SOURCE/ GL NUMBER	FY2024 274.715.91734
WAS THIS A BUDGETED EXPENSE?	<input type="checkbox"/> Yes <input type="checkbox"/> No

OTHER FISCAL IMPACTS: (Select all that apply.)

- | | |
|----------------------------------------------------------|------------------------------------------------------------|
| <input checked="" type="checkbox"/> No fiscal impact | <input type="checkbox"/> Revenue impact (details below) |
| <input type="checkbox"/> Workload impact (details below) | <input type="checkbox"/> Operations Impact (details below) |

REVENUE IMPACT: *Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)*

WORKLOAD IMPACT: *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

OPERATIONS IMPACT: *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.

This aligns with the following community need priority / objective identified in the City's CDBG Consolidated Plan:

Non-Homeless Special Needs – Public Services That Benefit Special Needs Population
To support and facilitate access to the wide variety of existing public services that may enhance life skills and self-sufficiency.

Housing - Affordable Owner-Occupied & Renter-Occupied Housing
To preserve and increase the supply of affordable owner-occupied and renter-occupied housing for low- to moderate-income residents through housing rehabilitation, new construction, advocacy, policies, and regulations.

COMMUNITY ENGAGEMENT

Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.

N/A

BOARD AND COMMISSION FEEDBACK

Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:

N/A

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION: **Be it resolved**, the Royal Oak City Commission hereby approves entering into contract with the Legal Aid & Defender Association, Inc. of Detroit, Michigan to operate a rent and utility assistance program at a price not to exceed \$55,000. **Be it further resolved**, the Mayor and City Clerk are hereby authorized to execute the contract for services.

ATTACHMENTS: LADA + City of Royal Oak – CDBG PY2024 contract.pdf

PROFESSIONAL SERVICES CONTRACT

BETWEEN THE CITY OF ROYAL OAK AND LEGAL AID AND DEFENDER ASSOCIATION, INC.

This Professional Services Contract dated the 1st day of July, 2024 is made by the City of Royal Oak, a Michigan Municipal Corporation, with offices at 203 S. Troy Street, Royal Oak MI 48067 (the “City”) and Legal Aid and Defender Association, Inc., a domestic nonprofit corporation, with a local office at 613 Abbott Street, Suite 630 Detroit MI 48226 (“LADA”).

Both parties agree to the following:

Section 1 - Purpose

Both parties approve of, and hereby agree to, the following project description, budget, and tentative schedule.

Purpose of Project

The City is a recipient of federal funds through the Community Development Block Grant (CDBG) program, which is administered by the U.S. Department of Housing & Urban Development (HUD).

The project includes Federal financial assistance, via the City’s Community Development Block Grant (CDBG) program (CFDA No. 14.128), to reimburse LADA for the operation of a rental assistance program to prevent the eviction of low- to moderate-income Royal Oak individuals / households who are at-risk of becoming homeless. Additionally, those income qualified Royal Oak renters at-risk of having their electrical or natural gas service shut-off due to non-payment or who have recently been disconnected due to non-payment.

The project helps the City fulfill the following community need priority / objective identified in its PY2021 – PY2025 Consolidated (Five Year) Plan:

Non-Homeless Special Needs – Public Services That Benefit Special Needs Population

To support and facilitate access to the wide variety of existing public services that may enhance life skills and self-sufficiency.

Housing - Affordable Owner-Occupied & Renter-Occupied Housing

To preserve and increase the supply of affordable owner-occupied and renter-occupied housing for low- to moderate-income residents through housing rehabilitation, new construction, advocacy, policies, and regulations.

Eligible Activities

The City has designed this contract to operate specific eligible activities (rent arrear assistance & utility arrear assistance) identified under the Code of Federal Regulations, Title 24, Part 570 Community Development Block Grants, Subpart C Eligible Activities, Section 201 Basic Eligible Activities, (e): Public Services...”welfare (but excluding the provision of income payments identified under §570.207(b)(4)” which identifies income payments.: “The general rule is that CDBG funds may not be used for income payments. For purposes of the CDBG program, “income payments” means a series of subsistence-type grant payments made to an individual or

family for items such as food, clothing, housing (rent or mortgage), or utilities, but excludes emergency grant payments made over a period of up to three (3) consecutive months to provider of such items or services on behalf of an individual or family”.

rent arrear assistance / payments

- rent arrear assistance may not exceed rental costs accrued over a 3-month period
- amount of rent arrear assistance provided should be based on need
- rent arrear assistance paid cannot exceed the actual rental cost per the landlord and tenant agreement which must be in compliance with HUD’s standard of rent reasonableness outlined below
- all payments must be made directly to third party landlords on behalf of the beneficiary
- in addition to contractual monthly rent rate, this program allows assistance to include the following types of fees associated with arrears: late charges, late pet fees, late parking fees, court fees, administration fees, processing fees, etc.
- assistance does not apply to luxury fees, such as pool or other amenities, or fees associated with inflicted damage to the dwelling unit
- arrear assistance must prevent eviction; not simply provide the landlord with the equivalent of 3 months rent while still resulting in eviction

utility arrear assistance / payments

- utility arrear assistance may not exceed costs accrued over a 3-month period for renters only
- amount of utility arrear assistance provided should be based on need for renters only
- utility arrear assistance is limited to electrical service and/or natural gas service for renters only
- all payments must be made directly to third party utility companies on behalf of the beneficiary
- arrear assistance must prevent the renter’s utility disconnection; not simply provide the utility company with the equivalent of 3 months of payment while still resulting in disconnection

not eligible

- | | |
|--------------------------|------------------------------|
| - rent security deposits | - utility security deposit |
| - current rent payment | - current utility payment |
| - future rent payment | - future utility payment |
| - luxury amenity fees | - utility re-connection fees |

Eligible Program Beneficiaries

At a minimum, an eligible program beneficiary/participant must meet the following criteria:

Current, income-qualified Royal Oak residents that reside in a leased dwelling unit within the city limits. The program is not designed to accommodate those seeking to move into the city limits.

All leased units must maintain a license to rent with the City’s Community Development Department.

Royal Oak renters must provide evidence of unpaid rent or related penalties, or an imminent eviction notice due to rental arrears.

Royal Oak renters must provide evidence of unpaid utility bills or related penalties, or an imminent notice to disconnect electrical or natural gas services due to utility arrears.

The Royal Oak renter households must be at or below 80 percent of the 2024 Area Median Income (details below under Household Income Eligibility).

The actual rental costs of the dwelling unit assisted must comply with HUD's standard for "rent reasonableness" (details below under Rent Reasonableness).

Household Income Eligibility

To be eligible to participate in this program, a household's income may not exceed 80% of the Area Median Income (AMI). LADA shall utilize the table below, or appropriately updated data, to determine eligibility based on the total number of household members.

2024 HUD income limits - effective 04/01/2024

persons in family	0-30% MFI extremely low-income	30.1-50% MFI low-income	50.1-80% MFI moderate-income	80.1+% MFI not eligible
1 person	\$0 - \$20,150	\$20,151 - \$33,600	\$33,601 - \$53,700	\$53,701+
2 persons	\$0 - \$23,000	\$23,001 - \$38,400	\$38,401 - \$61,400	\$61,401+
3 persons	\$0 - \$25,900	\$25,901 - \$43,200	\$43,201 - \$69,050	\$69,051+
4 persons	\$0 - \$31,200	\$31,201 - \$47,950	\$47,951 - \$76,700	\$76,701+
5 persons	\$0 - \$36,580	\$36,581 - \$51,800	\$51,801 - \$82,850	\$82,851+
6 persons	\$0 - \$41,960	\$41,961 - \$55,650	\$55,651 - \$89,000	\$89,001+

Median Family Income: \$95,900
Detroit-Warren-Livonia, MI HUD Metro FMR Area

A household includes all persons who occupy the housing unit. The income of all members of the household at 18 years of age or older shall be included in the calculation. LADA shall calculate using one of the definitions of annual income to determine whether households are eligible to participate in this program.

1. Annual income as defined in 24 CFR Part 5
2. Annual income as reported on individual income tax federal Form 1040 – gross adjusted income

HUD's Office of Community Planning & Development has developed an online Income Eligibility Calculator to determine income eligibility and assistance amounts. The online calculator can be found at: <https://www.hudexchange.info/incomecalculator/>

Part 5 annual gross income is determined by calculating a household's anticipated total or gross income over the next 12 months. This may be a more advantageous method of determining eligibility for those that have experienced a recent loss of employment.

Household Data

HUD requires that all beneficiaries provide the following data regarding their household. LADA shall collect and report the below data to the City prior to reimbursement.

Number of persons residing in the household: _____

Number of persons under 18 years of age: _____

Is the head of household female?

- Yes
- No

Check the box indicating the ethnicity of the head of household.

- Not Hispanic / Latino
- Hispanic / Latino

Check the box indicating the race of the head of household.

- American Indian or Alaskan Native only
- Asian only
- Black or African American only
- Native Hawaiian or Other Pacific Islander only
- White only
- American Indian or Alaskan Native AND White
- Asian AND White
- Black or African American AND White
- American Indian or Alaskan Native AND Black/African American
- Multi-Race (not listed)

Rent Reasonableness

In LADA’s efforts of provide rent arrear assistance, it must ensure that the actual rental costs of the dwelling unit assisted are in compliance with HUD’s Emergency Shelter Grant (ESG) standards of “rent reasonableness”.

Rent reasonableness means that the total rent charged for a unit must be reasonable in relation to the rents being charged during the same period for comparable units in the private unassisted market and must not be in excess of rents being charged by the owner during the same time period for comparable non-luxury unassisted dwelling units. LADA shall maintain, and provide to the City, a checklist to demonstrate rent reasonableness for each instance of assistance.

An analysis and compliance with Fair Market Rates (FMRs) is not applicable.

Habitability Standards, HQS, & LBP

A physical housing quality standard and/or lead-based paint inspection is not applicable due to the limitation of 3 months of assistance.

Fee & Reimbursement / Payment for Services

LADA shall be eligible for administrative delivery costs associated with implementing eligible activities. Administrative delivery costs shall be in the form of case management fees for each beneficiary.

Case management activities include the arrangement, coordination, monitoring, and delivery of services related to eligible activities. The eligibility of case management fees ceases / ends once the third party is provided payment on behalf of the beneficiary.

LADA shall be entitled to a flat hourly rate of \$55 for all case management efforts.

LADA shall provide the City with the number of billable hours per beneficiary. The City shall reimburse Legal Aid & Defender Association for case management fees.

The sum total of all rent and utility arrear assistance payments and all related case management fees shall not exceed the total dollar amount (\$55,000) of this contract.

The following fees which are not eligible for reimbursement under this contract: program publicity / outreach, housing search and placement, legal services / representation, credit repair, etc.

LADA shall submit to the City an invoice for reimbursement and all documentation demonstrating eligibility by no later than July 30, 2025.

The City shall promptly pay LADA according to the approved City of Royal Oak Accounts Payable Calendar which establishes check requests deadlines bi-weekly for payment the following week.

Term

This contract shall commence upon execution. It shall cover all eligible expenses and case management fees between the date of execution and the expenditure of the maximum dollar amount (\$55,000) established under this contract or June 30, 2025, whichever is first.

Section 2 – General Condition

General Compliance

LADA agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 870 the Housing and Urban Development regulations concerning Community Development Block Grant. LADA also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract.

Suspension / Termination

LADA agrees that suspension or termination of this project may occur if it materially fails to comply with any term of this contract, or any rules, regulations or provisions referred to within, and that this grant may be terminated for convenience by the City. These conditions are fully described in the Code of Federal Regulations, Title 24, Part 85.43 (Enforcement) & Part 85.44 (Termination for Convenience).

LADA agrees to reimburse the City all or part of this grant if at any time HUD determines that this activity was ineligible, but only if this ineligibility status resulted from misrepresentation(s) by LADA.

Default of Contract

When, in the opinion of the Director of Planning, the work or any part of the work to be done under this contract has been abandoned, is unnecessarily delayed, or cannot be completed at the rate of progress or within the time specified, or LADA is willfully violating any of the covenants of this contract or is carrying it out in bad faith, or has been adjudged as bankrupt, or if he/she should make a general assignment for the benefit of his creditors, then the Director of Planning or designee shall so certify in writing and may declare LADA in default and so notify him/her to discontinue the work. The City agrees to pay LADA for all work itemized work conducted prior to the written notice of default. This contract shall be dissolved upon receipt of notice.

Reversion of Assets

Upon final payment / reimbursement by the City, LADA agrees that any unspent funds shall no longer be obligated to the activity.

Merger or Integration

This contract constitutes the entire contract between LADA and the City with respect to the subject matter hereof; there are no other further written or oral understandings or agreements with respect hereto.

Modification, Assignment or Subcontracting Absent Prior Written Consent

No variation or modification of this contract and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of LADA and the City. Any alterations, additions or deletions to the terms of this contract, which are required by the enactment of legislation, regulations and directives are automatically incorporated into this contract on the date designated by law, regulation or directive.

Termination

Either party may, at any time during the life of this contract, terminate this contract by giving thirty (30) days written notice to the other party of its intention to terminate and an opportunity for consultation prior to termination. In the event of a termination, the City's obligation shall only be to reimburse the selected contractor(s) for services rendered up to the point of notification of termination.

Addendum

The contract duration may be extended or shortened, funds may be added or subtracted via an addendum signed by a representative from the City and LADA indicating exactly what is changing.

Hold Harmless

To the fullest extent permitted by law, LADA agrees to indemnify, pay on behalf of, and hold harmless the City, their elected and appointed officials, employees, volunteers, boards, commissions and others working on behalf of the City of Royal Oak, against any and all claims, demands, suits, losses, including all costs connected therewith for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, by reason of personal injury, including bodily injury and death, and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with, the activity authorized by this contract.

Confidentiality

The use or disclosure of information by the City concerning services, applicants or recipients obtained in connection with the performance of the contract shall be restricted to the purposes directly connected with the administration of the services provided under this contract. Such information shall not be used for any other purpose unless written approval is obtained from LADA.

Disputes

The City shall notify LADA in writing of its intent to pursue a claim against LADA for breach of any terms of this contract. No suit may be commenced by the City for breach of the contract prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the City at the request of LADA, must meet with an appointed representative of LADA for the purpose of attempting to resolve the dispute. LADA shall be given the opportunity to cure or remedy any breach within such ninety (90) day period.

Notices

Whenever under this contract provision is made for notice of any kind, unless otherwise herein expressly provided, it shall be in writing and shall be served personally or sent by registered or certified mail with postage prepaid to the designated representatives at the addresses supplied below.

Planning Division

Joseph M. Murphy
Director of Planning
Community Development Depart
City of Royal Oak
203 S. Troy St
PO Box 64
Royal Oak, MI 48068-0064

P (248) 246-3285
joem@romi.gov

Legal Aid & Defender Association, Inc.

Michelle L. Johnson
President & CEO
613 Abbott Street, Suite 630
Detroit MI 48226
P (313) 967-5646
E mjohnson@ladadetroit.org

State Id. #: 800880641
Federal Unique Entity ID: KJJTW5YM2H56

Section 3 – Administrative Requirements

Financial Management

LADA shall comply with the requirements and standards of the Office of Management & Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The final guidance is codified in the Code of Federal Regulations at 2 CFR Part 200, as applicable.

Uniform Administrative Requirements & Cost Principles

LADA shall comply with the policies, guidelines, and requirements of 24 CFR Part 85 and 2 CFR Part 200, as applicable, as they relate to the acceptance and use of Federal funds.

LADA will complete the attached form (Single Audit notification form) and, if applicable, supply the City with a copy of its most recent Single Audit (2 CFR Part 200, Subpart F – Audit Requirements) prior to seeking reimbursement for the project. The City's Finance and Community Development departments will examine the Single Audit to determine the subrecipient's compliance requirements, risk level, review identified corrective actions, examine corrective actions thereafter, verify compliance, determine monitoring levels, determine ability to seeking CDBG funds in future program years, etc.

Documentation and Recordkeeping

1. LADA agrees to maintain all records required by the Federal regulations specified in 2 CFR Part 200, Subpart D – Post Federal Award Requirements, that are pertinent to the project to be funded under this contract. Such records shall include but are not limited to:
 - a. Records providing a full description of the project undertaken;
 - b. Records demonstrating that the project undertaken meets one of the National Objectives of the CDBG program;
 - c. Records documenting compliance with the fair housing & equal opportunity components of the CDBG program.
 - d. Other records necessary to doc. compliance with Subpart D of 2 CFR Part 200.

2. LADA shall retain all records pertinent to expenditures incurred under this contract in compliance with the Retention Requirements for Records in accordance with Subpart D of 2 CFR Part 200.
3. LADA records with respect to any matters covered by this contract shall be made available to the City and to the U. S. Department of Housing & Urban Development (HUD). Any deficiencies noted in any local or Federal audit report must be fully cleared by LADA within thirty (30) days after receipt by the city. Failure to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

Reporting and Payment Procedures

1. **Program Income**
LADA agrees that this CDBG-funded project, as proposed, generates no program income, as defined in 2 CFR Part 200 (Section 200.307).
2. **Reimbursement Payment Procedures**
The City will reimburse LADA funds available under this contract based upon information submitted by LADA under the terms and conditions of this contract. At any point, LADA may submit a request for a reimbursable payment for eligible expenses actually incurred directly related to the project. The City will make its best efforts to process the reimbursement payment in a timely manner. Timeliness of reimbursement payment is also contingent upon the approved City of Royal Oak Accounts Payable Calendar.
3. **Progress Reports**
LADA will report to the City progress towards meeting goals, and achievements in providing program benefits in forms, content and frequency as required by the City.

Procurement

1. **Compliance with Federal Procurement Requirements**
LADA shall follow federal procurement rules when purchasing services, supplies, materials, or equipment. The applicable federal regulations are contained in 2 CFR Part 200 (200.317-326).

Non-Federal entities must maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest, and governing the performance of their employees engaged in the selection, award and administration of contracts. City staff will collect LADA's written standards.

Other program requirements

LADA shall carry out the project under this contract in compliance with all Federal laws and regulations in 24 CFR Part 570, Subpart K as applicable:

- (1) 570.600 General
- (2) 270.601, Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063; 99
- (3) 570.602, Section 109 of the Act;
- (4) 570.603, Labor Standards;
- (5) 570.604, Environmental Standards;
- (6) 570.605, National Flood Insurance Program;

- (7) 570.606, Displacement, Relocation, Acquisition, and Replacement of Housing;
- (8) 570.607, Employment and Contracting Opportunities;
- (9) 570.608, Lead-Based Paint;
- (10) 570.609, Use of Debarred, Suspended or Ineligible Contractors or Subrecipients;
- (11) 570.610, Uniform Administrative Requirements and Cost Principles;
- (12) Conflict of Interest;
- (13) 570.612, Executive Order 12372; and
- (14) 570.613, Eligibility Restrictions for Certain Resident Aliens.

Section 4 – Personnel and Participant Conditions

Labor Laws, Employee Taxes, Withholding, Etc.

LADA and subcontractors must abide by federal, state and local regulations pertaining to equal employment, and shall obey and abide by all the laws of the State of Michigan relating to the employment of labor.

LADA agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of age or sex, except where based on a bona fide occupational qualification, or race, color, religion, national origin, familial status, marital status, disability, sexual orientation, or ancestry. LADA further agrees that every subcontractor entered into for the performance of this contract will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of this contract.

LADA assumes full responsibility to account for all federal, state and local taxes and assessments for LADA in the performance of this contract, and for all withholdings required by applicable laws, rules or regulations. LADA is not entitled to unemployment compensation from the City, as LADA is an independent contractor and not an employee. LADA shall assume full responsibility for the contributions required under any applicable unemployment compensation or social security laws, rules or regulations. LADA is not entitled to worker's compensation coverage from the City, as LADA is an independent contractor and lacks the status of an employee.

Assignment or Subletting

In the execution of this contract, it may be necessary for LADA to sublet part of the work to others; however, LADA shall not award any work to any subcontractor without acknowledgement of the City, which approval shall not be given until LADA submits to the City a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the City may require.

LADA shall be fully responsible to the City for the acts and omissions of their subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Nothing contained in this contract shall create any contractual relation between any subcontractor and the City.

LADA shall not assign, transfer, convey, or otherwise dispose of this contract, of any part thereof, or his right, title, or interest in the same or any part thereof, without the previous consent in writing of the City. LADA shall not assign by power-of-attorney or otherwise any of the monies due or to become due and payable under this contract without the previous consent in writing of the City.

Access of Records

At the request the City, LADA shall provide the City a digital copy (pdf format) of all case notes, reports, or related materials resulting from the fair housing testing services to be performed under this contract.

Freedom of Information Act (FOIA)

LADA recognizes that it is performing work on behalf of a governmental entity. By law, records of a governmental entity must be released under the Michigan Freedom of Information Act (FOIA) unless specifically exempted. Therefore, records created by and/or for the City and its agents or assigns pursuant to this contract, including, but not limited to, any correspondence, analysis, reports and related materials prepared, constitute property of the City and may be subject to release to the public under FOIA. The City has adopted a FOIA policy which establishes a procedure for receipt and review of FOIA requests. The City must respond to requests for non-exempt public records within five days of receipt unless the City requests a ten-day extension. LADA shall assist in compliance with the City's procedure.

LADA agrees that all information kept as a result of this contract is a public record. In the event that the City receives a FOIA request for public records, LADA shall be required to disclose such information to the City for a determination, at the sole discretion of the City, as to whether or not that information is exempt from disclosure. The City agrees to give LADA a copy of the FOIA request upon receipt by the City. Unless LADA obtains an injunctive order from a court of competent jurisdiction within the time limits for response, the City shall release the non-exempt public records in accordance with a FOIA request.

Indemnification and Hold Harmless

LADA expressly agrees to indemnify and hold the City harmless against all losses and liabilities arising out of personal injury, bodily injury or property damages to the extent of any negligent act, grossly negligent act, error or omission of LADA or anyone acting on LADA's behalf, in connection with, or incidental to, the contract or work to be performed, except that LADA shall not be responsible to indemnify the City for any losses or damages to the extent that same are caused by or result from the gross negligence of the City or any other person or entity.

To the extent of the FHMCD's actual degree of fault, LADA's obligation to indemnify and hold the City harmless shall include:

The obligation to defend the City from any such suit, action or proceeding, and;

The obligation to pay any and all judgments which may be recovered in any such suit, action or proceeding and/or any reasonable expenses including, but not limited to costs, attorney fees and settlement expenses which may be incurred, but only to the extent that such judgments and expenses are attributable to LADA's actual fault.

LADA agrees that it will not settle or resolve any claim or action against LADA based upon its acts which includes, or may include, a claim or count against the City or its employees without obtaining a full and complete release in favor of the City with respect to any and all claims or counts against the City except those based upon the gross negligence or willful or wanton misconduct of the City or its employees.

For the purpose of indemnity clauses in the contract, "City" shall mean City of Royal Oak, its elected and appointed officials, employees and volunteers working on behalf of the City; losses and liabilities shall mean loss, cost, expense, damage, liability or claims, whether groundless or

not; personal injury shall mean false arrest, erroneous service of civil papers, false imprisonment, malicious prosecution, assault and battery, libel, slander, defamation of character, discrimination, mental anguish, wrongful entry or eviction, violation of property, or deprivation of any rights, privileges or immunities secured by the constitution and laws of the United States of America or the State of Michigan, for which LADA may be held liable to its injured party in an action-at-law or a suit in equity or other proceedings for redress; bodily injury shall mean bodily injury, sickness or disease and mental injury which may be sustained or claimed by any person or persons; and property damage shall mean the damage and destruction of any property including the loss of use thereof.

LADA and the City may agree to arbitrate any disputes with respect to the application of this indemnification clause.

Insurance Requirements

LADA shall not commence work under this contract until LADA has obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City.

Worker's Compensation Insurance

The CONTRACTOR shall procure and maintain during the life of this contract, Worker's Compensation Insurance, including Employer's Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

Commercial General Liability Insurance

LADA shall procure, and maintain in effect during the life of this contract, Commercial General Liability Insurance, on an "Occurrence Basis", with limits of liability not less than **\$300,000** per occurrence and/or aggregate combined single limit Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions, or equivalent; and (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

Motor Vehicle Liability

LADA shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability not less than **\$300,000** per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured

Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be **"Additional Insureds": The City of Royal Oak, Michigan, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.**

Cancellation Notice

Worker's Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, and/or Material Change in Coverage will be sent to: Director

of Planning, 203 S. Troy St., Royal Oak, Michigan 48067”.

Owner's & Contractor's Protective Liability

LADA shall procure and maintain during the life of this contract, Owner's and Contractor's Protective Liability Insurance with the limits of liability not less than **\$300,000** per occurrence and/or aggregate, combined single limit, Bodily Injury and Property Damage. The City of Royal Oak, Michigan, shall be "Named Insured" on said coverage. Thirty (30) days notice of cancellation shall apply to this policy.

Proof of Insurance Coverage

LADA shall provide the City at the time this contract is returned by for execution, certificates and policies as listed below:

A copy of Certificates of Insurance for Worker's Compensation Insurance;

A copy of Certificates of Insurance for Commercial General Liability Insurance;

A copy of Certificates of Insurance for Vehicle Liability Insurance;

Original Policy, or Original Binder pending issuance of policy, for Owner's and Contractor's Protective Liability Insurance;

If so requested, Certified copies of all policies mentioned above will be furnished.

If any of the above coverages expire during the term of this contract, LADA shall deliver renewal certificates and/or policies to the City at least ten (10) days prior to expiration date.

Civil Rights

1. Compliance

LADA agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the City of Royal Oak's Human Right's Ordinance (Chapter 402).

2. Nondiscrimination

LADA will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. LADA will take affirmative action to insure that all employment practices are free from such discrimination.

Affirmative Action

1. Women, Minority-Owned and Section 3 Business Enterprises

LADA will use its best efforts to afford minority, women-owned, and Section 3 business enterprises the maximum practicable opportunity to participate in the performance of the project as needed.

2. Access to Records

LADA shall furnish the City all information and reports required to demonstrate compliance and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of

investigation to ascertain compliance with all applicable rules, regulations and provision.

3. Equal Opportunity Employer Statement
All solicitations or advertisements for contractors, as needed, to complete the project shall state that the "Equal Opportunity Employment applies".

Conduct

1. Assignability
LADA shall not assign this contract or any of the payments that become due without consent of the City.
2. Subcontracts
LADA shall not enter into any subcontracts with any agency or individual in the performance of the approved project without the written consent of the City to the execution of such a contract, as needed.
3. Conflict of Interest
Except for approved administrative and/or personnel costs, no person having responsibilities dealing with CDBG assisted activities may obtain a personal or financial interest or benefit from the project, or have an interest in any contract, subcontract or agreement, either for themselves or their family, during the tenure or for one year thereafter. The general procurement standards in 2 CFR Part 200.318 shall apply.
4. Religious Organization
LADA agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR Part 570.200(j).

LADA hereby certifies that none of the beneficiaries of its activities or services are based upon any religious preference.

Lobbying

LADA certifies, to the best of its knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

LADA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon, which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to penalty as authorized by Section 1352, Title 31, U.S. Code.

2 CFR Part 200, Subpart – Cost Principles, 200.450 Lobbying shall apply to this contract.

Contract Binding and in Full Force

This contract shall be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

This contract represents the entire understanding and agreement between the parties with respect to the subject matter. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect the enforceability of any other provision of this contract. This contract shall be construed as if the invalid, illegal or enforceable provision had never been contained in it. The remainder of the contract shall remain in full force and effect.

No waiver, alteration, amendment, or modification or any provisions of this contract shall be binding unless in writing and signed by the parties hereto. The fact that one of the parties to this contract may be deemed to have drafted or structured any provision of this contract shall not be considered in construing or interpreting any particular provision of this contract, either in favor for or against such party.

Section 5 - Acceptance

The undersigned indicate by their signatures that they are authorized to act on behalf of their respective party in this capacity.

CITY OF ROYAL OAK:

LEGAL AID AND DEFENDER ASSOCIATION, INC:

By: Michael C. Fournier, Mayor



By: Michelle L. Johnson, President & CEO

By: Melanie Halas, City Clerk

Approved To Form:

Niccolas Grochowski, City Attorney

Insurance

Required Form

Single Audit form

Did LADA expend \$750,000 or more of Federal assistance received for its operations in the past fiscal year?

- YES (Please submit a copy, via e-mail to joem@romi.gov, of your most recent Single Audit & continue to question below)
- NO (Please submit completed form)

Have all findings and questioned costs been resolved?

- N/A (The Single Audit did not contain any findings)
- YES (Please submit a written description highlighting steps taken to resolve findings)
- NO (Please submit a written description with reasons why findings have yet to be resolved)

(2 CFR part 200, subpart F)

Legal Aid and Defender Association, Inc.
Michelle L. Johnson, President & CEO

Signature: _____



Date: _____

6/27/2024

LEGAL AID AND DEFENDER ASSOCIATION, INC.

SINGLE AUDIT REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2022

LEGAL AID AND DEFENDER ASSOCIATION, INC.
SINGLE AUDIT REPORT
FOR THE YEAR ENDED SEPTEMBER 30, 2022

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**GREGORY
TERRELL
& COMPANY**

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Directors of
Legal Aid and Defender Association, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Legal Aid and Defender Association, Inc. ("LADA"), which comprise the statement of financial position as of September 30, 2022, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated July 27, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered LADA's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of LADA's internal control. Accordingly, we do not express an opinion on the effectiveness of LADA's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

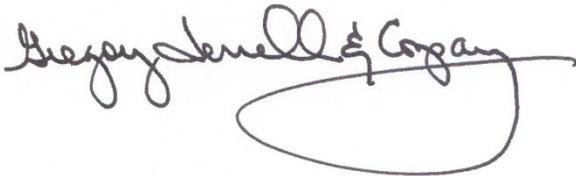
Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether LADA's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in cursive script that reads "Gregory Terrell & Company". The signature is written in black ink and is positioned above a large, empty oval shape.

GREGORY TERRELL AND COMPANY

Certified Public Accountants
Detroit, Michigan

July 27, 2023



**GREGORY
TERRELL
& COMPANY**

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM
AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM
GUIDANCE**

To the Board of Directors of
Legal Aid and Defender Association, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Legal Aid and Defender Association, Inc.'s ("LADA") (a nonprofit organization), compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of LADA's major federal programs for the year ended September 30, 2022. LADA's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, LADA complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of LADA and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of LADA's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to LADA's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on LADA's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about LADA's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding LADA's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of LADA's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of LADA's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

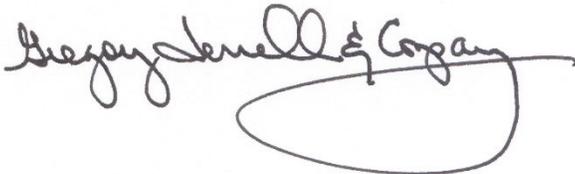
Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by Uniform Guidance

We have audited the financial statements of LADA as of and for the year ended September 30, 2022, and have issued our report thereon dated July 27, 2023, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Uniform Guidance and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

A handwritten signature in cursive script, appearing to read "Gregory Terrell & Company". The signature is written in black ink and includes a large, sweeping underline that loops back under the main text.

GREGORY TERRELL AND COMPANY
Certified Public Accountants
Detroit, Michigan

July 27, 2023

LEGAL AID AND DEFENDER ASSOCIATION, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

Federal Grantor Pass Through Grantor Program Title Grant Number	Grant Project Number	Federal CFDA No.	Approved Grant Award Amount	Accrued or (Deferred) Revenue at 1-Oct-21	Federal Funded Payments Received	Curent Year Expenditures	Accrued or (Deferred) Revenue at 30-Sep-22	Total Provided To Subrecipients
Department of Housing and Urban Development								
Passed through the City of Detroit								
Emergency Solutions Grant 2021	E-20-MC-26-0006	14.231	\$ 191,594	\$ 53,316	\$ 109,210	\$ 55,894	\$ -	\$ -
Emergency Solutions Grant CV2 2021	6003290	14.231	107,159	39,870	107,159	67,289	-	-
Community Development Block Grant 2021	B-20-MC-26-0006	14.218	191,594	45,467	177,467	132,000	-	-
Emergency Solutions Grant 2022	B-21-MC-26-0006	14.231	84,975	-	69,776	74,425	4,649	-
Community Development Block Grant 2022	E-21-MC-26-0006	14.231	71,188	-	24,634	62,754	38,120	-
Passed through the City of Farmington Hills								
Community Development Block Grant	CDBG-CV3	14.218	107,500	1,242	62,259	61,017	-	-
Passed through the City of Royal Oak								
Community Development Block Grant	CDBG-CV	14.218	209,630	-	7,409	21,521	14,112	-
Passed through Oakland County								
Emergency Solutions Grant	ESG-CV	14.231	175,000	4,891	40,905	85,793	49,779	-
Total Department of Housing and Urban Development			\$ 1,138,640	\$ 144,786	\$ 598,819	\$ 560,693	\$ 106,660	\$ -
Department of the Treasury								
American Rescue Plan (ARPA)								
Passed through Oakland County								
Coronavirus Local Fiscal Recovery Fund	SLFRP2640	21.027	650,000	-	-	122,501	122,501	-
Department of Justice								
	2017-WL-AX-0034	16.524	599,966	-	200,060	200,060	-	-
Total Federal Awards			\$ 2,388,606	\$ 144,786	\$ 798,879	\$ 883,254	\$ 229,161	\$ -

The accompanying notes are an integral part of this schedule.

LEGAL AID AND DEFENDER ASSOCIATION, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

(1) **GENERAL**

The accompanying Schedule of Expenditures of Federal Awards (SEFA) presents the activity of federal financial award programs of Legal Aid and Defender Association, Inc. ("LADA"). Federal financial awards passed through other agencies are included on the SEFA. LADA had no subrecipients.

(2) **BASIS OF ACCOUNTING**

The accompanying Schedule of Expenditures of Federal Awards is presented using the accrual basis of accounting.

(3) **TAX-EXEMPT STATUS**

LADA is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code.

(4) **MAJOR PROGRAMS**

The Major program was determined in accordance with Uniform Guidance.

(5) **INDIRECT COST**

The 10% de minimis indirect cost rate was not elected.

LEGAL AID AND DEFENDER ASSOCIATION, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2022

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditors' report issued: Unmodified

Internal control over financial reporting:
Material weakness identified? Yes X No
Significant deficiencies identified
not considered to be material weaknesses? Yes X No
Noncompliance material to financial statements noted? Yes X No

Federal Awards

Internal Control over major programs:
Material weakness(es) identified? Yes X No
Significant deficiencies identified
not considered to be material weakness(es)? Yes X No

Type of auditors' report issued on compliance for
major programs: Unmodified

Any audit findings disclosed that are required to be
reported in accordance with Uniform Guidance? Yes X No

Identification of major programs:

CFDA Number

Name of Federal Program

14.218
21.027

Community Development Block Grant
Coronavirus Local Fiscal Recovery Fund

Dollar threshold used to distinguish between
Type A and Type B programs: \$ 750,000

Auditee qualified as low-risk auditee? Yes X No

LEGAL AID AND DEFENDER ASSOCIATION, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2022

SECTION II – FINANCIAL STATEMENT FINDINGS

There are no financial statement findings for the year ended September 30, 2022.

SECTION III – FEDERAL AWARDS FINDINGS

There are no federal awards findings for the year ended September 30, 2022.

LEGAL AID AND DEFENDER ASSOCIATION, INC.
STATUS OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
SEPTEMBER 30, 2022

I. SUMMARY OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS

There were no prior year findings and questioned costs for the year ended September 30, 2021.

Required Form

Equal Employment Opportunity

Please provide a written description on LADA's actions undertaken to assure equal employment opportunity to all persons regardless of race, color, national origin, sex or disability status.

Feel free to include your program's policy statements, employment postings, etc.

Legal Aid and Defender Association, Inc.
Michelle L. Johnson, President & CEO

Signature: _____



Date: _____

4/27/2024

EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT

LAD shall provide equal opportunity in all facets of employment, including recruitment, hiring, compensation, and advancement, without regard to race, color, religion, national origin, age, sex, pregnancy, childbirth or related conditions, protected disability, height, weight, marital status, familial status, sexual orientation, gender identity or expression, military service, or any other protected status or characteristic.

LAD shall provide equal opportunity in all programs, activities, and services, without regard to race, color, religion, national origin, age, sex, pregnancy, childbirth or related conditions, protected disability, height, weight, marital status, familial status, sexual orientation, gender identity or expression, military service, or any other protected status or characteristic. Furthermore, LAD shall comply with all affirmative action requirements applicable to it.

LAD will take affirmative measures in its recruitment and advancement activities to ensure opportunities for minorities, females, individuals with disabilities, and veterans.

ANTI-HARASSMENT/ANTI-DISCRIMINATION POLICY

LAD prohibits harassment of its employees, even if the harassment is not severe and pervasive enough to violate the law. It is LAD's policy to maintain a work environment free of sexual harassment, as well as discrimination and/or harassment based on race, color, religion, national origin, age, sex, pregnancy, childbirth or related conditions, age, protected disability, height, weight, marital status, familial status, sexual orientation, gender identity or expression, military service, or any other protected category. Accordingly, derogatory racial, ethnic, religious, age, sexual, or other inappropriate remarks, slurs, or jokes will not be tolerated. All employees will be subject to disciplinary action up to and including discharge for any act of harassment which is found to be in violation of this policy. Harassment and discrimination not only violate LAD's policy, but may be a violation of federal and state law. Harassment in any form - including verbal and physical conduct, visual displays, threats, demands, and retaliation - is prohibited by this policy, even if the harassment is not severe enough to constitute a violation of the law.

Definition: Harassment on the basis of any protected status

Protected status harassment consists of unwelcomed conduct, whether verbal, physical, or visual, that is based on a person's protected status, including race, color, religion,

national origin, age, sex, pregnancy, childbirth or related conditions, protected disability, height, weight, marital status, familial status, sexual orientation, gender identity or expression, military service, or any other protected category.

LAD will not tolerate harassing conduct that adversely affects tangible job benefits, interferes unreasonably with an individual's work performance, or creates an intimidating, hostile, or offensive working environment. Employees who violate this policy are subject to appropriate disciplinary action, up to and including discharge.

Definition: Sexual Harassment

Sexual harassment, as broadly defined under this policy, is the imposition of any unwanted condition on any person's employment because of that person's gender. Unlike other forms of harassment, sexual harassment has been defined to include extortion of sexual favors in exchange for job benefits or continued employment.

Sexual harassment includes unwelcomed sexual advances, requests for sexual favors, or other visual, verbal, or physical conduct of a sexual nature when:

- Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
- The harassment has the purpose or effect of unreasonably interfering with the harassed employee's work performance or creating an environment which is intimidating, hostile, or offensive to the harassed employee.

Examples of sexual harassment include, but are not limited to:

Verbal: Sexual propositions or threats; continuing to express interest after being informed the interest is unwelcome; suggestive or insulting comments or sounds; jokes, stories, or teasing of a sexual nature or about gender-specific traits; foul or obscene language; commentary about an individual's body, sexual prowess, or sexual deficiencies.

Visual: Display of sexually suggestive objects, pictures, computer graphics, programs, or letters; leering, obscene gestures, sexually suggestive or offensive graffiti.

Physical:Unwanted physical contact including offensive touching, patting, pinching, brushing the body, impeding or blocking movement; unwanted sexual intercourse or other unwanted sexual acts; sexual assault or battery; stalking.

The above list is not meant to be exhaustive, but is included to provide examples of prohibited conduct.

Definition: Inappropriate Conduct

Each employee must exercise his or her own good judgment to avoid engaging in conduct that may be perceived by others as sexual harassment.

The following are illustrative of actions that LAD deems inappropriate and a violation of this policy:

- A member of management tells an employee or implies to that employee that he or she can earn a promotion or salary increase by providing any form of sexual favor to, or dating, the manager;
- A member of management downgrades an employee's performance rating because he or she turned down the manager's request for any sexual favor or date;
- An employee gives unwelcomed hugs, kisses, massages, or makes other unwelcomed physical contact with another employee or client;
- An employee uses sexually oriented profanity;
- An employee makes offensive gestures of a sexual nature or repeatedly stares at another;
- An employee makes unwelcomed comments about the appearance or anatomy of another;
- An employee interferes with another's motion by blocking or standing in an uncomfortably close proximity;
- An employee repeatedly asks another employee for a date after being turned down in a manner that does not invite a future invitation;
- An employee makes disparaging gender-specific comments.

Reporting Harassment/Discrimination or Other Inappropriate Conduct

Sexual and other harassment/discrimination complaints should be made promptly in order so that they may be resolved as quickly as possible. The President and Human Resources Director are responsible for ensuring and monitoring LAD's compliance with federal, state, and local nondiscrimination laws. However, a discrimination-free environment is the responsibility of every employee. LAD can take corrective action only when it becomes aware of problems.

Any employee who believes he or she is experiencing or witnessing harassment in violation of this policy should come forward promptly with his or her complaints and/or inquiries. Reports of harassment may be directed to LAD's President or Human Resources Director. If the incident involves the President, the employee may report to the Chair of the Board of Directors. The name of the Board Chair may be found on the LAD website: www.ladadetroit.org.

Further, this policy prohibits harassing conduct by employees and supervisors of LAD, as well as vendors, clients, court officials, or funding sources, volunteers, students, or others that LAD employees may come in contact with during the course of their job duties. It also prohibits LAD employees from engaging in harassing conduct towards any such individual.

Any employee who becomes aware of any potentially objectionable conduct in contravention of this policy by any other employee, supervisor, vendors, clients, court officials, or funding sources should immediately advise management or any of the individuals in the manner set forth in the prior paragraph.

LAD will investigate all charges of harassment whether such charge is made formally or informally. Investigations will be conducted promptly, thoroughly, and fairly, affording both the complainant and the alleged harasser an opportunity to participate.

Inquiries and complaints of sexual or other harassment shall be treated with the maximum degree of confidentiality consistent with LAD's need to investigate and take remedial action. Typically, confidential information will only be disclosed to others on a need to know basis.

Possible outcomes of an investigation include: (1) a finding that the allegations are not warranted or could not be substantiated; (2) a finding that the allegations are substantiated and, if so; (3) recommendations regarding corrective action to be taken, up to and including immediate discharge. In all cases, LAD's commitment to its policy will be affirmed.

Anti-Retaliation Policy

LAD will take all appropriate steps to ensure that a person who in good faith reports, complains about, or participates in an investigation of a harassment or discrimination allegation will not be subject to retaliation. LAD will also take appropriate steps to ensure

that a person against whom an allegation is made is treated appropriately. LAD will also undertake appropriate follow-up measures to ensure policy compliance. Retaliation may include any adverse employment action that is caused by the employee's complaint or participation in an investigation. For example, this anti-retaliation policy may prohibit a supervisor from disciplining, demoting, or discharging an employee for making a good faith complaint of harassment or discrimination. Retaliation is a serious violation of this policy.

Any person who believes that he or she has been subject to retaliation for making a good faith complaint of harassment or discrimination or providing information about such a complaint should bring this to the immediate attention of the Human Resources Director, the President, or the Chair of the Board of Directors. All such complaints of retaliation will be promptly and fairly investigated. Any person found to have retaliated against an employee for making a good faith complaint of harassment or discrimination or providing information during an investigation will be subject to corrective or disciplinary action, up to and including termination of employment.

While LAD does not intend to interfere with the relationships that employees enter into freely, both inside and outside of the workplace, it is committed to providing and maintaining a work environment free of harassment. It should also be noted that, while consensual romantic and sexual relationships in the workplace are not prohibited, as defined in this policy, such relationships between co-workers or between a supervisor and employee have the potential for affecting employee morale and resulting in allegations of sexual harassment, conflict of interest or unfairness.

Supervisors are not permitted to have a romantic relationship with an employee whom they supervise. Should this occur, the individuals shall advise the Human Resources Director or the President. Failure to advise LAD of such a relationship may result in discipline, up to and including termination of employment. Upon notification of the relationship, an attempt will be made to find a suitable alternative position within LAD for either of the parties. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. In situations where the parties refuse to decide, or business necessity requires, LAD will make the decision. In either of those events, LAD will decide in its sole discretion which employee will remain employed.

Any supervisor who engages in a romantic relationship with an employee whom the supervisor does not supervise also must provide notice to the Human Resources Director or the President of the relationship. Notice of the relationship allows LAD to ensure that no preferential or adverse treatment to the employee results from such relationship. A complaint of sexual harassment or preferential treatment arising out of a consensual

relationship will be investigated under these policies and procedures in the same manner as any other complaint.

Required Form

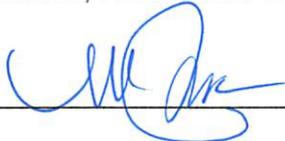
Compliance with Federal Procurement Standards

2 CFR Part 200 (200.317- 326) requires that non-Federal entities maintain written standards of conduct covering conflicts of interest, including organizational conflicts of interest, and governing the performance of their employees engaged in the selection, award and administration of contracts.

Please provide a printed or electronic (pdf format) copy of your organization's standards.

Legal Aid and Defender Association, Inc.
Michelle L. Johnson, President & CEO

Signature: _____



Date: _____

6/27/2024

SECTION VI: PURCHASING

Contractual Services

All new agreements to contract for professional services must be approved by the LAD Board if the purchase exceeds \$10,000. Contracts for professional services must clearly define the services to be rendered. Approval is required even when the item is included in the current approved budget. The request for Board approval for the \$10,000 (+) expenditure must include a minimum of three bids including bids from minority vendors. All bids will be scanned into the DMS behind the contract for the approved vendor, which is retained for seven (7) years after the termination of the contract as outlined in the Record Retention section of this Manual.

Professional service agreements may be renewed without additional Board approval; however, the Board, or Executive Committee, must be notified of LAD's intent to renew the contract (notification must include the amount and length of contract).

The CFO is responsible for tracking expenses for all professional service contracts. If it becomes apparent that expenses will exceed the contract amount, the CFO must notify the CEO immediately. The CEO will identify a plan to either reduce costs or amend the current contract. Board approval is required for any material amendment changes to a contract, including, but not limited to, increasing the contract amount.

Copies of all contractual agreements will be maintained in the CFO's office for the duration of the contract and will be retained for a period of 7 years (29 CFR §1627.3).

Work for Hire Agreements are approved by the CEO.

Finance is responsible for preparing Form 1099 for all individuals who were contractual workers as defined by the IRS, during the calendar year. The minimum amount required for a contractual worker to receive a Form 1099 is \$600 per year. All 1099 forms must be completed and mailed out by January 31st.

Equipment / Furniture Leases

All proposed equipment and/or rentals or agreements must be approved by the Executive Committee and the Board of Directors, which will:

- a) Obligate LAD for six (6) or more months; and/or
- b) Represent a major change in the type of equipment or type of service that is contracted; and/or
- c) Represent "up-front" costs in addition to operating costs.

Consideration of such contracts must include any service agreements involved. The renewal of service contracts previously approved, may be continued without additional Executive Committee and Board approval.

Lease Agreements

Proposed real estate lease agreements must first be approved for legal sufficiency by a lawyer knowledgeable in real estate law. Thereafter, each lease must be approved by the Executive Committee and the Board. Renewal of lease agreements previously approved may be continued without additional Executive Committee and Board approval.

According to FASB 13 regarding new leases for space, the lease payments must be annualized over the period of the lease. (both income and expenses – prepaid/rent). For example, a rental for a 5 year period of \$1,000 \$1,050 \$1,100 \$1,150 and \$1,200 the amount to annualize each year is 1,100 (average).

Inventory

All new purchases for inventory items costing \$2,500 or more must be approved prior to purchase by the CEO.

Purchases for I/T items should be purchased through LAD's I/T contractor, as the contractor is responsible for I/T systems. Purchases for non-I/T items, can be made by each law group. To keep I/T items (i.e., computers, servers) compatible, vendors may be restricted to a single vendor.

A "Purchase Authorization" form must be used to complete all purchases. All bids for items costing more than \$10,000 must be attached to the form and will be filed with the payment to the vendor selected for purchase. For I/T purchases, upon completion/approval of the "Purchase Authorization" form, the form will be forwarded to I/T for purchase. I/T will be responsible for approving the invoice, forwarding the invoice and the "Purchase Authorization" form to Finance for payment.

LAD will maintain its inventory using the perpetual inventory method. Inventory will be valued at cost to ensure accuracy of recorded amounts. The perpetual inventory will be confirmed by a periodic physical inventory. When a physical inventory is completed, any adjustments for discrepancies in the physical count and/or inventory value will be made in the inventory records.

All items purchased will be inventoried with a LAD identification tag and recorded in the inventory log. Documentation of the item will include the date purchased, whether to capitalize, tag number, description, location, serial number; check number, funding source, and amount.

The acquisition cost of equipment is the net invoice price of the equipment, including the cost of modifications, attachments, accessories, or auxiliary apparatus necessary to make the property usable for its intended purpose. Other charges, such as the cost of installation, transportation, protective in-transit insurance, shall be included or excluded from the cost on a case by case basis as determined by the CFO.

A copy of the check, invoice, and backup documentation for all inventory purchased will be retained with the records for the fiscal year in which the purchase was made.

Conflict of Interest-Procurement

No employee, officer, or agent of LAD, its affiliates or subsidiaries (collectively referred to herein as LAD), may participate in the selection, award, or administration of a contract supported by a federal award, or the procurement of goods and services relative to that award, if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a person or firm considered for a contract. LAD's officers, employees, and agents may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

However, there is a presumption that no conflict of interest is implicated where the financial interest is not substantial, or the gift is an unsolicited item of nominal value. A financial interest is not considered substantial where its value is Fifteen (\$15.00) Dollars or less. An unsolicited item is considered of nominal value where its value is Five (\$5.00) Dollars or less.

Under no circumstances may an employee, officer or agent of LAD accept a monetary gift or gift equivalent (i.e. gift certificate, gift card, cash, check, account credit, etc.) from contractors or parties to subcontracts.

This policy does not prohibit fundraising activities by LAD.

Failure to adhere to this policy may result in discipline, up to and including termination of employment.

Required Form

Federal Funding Accountability and Transparency Act (FFATA)

This contract exceeds FFATA's \$30,000 threshold. Therefore, the City of Royal Oak is required to collect and report applicable FFATA data to the federal government.

Question #1

>80% of LADA's annual gross revenue is from the federal government?

- NO (form is now complete. sign and date at the bottom)
- YES (continue to next question)

Question #2

Respond only if you answered YES to Question #1.

Are those revenues are >\$25 million?

- NO (form is now complete. sign and date at the bottom)
- YES (continue to next question)

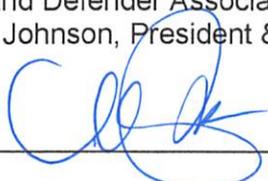
Question #3

Respond only if you answered YES to Question #2.

Are the names of the top 5 executives & their total compensation already available to the public through reporting to the SEC?

- NO (submit list of top 5 executive names & total compensation each)
- YES (form is now complete)

Legal Aid and Defender Association, Inc.
Michelle L. Johnson, President & CEO

Signature: 

Date: 6/27/2024

Accounts Payable Calendar

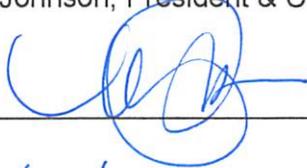
2024 ACCOUNTS PAYABLE CALENDAR			
	FINANCE		CHECKS
	CUT-OFF		ISSUED
	(TUES NOON)		(TUESDAY)
NOTE: Some cut-off dates have been changed due to the Holidays			
Friday	12/29/23		01/09/24
	01/16/24		01/23/24
	01/30/24		02/06/24
	02/13/24		02/20/24
	02/27/24		03/05/24
	03/12/24		03/19/24
	03/26/24		04/02/24
	04/09/24		04/16/24
	04/23/24		04/30/24
	05/07/24		05/14/24
	05/21/24		05/28/24
	06/04/24		06/11/24
Monday	06/17/24		06/25/24
Monday	07/01/24		07/09/24
	07/16/24		07/23/24
	07/30/24		08/06/24
	08/13/24		08/20/24
	08/27/24		09/03/24
	09/10/24		09/17/24
	09/24/24		10/01/24
	10/08/24		10/15/24
	10/22/24		10/29/24
	11/05/24		11/12/24
	11/19/24		11/26/24
	12/03/24		12/10/24
	12/17/24	Checks dated Mon.	12/23/24
Friday	12/27/24		01/07/25

Hold Harmless Agreement

“To the fullest extent permitted by law, Legal Aid and Defender Association, Inc., Of Detroit, Michigan, agrees to defend, pay in behalf of, indemnify, and hold harmless the City of Royal Oak, its elected and appointed officials, employees and volunteers and others working for or in behalf of the City of Royal Oak, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Royal Oak, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arise out of or is in any way connected or associated with this Contract.”

Legal Aid and Defender Association, Inc.
Michelle L. Johnson, President & CEO

Signature: _____



Date: _____

4/27/2024

CITY COMMISSION AGENDA ITEM

TITLE	Approval of RO Logo License Agreement, Policy/Procedure and Application
SUBMITTING DEPARTMENT	City Attorney
PRESENTER	Nic Grochowski
MEETING DATE	July 22, 2024
SECOND READING REQUIRED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CERTIFIED RESOLUTION	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*

On the July 8, 2023, agenda, the City Commission was presented with and considered a proposed Policy/Procedure, Application and License Agreement to enable 3rd parties to use the City's trademarked and protected logo upon review and approval by the City. Based on that discussion, the City Commission provided additional revisions to the proposed Policy/Procedure, Application and License Agreement. The attached include all of the revisions as directed to be added by the City Commission and are thus ready for final approval.

In addition, a legal question was raised regarding the effect, if any, of waiving royalties and the city's ability to enforce the trademarked symbol and pursue available legal remedies if we were to waive the royalties for an applicant. Our research has shown that a royalty-free agreement would not interfere with the City's ability to enforce the trademark or seek damages for unauthorized use of the trademark. A royalty-free license merely grants the licensee the right to use the licensor's trademark without paying royalties or fees. This license is commonly used when the licensor wants to promote its trademark without incurring licensing expenses for the licensee or administrative expense for the licensor (collection, taxes, etc.).

An owner of a trademark who licenses his or her mark to others is still required to control, enforce and inspect the use of the mark in conjunction with goods and or services sold by the licensees. Failure to properly police the product may result in an involuntary abandonment of the mark through dilution. That's a quality control issue that would still exist even if the mark were licensed for profit. The quality control provisions ensure that the licensee maintains the quality of the products or services bearing the trademark in line with the trademark owner's criteria.

As a generic example, if we allow a store to place the City logo on the wall for free, and the store places a single logo that conforms to City guidelines, the mark is being used consistent with the owner's direction and in a manner that doesn't dilute the brand. However, if the City allowed a retailer to place the logo on a t-shirt, even for 100% profit to the City, and the retailer began producing hats, jackets, buttons, etc., the City would need to enforce its trademark rights or risk abandonment. The nature and scope of the use it what's important.

Regardless, if the city were to waive the royalties for use of the city logo, federal and/or state law still preserve the city's right and ability to purse and obtain: injunctive relief; an order requiring the destruction or forfeiture of infringing articles; monetary relief, including defendant's profits, any damages sustained by the City, and the costs of the action; and, attorneys' fees.

Lastly, in adding the requirement of an application fee, as directed by the Commission, I provided that the fee would be set by resolution of the Commission and thus be included in the standard fee schedule that is annually reviewed and approved by the Commission during the budget process. However, given this fee has not yet been added to the City's fee schedule, I have added an additional resolution to approve an application fee. Based on calculations for the City to review applications I am recommending an application fee of \$110.00. This can always be adjusted during the budget process if the Commission determines that another fee would be more appropriate. However, as a reminder, any fees charged by a municipality must be reasonably related to the actual costs associated with the fee. In this instance, the recommended \$110.00 has been calculated to fit this standard.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	\$0.00
AMOUNT CURRENTLY BUDGETED	NA
BUDGET AMENDMENT REQUIRED	\$0.00 (BA between dept; net -0- effect on FB)
FUNDING SOURCE/ GL NUMBER	NA
WAS THIS A BUDGETED EXPENSE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

OTHER FISCAL IMPACTS: (Select all that apply.)

- No fiscal impact
 Revenue impact (details below)
 Workload impact (details below)
 Operations Impact (details below)

REVENUE IMPACT: *Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)*

WORKLOAD IMPACT: *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

Any potential revenue from application fees or royalty payments under the proposed agreement would likely be de minimis and have little to no revenue impact to the city. The purpose is to preserve the city's intellectual property rights but allow use the city logo in furtherance of marketing items or messaging containing the city logo.

OPERATIONS IMPACT: *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.

COMMUNITY ENGAGEMENT

Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.

BOARD AND COMMISSION FEEDBACK

Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:

The City Commission provided valuable feedback and direction on various aspects of this project and all of those revisions have been included in the attached.

LEGAL COMMENTS**PROPOSED COMMISSION RESOLUTION:**

BE IT RESOLVED, that the Royal Oak City Commission hereby approves the proposed Policy/Procedure, Application and License Agreement for the use of the City logo by 3rd parties.

BE FURTHER RESOLVED, that the Royal Oak City Commission hereby approves an application fee of \$110.00 to apply for the use of the City Logo.

ATTACHMENTS:

**Policy/Procedure and Application
License Agreement**

City of Royal Oak Logo Use Policy/Procedure

Subject: Use of City Logo and Ancillary City Logos

Purpose

To protect the City's valuable property rights in the City of Royal Oak logo, and former/ancillary logos, by governing its limited use by third-party entities in a professional, consistent manner.

Policy

The City logo and any ancillary logos (e.g., former City Logo, or Royal Oak Police Department Logo/ Fire Department Logo, including badge and others) are official seals of the City of Royal Oak (hereafter "City") protected by Michigan law, MCL 429.42; MCL 429.43, and represent the City's distinctive brand and reputation for excellence in municipal governance and public services. Pursuant to state law, City logos are exclusively used for official City business – for example, City communications, merchandise, facilities, signage, events and services. There are limited circumstances under which third parties may be granted permission to use the City logos on a case-by-case basis for reproduction (e.g., website, publications, print material, email, products, and signage). Any use that falls outside of the policy specifications is strictly prohibited. Any assumption of use, including past usage, is prohibited.

Procedure

1. Eligibility

To be eligible for consideration, third party entities shall meet the established criteria set forth in this policy and have an agreement with the City as defined by this policy.

With the exception of government agencies and public institutions, inaugural or one-time programs and events primarily sponsored by third parties that are unfamiliar to the City or without a direct collaborative history with the City are ineligible to use City logos. These parameters help the City manage community expectations and protect the City's public image by building and assessing new relationships with third party entities over time. Permission to use the City logos is a privilege and requires direct, written City approval in every case.

2. Application

Organizations requesting permission to use the City logo or ancillary logos shall submit the application form available from the City Clerk and pay the required application fee as set by resolution of the City Commission. The applicant shall also provide to the City for its approval copies of the proposed advertising and promotional materials to be displayed, disseminated or otherwise utilized and/or mockup(s) of any products to be offered for sale.

Following initial approval by the City, any proposed changes to the approved use of the City logo or ancillary logos, or proposed additional use of the same, shall require a subsequent application following the same application procedure. No alternate use of the Mark is permitted prior to receiving written approval from the City.

3. Evaluation Criteria

The City Manager or designee shall consider (as appropriate) any of the following criteria to evaluate the merits of the third-party entity's proposal and the City's benefits of co-branding an event or program with the third-party entity:

- Demonstrated commitment to the City's mission, core values, and goals;
- Impact on City core services, operations, assets, and facility resources;
- Financial viability;
- Media exposure value for key City messages;
- Economic impact (e.g. alternative funding sources gained for City priority programming and services);
- Protection of the City's best interests in the short/long term;
- Project timelines;
- Third party entity's experience, qualifications, and reputation;
- Communications strategy;
- Other relevant criteria as determined by the City Manager or designee.

This policy and the above evaluation criteria shall not be construed to create any right or entitlement to use of the City's logo(s) regardless of whether an applicant can meet the requirements and/or evaluation criteria. Whether an applicant is granted the right to use the City's logo(s) is a discretionary decision on the part of the City.

4. Notice

The City Manager or designee shall conduct initial review of all applications and may deny the application, request modification or additional information, or refer the application to the City Commission for approval consideration on the consent agenda. In the event of denial, any applicant may appeal the City Manager's decision to the City Commission within 14 days of receiving written notice of the City Manager's decision. To the extent feasible, the City Commission will consider the appeal at the next regularly scheduled City Commission meeting. Applications shall only be approved by the City Commission and the City Commission's determination shall be final.

5. License Agreement

Third-party entities granted permission to use City logos for approved activities shall sign an agreement accepting the City's terms and conditions.

Not-for-profit organizations recognized by the City, State of Michigan and/or United States may be granted use of the City logos without a license fee in connection with merchandise for sale.

For-profit corporations granted permission to use the City logos in connection with merchandise for sale shall enter a license agreement and pay a license fee. The license fee is five percent (5%) of the gross sales amount of the first sale of all items bearing the City logo unless otherwise waived. If the merchandise is given away, there will be no fee. The for-profit corporation shall register the City of Royal Oak as the point of sale for said merchandise.

6. Guidelines

The City Manager or designee shall ensure the following guidelines are adhered to:

- Reproduction of City logos shall adhere to the City's Logo Guidelines as outlined in the Royal Oak Brand Guide; improper use may result in termination of logo agreement and future use of City logos.
- Third party entities must submit a pre-event copy of final artwork for approval by the City Manager or designee.
- City logos do not imply endorsement or sponsorship of any kind.

- Unaccepted use of the City logos include by example only, but shall not be limited to:
 - Use that advocates or promotes the sale or use of tobacco, alcohol, controlled substances, firearms or weapons;
 - Partnership agreements with retail, food or pharmaceutical establishments that may sell, in part, tobacco, alcohol, controlled substances, firearms or weapons shall be permitted provided that the City's collaboration with such establishments may not relate to, advertise or promote the prohibited items.
 - Use that promotes pornography, obscenity, indecency, or other material offensive to prevailing community standards or persons of ordinary sensibilities;
 - Use that promotes adult-oriented businesses;
 - Use that promotes religious messages or advocates or promotes religious beliefs;
 - Use to promote, or support, or in opposition to any political candidate or ballot measure;
 - Use to promote or support political messages not endorsed by the City Commission; and
 - Use that in any way denigrates the City of Royal Oak, or its operation, or its officers, agents, or employees.

7. Reservation of Rights

This policy/procedure may be revised at any time, without prior notice, when a revision of this policy/procedure is deemed by the City Manager and/or the City Attorney's Office to be in the best interests of the City of Royal Oak.

8. Unauthorized Use Prohibited

Unauthorized use of the City logo and any ancillary logo is prohibited and may result in legal action by the City pursuant to applicable federal and/or state law including, but not limited to: injunctive relief; an order requiring the destruction or forfeiture of infringing articles; monetary relief, including defendant's profits, any damages sustained by the City, and the costs of the action; attorneys' fees; , and any other available remedies.



Application for Use of City Logo

Prior to use of the City of Royal Oak logo, this application must be filled out and submitted to the City Manager at 203 S. Troy Street, Royal Oak, MI 48067, or emailed to **ADD EMAIL.**

Applicant's Name: _____

Organization/ Business (if applicable): _____

Address: _____

Email: _____ Phone #: _____

Nature of Request: _____

Proposed use of the City Logo: _____

***Attach example(s) or sample(s) of proposed use with this application (required)**

For Office Use Only	
City Manager Approval:	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____ _____ _____	
_____ City Manager	_____ Date

***The City of Royal Oak reserves the right to withdraw consent to use the City Logo at any time, even if permission had previously been granted.**

LICENSE AGREEMENT FOR USE OF CITY-OWNED TRADEMARKS

THIS AGREEMENT, effective this _____ day of _____, _____ (hereinafter "Effective Date") is made by and between the City of Royal Oak, Michigan, a municipal corporation organized and existing under the laws of the State of Michigan, (hereinafter "City") and _____ (hereinafter "Licensee.")

WHEREAS, City is the exclusive owner of the trademark shown in Exhibit A, attached hereto (consisting of a stylized "R" and "O" within a circle), and Exhibit B, attached hereto (consisting of the phrase "LIFE NOW PLAYING"), which are duly registered with the U.S. Patent and Trademark Office (USPTO) (hereinafter "the Mark;") and

WHEREAS, Licensee desires a license to use the City's trademark and related designs in connection with the products and/or services listed in Exhibit A and Exhibit B, attached hereto; and

WHEREAS, Licensee recognizes and understands that the value, reputation, and goodwill of the Mark is dependent upon the high quality standards established and prescribed for use by the City; and

WHEREAS, Licensee desires to comply with the City's quality control standards in order to preserve the reputation and goodwill of the Marks and the goods and services to which they are affixed.

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, and other good and valuable consideration, it is agreed as follows:

1. Grant of License. Subject to the terms and conditions set forth in this Agreement, the City hereby grants to Licensee the non-exclusive right and license to use the Marks in connection with [describe proposed use of the Mark.]

2. Assignment Prohibited, Exception – Sub-Licensing/Use Agreements. Licensee's rights under this Agreement to use the Mark shall not be assigned to any third party by the Licensee without the prior written approval of the City. Attempted assignment by the Licensee may, at the sole discretion of the City, be sufficient cause for termination of this Agreement.

3. Covenant Against Challenge. Licensee is hereby prohibited from challenging in any way the validity of the licensed Marks, including its registration or ownership by the City.

4. Best Marketing Efforts. Licensee shall exert its best efforts to advertise, promote and sell products and services using the Mark in a manner that will maintain and enhance the value of the goodwill residing in the Mark, and in doing so will adhere to standards set forth in the Brand Guide as established by the City, attached hereto as Exhibit C.

All goodwill arising from Licensee's use of the Marks shall inure solely to the benefit of the City. Licensee shall not take any action that could be detrimental to the goodwill associated with the Marks or with the City during the term of this Agreement or after termination of this Agreement.

5. Trademark Usage. Licensee hereby acknowledges the City's right and title to the Mark licensed herein. In consideration of permitting Licensee to use the City's Mark, Licensee hereby agrees not to claim title to the Mark and to use the Mark only as permitted by this Agreement.

Licensee shall prominently display the licensed Mark in accordance with the written instructions and guidelines prescribed by the City, as more clearly defined in the Brand Guide, attached hereto as Exhibit C. Licensee shall use the registration symbol ® and other registration notices correctly. Licensee shall also display all notices and legends with respect to the Mark as are requested by the City during the term of this Agreement.

Licensee shall not adopt or use, without the City's prior written consent, which said consent shall not be unreasonably withheld, any variation of the Mark including any Mark similar to or confusing with the Mark. If the City consents to any variation of the Mark, Licensee hereby agrees that the City shall own such new Mark and shall at the City's cost and expense obtain, in the City's name, all United States and international trademark registrations. Licensee shall provide the City with reasonable assistance in filing such application for trademark registration.

Licensee shall during the term of this Agreement and after termination thereof, execute such documents as the City may request from time to time to ensure that all right, title, and interest in and to the Mark reside with the City.

The terms and conditions of this Paragraph 5 shall survive any termination of this Agreement.

6. Quality Control. Prior to any use of the Mark, Licensee shall furnish to the City for its written approval copies of the version of the advertising and promotional materials to be displayed, disseminated or otherwise utilized (hereinafter "Sample" or "Samples") and/or mockup(s) of any products to be offered for sale. Samples shall be provided at the time of initial application and any subsequent application. No use of the Mark is permitted prior to written approval from the City.

Licensee shall maintain the quality standards as requested from time to time by the City and shall promptly make any changes in quality control required by the City. In order that quality standards continue to be maintained, Licensee shall implement all written specifications relating to the use of the Mark and will attend periodic conferences with City staff as designated by the City Manager or his or her designee regarding the use of the Mark as required or requested by the City.

Licensee shall promptly inform the City of any potential trademark dispute or infringement and shall furnish to the City a detailed report describing the dispute or infringement. The City, at its sole discretion, shall determine whether there has been an infringement and whether to pursue legal action. The City may, at its sole discretion, intervene in any legal actions against Licensee.

Licensee shall, at its sole expense, comply with all applicable federal and state laws and regulations relating to the use of the Mark.

ROYALTY - CHOOSE ONE

7. Royalty Free. This Agreement is and shall remain, unless agreed to in writing by the City and the Licensee, Royalty Free, meaning no payment need be made from Licensee to the City for use of the Marks.

OR

7. Royalty Due. Licensee shall pay to the City a royalty (the "Royalty") for the rights granted to Licensee under this Agreement in an amount equal to five percent (5%) of Gross Revenues of any and all Licensed Products or items bearing the City Mark(s). All royalties due shall accrue upon the Sale of the Licensed Products regardless of time of collection by Licensee.

8. Royalty Audit. Should the Licensee be required to pay a Royalty to the City, for the rights granted to the Licensee under this Agreement, Licensee agrees to keep, maintain, and make available a set of books, records and computations of all revenues received in connection with the Sale of the Licensed Products. Licensee further agrees to allow the CRO or it's contractor to perform audit of the Licensee's books, records and computations of all revenues received in connection with the Sale of the Licensed Products, during regular business hours, at the expense of the Licensor, to verify the Royalty payments to the City.

9. Term of License. This Agreement and the licenses granted hereunder shall commence from the date of this Agreement and shall remain in effect for a term of [REDACTED], or until the City terminates this license as set forth in this Agreement.

10. Termination. The City may terminate this Agreement upon prior written notice of Licensee's breach or default under this Agreement, and unless such breach or default is cured within thirty (30) days after delivery of such notice of the breach or default, the City may terminate this Agreement forthwith by delivery of a written notice of termination at any time thereafter before such breach or default has been cured.

Notwithstanding any other provision of this Agreement, either party may terminate this Agreement without cause, and at any such time, upon giving the other party at least thirty (30) days' prior written notice of its election to terminate.

11. Relationship of the Parties. The relationship of the City and Licensee are separate and distinct. It is clearly understood that the City and Licensee will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other.

12. Indemnification of City. Licensee shall defend and indemnify the City and hold the City harmless from any and all claims, liabilities, damages, injuries, including personal and advertising injury, fines, judgments, and reasonable attorneys' fees and related expenses arising out of or resulting from (i) Licensee's use of the Mark and/or (ii) Licensee's performance under the Agreement. The provisions of this Section shall survive the termination of this Agreement.

13. Choice of Law. This Agreement shall be governed by the laws of the State of Michigan applicable to contracts deemed to be made within such state, without regard to choice of law or conflict of law provisions. Furthermore, the parties hereby agree that any action or proceeding arising out of or relating to this Agreement shall be instituted in a federal or state court located in or having jurisdiction over Oakland County, Michigan, and the parties hereby irrevocably submit to the jurisdiction of such court and waive any objection to the venue or the inconvenience of such forum.

14. Acknowledgement and Execution. Each party has read this Agreement in its entirety and understands its terms and consequences. Each of the undersigned hereby represents that he or she has the authority to enter into this Agreement.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and any prior agreements, understandings, or other matters, whether oral or written, are of no further force or effect. This Agreement may be amended, changed, or supplemented only by written agreement executed by both of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CITY OF ROYAL OAK, MICHIGAN

[INSERT NAME OF LICENSEE]

City Manager or Designee

[INSERT SIGNER NAME/TITLE]

City Clerk

Approved as to Form:

City Attorney

CITY COMMISSION AGENDA ITEM

TITLE	Approval of Amendment to Administrative Rule Change for Executive Department Heads
SUBMITTING DEPARTMENT	City Manager
PRESENTER	Mark Wollenweber
MEETING DATE	July 22, 2024
SECOND READING REQUIRED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CERTIFIED RESOLUTION	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*

At the July 8, 2024, City Commission meeting, I recommended approval of extending the same salary increases that had been given to the various collective bargaining units groups to the executive department heads. As the City Commission had previously approved the agreements with all of the collective bargaining groups (please note executive department heads are not a bargaining unit) effective with the first pay of July 1, 2024, the City Commission adopted the resolution supporting my recommendation.

Not specifically included in the previous recommendation were the city attorney, city clerk, and city manager positions. Historically, they have been included without specific citing in resolution even though this is included in the individual employment agreements for the city attorney, clerk, and manager. Each of these positions are appointments by the City Commission and each has an employment agreement which is approved by the City Commission. Recognizing the lapse of not specifically confirming these three positions in the executive department head administrative rule changes was not best practice, language is in their existing employment agreements.

Additionally, language was not included in the original July 8 resolution to go beyond salaries and should have included the benefits denoted as “other adjustments offered to other administrative groups, as they apply” to the executive departments heads as well as the city attorney, clerk, and manager.

I am recommending the following resolution to ensure the City Commission’s intent to include the three appointed positions are included in the administrative rule changes and that each of the individuals receive the salary increase and as prescribed in the original resolution adopted by the City Commission on July 8, 2024; and language to ensure the other adjustments are also received by all members in the executive department heads group.

Fiscal Impact

BUDGET SUMMARY

LEGAL COMMENTS

ROPOSED COMMISSION RESOLUTION:

BE IT RESOLVED, the Royal Oak City Commission hereby approves the interim city manager’s recommendation to amend the administrative rules to include the appointed positions of city attorney, city clerk, and city manager in the executive department heads group for any and all pay and benefits that have been previously approved for other collective bargaining units; and

BE IT FINALLY RESOLVED, the Royal Oak City Commission hereby approves the interim city managers recommendation to amend the administrative rules change as adopted on July 8, 2024, to now read “changes to budgeted salary and other adjustments offered to the other administrative groups, as they apply”.

FUND IMPACTED:	INCREASE (DECREASE)
APPROPRIATIONS:	
<i>{dept/ACCT. #/ACCT. name}</i>	\$
<i>{dept/ACCT. #/ACCT. name}</i>	\$
<i>{dept/ACCT. #/ACCT. name}</i>	\$
TOTAL APPROPRIATIONS	\$
NET INCREASE (DECREASE) TO FUND BALANCE	\$

ATTACHMENTS: None

City of Royal Oak Investment Portfolio

May-24

ISSUER	TYPE	PURCH. DATE	MATURITY DATE	Rate	Yield	No of days	Investment	Annualized Interest	Principal + Interest	Investments
								-		
CIBC	CD	12/2/22	6/3/24	4.20%	4.20%	549	2,011,486.36	84,482.43	2,095,968.78	2,011,486.36
CIBC	CD	6/7/23	6/6/24	5.20%	5.20%	365	2,045,555.55	106,368.89	2,151,924.44	2,045,555.55
CIBC	CD	12/16/22	6/17/24	4.30%	4.30%	549	1,098,690.57	47,243.69	1,145,934.26	1,098,690.57
PNC Bank	CD	1/2/24	6/29/24	4.75%	4.75%	179	525,039.65	24,939.38	549,979.03	525,039.65
PNC Bank	CD	1/2/24	6/29/24	4.75%	4.75%	179	766,516.84	36,409.55	802,926.39	766,516.84
CIBC	CD	7/10/23	7/10/24	5.25%	5.25%	366	2,055,951.06	107,937.43	2,163,888.49	2,055,951.06
PNC Bank	CD	2/23/24	8/20/24	4.25%	4.25%	179	787,839.82	33,483.19	821,323.01	787,839.82
Citizens State Bank	CD	2/22/24	8/26/24	5.10%	5.10%	186	1,000,000.00	51,000.00	1,061,440.41	1,000,000.00
Flagstar Bank	CD	2/23/24	8/26/24	5.15%	5.15%	185	2,087,058.33	107,483.50	2,194,541.83	2,087,058.33
CIBC	CD	9/19/23	9/18/24	5.40%	5.40%	365	1,104,462.54	59,640.98	1,164,103.52	1,104,462.54
CIBC	CD	9/19/23	9/18/24	5.40%	5.40%	365	1,105,998.42	59,723.91	1,165,722.33	1,105,998.42
PNC Bank	CD	3/24/24	9/19/24	4.75%	4.75%	179	791,427.10	37,592.79	829,019.89	791,427.10
First Merchants Bank	CD	9/19/23	9/19/24	5.25%	5.25%	366	2,197,238.77	115,355.04	2,312,593.81	2,197,238.77
First Merchants Bank	CD	9/19/23	9/19/24	5.25%	5.25%	366	2,197,238.77	115,355.04	2,312,593.81	2,197,238.77
Citizens State Bank	CD	4/3/23	10/3/24	4.50%	4.50%	549	509,798.15	22,940.92	532,739.07	509,798.15
CIBC	CD	10/2/23	10/1/24	5.45%	5.45%	365	1,142,769.89	62,280.96	1,205,050.85	1,142,769.89
CIBC	CD	10/6/23	10/7/24	5.45%	5.45%	367	2,080,130.50	113,367.11	2,193,497.61	2,080,130.50
CIBC	CD	10/6/23	10/7/24	5.45%	5.45%	367	1,279,331.89	69,723.59	1,349,055.48	1,279,331.89
CIBC	CD	11/16/23	11/15/24	5.40%	5.40%	365	2,090,852.26	112,906.02	2,203,758.28	2,090,852.26
CIBC	CD	11/20/23	11/19/24	5.40%	5.40%	365	2,332,601.43	125,960.48	2,458,561.91	2,332,601.43
Citizens State Bank	CD	12/6/23	12/6/24	5.20%	5.20%	366	523,954.27	27,245.62	551,199.89	523,954.27
Huntington	CD	12/11/23	12/10/24	3.050%	3.050%	365	1,051.33	32.07	1,083.40	1,051.33
Flagstar Bank	CD	12/21/23	12/19/24	5.00%	5.00%	364	426,309.13	21,315.46	447,624.59	426,309.13
Citizens State Bank	CD	2/6/24	2/6/25	5.00%	5.00%	366	1,055,440.41	52,772.02	1,108,212.43	1,055,440.41
Flagstar Bank	CD	3/21/24	3/20/25	5.14%	5.14%	364	2,119,128.01	108,923.18	2,228,051.19	2,119,128.01
Citizens State Bank	CD	2/23/24	4/16/25	5.05%	5.05%	418	1,061,440.41	53,602.74	1,115,043.15	1,061,440.41
CIBC	CD	5/17/24	5/19/25	5.20%	5.27%	367	1,181,585.10	61,442.43	1,243,027.53	1,181,585.10
CIBC	CD	5/17/24	5/19/25	5.20%	5.27%	367	1,181,585.10	61,442.43	1,243,027.53	1,181,585.10
								-		
Huntington Investments, brokered										-
Dreyfus Cash Mgt	MM	5/1/24	month end	4.79%	4.79%	30	42.41	2.03	44.44	42.41
General Motors, 465k	CP	3/5/2024	06/11/24	0.00%	5.51%	98	458,226.65	-	458,226.65	458,226.65
General Motors, 546k	CP	3/20/24	06/26/24	0.00%	5.54%	98	538,003.48	-	538,003.48	538,003.48
General Motors, 544k	CP	5/9/24	10/08/24	0.00%	5.576%	152	531,653.82	-	531,653.82	531,653.82
JPMChase NA	CD	1/29/21	1/29/26	0.50%	0.50%	1,826	1,000,000.00	5,000.00	1,005,000.00	1,000,000.00
Synchrony Bank	CD	8/27/21	9/3/24	0.55%	0.55%	1,103	1,000,000.00	5,500.00	1,005,500.00	1,000,000.00
USTreasury Bill, 1.3285m	USTN	3/12/24	6/25/24	0.00%	5.25%	105	1,308,788.93	-	1,308,788.93	1,308,788.93
USTreasury Bill, 1019m	USTB	3/19/24	7/16/24	0.00%	5.26%	119	1,001,821.36	-	1,001,821.36	1,001,821.36
USTreasury Note, 874k	USTN	4/15/24	2/15/25	0.00%	5.18%	306	848,087.27	-	848,087.27	848,087.27
USTreasury Nt, 569.5k	USTN	5/29/24	2/15/25	1.50%	5.192%	262	554,928.81	8,323.93	563,252.74	554,928.81
FedHomeLoanBank	USGB	8/19/21	11/19/24	0.50%	0.50%	1,188	2,000,000.00	10,000.00	2,010,000.00	2,000,000.00
FedHomeLoanBank	USGB	8/27/21	9/23/24	0.55%	0.55%	1,123	1,000,000.00	5,500.00	1,005,500.00	1,000,000.00
FedHomeLoanBank	USGB	5/15/24	5/15/26	5.45%	5.45%	730	1,010,000.00	55,045.00	1,065,045.00	1,010,000.00
Federal Farm Cr Bk	USGB	8/11/23	7/24/25	0.00%	5.23%	713	523,000.00	-	523,000.00	523,000.00
Federal Farm Cr Bk	USGB	5/1/24	5/1/26	5.375%	5.375%	730	1,017,000.00	54,663.75	1,071,663.75	1,017,000.00
								-		
Robinson Capital, brokered										-
Huntington Conservative	C/CE	4/1/24	4/30/24	4.62%		30	-	-	-	-
Federated Treas Oblig Ft	C/CE	4/1/24	4/30/24	4.69%	5.16%	30	410,702.38	19,261.94	429,964.32	410,702.38
Bloomfield Charter, 110	MuniB	9/14/22	5/1/25	1.94%	4.10%	960	104,143.60	2,022.47	106,166.07	104,143.60
Chippewa Valley Schls, 1C	MuniB	12/19/22	5/1/27	1.18%	4.45%	1,594	87,154.00	1,029.29	88,183.29	87,154.00
Clarkston Com Schls, 100	MuniB	12/23/22	5/1/26	1.94%	4.47%	1,225	92,200.00	1,790.52	93,990.52	92,200.00
Clawson Schls, 100	MuniB	12/2/22	5/1/27	3.65%	4.92%	1,611	95,012.00	3,467.94	98,479.94	95,012.00
Dearborn MI Sch Dist, 10	MuniB	11/1/22	5/1/27	1.36%	4.92%	1,642	85,808.00	1,169.56	86,977.56	85,808.00
FedHome Loan Bank, 30I	Agency	10/26/22	12/21/26	1.25%	4.33%	1,517	265,270.94	3,315.89	268,586.83	265,270.94
FedHome Loan Bank, 45I	Agency	9/8/22	9/13/24	3.50%	3.59%	736	449,185.50	15,721.49	464,906.99	449,185.50
FedHome Loan Bank, 40I	Agency	10/7/22	9/11/26	4.25%	4.33%	1,435	398,903.20	16,953.39	415,856.59	398,903.20
FedHome Loan Bank, 32I	Agency	10/5/22	9/10/27	4.13%	4.05%	1,801	326,066.00	13,450.22	339,516.22	326,066.00
FedHome Loan Bank, 32I	Agency	1/13/24	12/13/24	4.63%	4.31%	335	326,807.00	15,114.82	341,921.82	326,807.00
FedHome Loan Bank, 32I	Agency	10/5/22	12/10/27	4.25%	3.71%	1,892	332,915.20	14,148.90	347,064.10	332,915.20
FedHome Loan Bank, 30I	Agency	10/5/22	6/14/24	4.88%	4.73%	618	300,601.33	14,654.31	315,255.64	300,601.33
Fed Farm Credit, 400	Agency	9/26/22	9/15/27	3.38%	4.24%	1,815	384,678.92	12,982.91	397,661.83	384,678.92
Fed Farm Credit, 400	Agency	9/28/22	9/30/25	4.25%	4.29%	1,098	399,388.00	16,973.99	416,361.99	399,388.00
Fed Farm Credit, 400	Agency	9/30/22	9/30/25	4.25%	4.29%	1,096	399,584.00	16,982.32	416,566.32	399,584.00
Fed Farm Credit, 400	Agency	10/12/22	10/19/26	4.25%	4.34%	1,468	398,760.00	16,947.30	415,707.30	398,760.00

CITY COMMISSION AGENDA ITEM

TITLE	EBSCO Solar Library Grant
SUBMITTING DEPARTMENT	City Manager
PRESENTER	Jill Martin / Sandy Irwin
MEETING DATE	July 22, 2024
SECOND READING REQUIRED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CERTIFIED RESOLUTION	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*

Oct. 24 2023 Library Board of Trustees adopted 6-year capital improvement plan that included library roof replacement and installation of solar panels.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	\$250,000
AMOUNT CURRENTLY BUDGETED	\$362,000* ARPA
BUDGET AMENDMENT REQUIRED	\$0.00 (BA between dept; net -0- effect on FB)
FUNDING SOURCE/ GL NUMBER	
WAS THIS A BUDGETED EXPENSE?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

OTHER FISCAL IMPACTS: (Select all that apply.)

- | | |
|----------------------------------------------------------|--------------------------------------------------------------------|
| <input type="checkbox"/> No fiscal impact | <input checked="" type="checkbox"/> Revenue impact (details below) |
| <input type="checkbox"/> Workload impact (details below) | <input type="checkbox"/> Operations Impact (details below) |

REVENUE IMPACT: The solar project as developed by Michigan Solar Solutions estimates a savings of approximately \$20,000 per year. However, in December 2023, the city's electricity provider, DTE, hit customers with a \$368 million rate increase and in March of this year, DTE filed a second electric rate increase request for \$456 million with an effective date of January 2025. Together with future increases, savings will increase proportionately.

WORKLOAD IMPACT: The project will be contracted to include engineering and design, installation and clean up. Administrative staff costs will include the RFP process and contract review, approval and award and monitoring for compliance.

OPERATIONS IMPACT:

It is estimated that annual electricity consumption will be reduced by 48 percent, exhibiting good stewardship of taxpayer dollars.

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

This project meets the **Strategic Plan goals** of

Environmental Leadership: Prioritizing implementation of the sustainability and climate action plan (S-CAP) and supporting sustainability in the City's budget.

Reliable Infrastructure: Prioritizing investment in green infrastructure (improving municipal building energy efficiency).

This project aligns with the **S-CAP's** two overarching goals; working towards 40% reduction in GHG emissions by 2030 and achieve net-zero by 2050 and Operating the City of Royal Oak in a sustainable way.

Energy & Buildings Vision: Increase Energy Efficient in municipal buildings (1.1.2)

Increase implementation of renewable energy community wide, installing solar as a renewable energy solution (1.2.8)

COMMUNITY ENGAGEMENT

Rigorous public/key stakeholder participation processes for both the Strategic Plan and S-CAP encouraged and collected community/employee and commission input and feedback through multiple techniques, surveys, workgroup meetings, public comment periods, and other mediums.

BOARD AND COMMISSION FEEDBACK

The Library Board of Trustees and the Royal Oak City Commission offered their support for this project, committing to the significance of its value to the of this project to the community through its inclusion in the capital improvement plan and allocation of ARPA funding in excess of \$350,000.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION

BE IT RESOLVED, the Royal Oak City Commission hereby approves acceptance of an EBSCO Library Grant for the Library Solar Project to implement a 137 kW Solar Photovoltaic System.

Whereas, the proposed project meets the Royal Oak Strategic Plan and the Sustainability and Climate Action Plan and,

Whereas, the grant requires that the City of Royal Oak certify compliance with requirements, and project costs.

Therefore, be it resolved that; the Royal Oak City Commission hereby approves participation in the EBSCO Library Grant program in the amount of \$70,000 as contributory funding for the Library Solar Project currently estimated at a total cost of \$320,000.

Be it further resolved that the Grants Coordinator and Library Director are authorized to sign and submit all grant-related documents on behalf of the City of Royal Oak relative to the EBSCO Library Solar Grant.

ATTACHMENTS:

Grant Agreement

Royal Oak Library Solar Project

EBSCO Grant Agreement

EBSCO Industries, Inc. (EBSCO) is pleased to award the Royal Oak Public Library (the “Library”) one of five 2024 EBSCO Solar Grants. EBSCO is excited to partner with you to bring greater energy efficiency to the Library and to move one step closer to improving the environment and transitioning from brown to green power.

I. PURPOSE.

The Library agrees to use grant funding to implement a 137 kW Solar Photovoltaic system with an estimated reduction of 124 metric tons of CO₂. More detail is outlined in Exhibit A.

II. AMOUNT OF GRANT. Seventy Thousand Dollars (\$70,000.00)

III. TERMS.

As part of the grant process EBSCO requires formal acceptance of the terms that follow, as well as completion of the requirements outlined below.

- (a) An authorized representative of the Library must sign this grant agreement (the “Agreement”).
- (b) By signing this Agreement, the Library acknowledges that EBSCO paid the entire grant amount in _____ 2024.
- (c) The Library warrants that it is currently exempt from federal income tax and is not a private foundation, and that it has received no notice or information that its IRS determination letter has been revoked, modified, suspended or superseded by IRS action or otherwise. The Library will provide a copy of such IRS determination letter to EBSCO prior to or upon execution of this Agreement.
- (d) The Library agrees to expend the entire grant amount for the purposes and schedule outlined in the Library grant application. The Library will treat the grant amount as a restricted asset, and will keep adequate records to document the expenditure of funds and the activities supported by the grant.
- (e) The Library agrees to notify EBSCO about any of the following:
 - Any change in key personnel of the project or organization;
 - Any change in tax-exempt classification;
 - Any development that significantly affects the operation of the project or organization.
- (f) The Library agrees to submit an interim report to EBSCO on or about December 31, 2024 to include a description of project status, and agrees to submit a final report no later than thirty (30) days after the end of the project. Such final report to include:
 - Discussion of degree to which project objectives were achieved;
 - Description of any unanticipated effects of the project; and
 - Full financial accounting of the expenditure of the grant.

IV. PUBLICITY.

The Library agrees to appropriately credit the participation of EBSCO in any advertisement, publicity or public comment related to the project for which funds are granted.

V. TERMINATION.

EBSCO may, after notice to the Library of its intent to do so, cancel its participation in the project for which funds have been granted, in the event EBSCO, in its sole judgment, finds that:

- (a) The Library has failed to make substantial progress in the completion of the project;
or
- (b) The Library has failed to comply with the terms of this Agreement; or
- (c) Such cancellation is necessary to comply with the requirements of law; or
- (d) The Library fails to qualify as a tax-exempt entity.

In the event of cancellation under this Paragraph, the Library will return any unspent grant funds to EBSCO.

IN WITNESS WHEREOF, we have signed this Agreement as of _____, 2024.

EBSCO INDUSTRIES, INC.

Royal Oak Public Library

Sandy Irwin, Director

EXHIBIT A

The project funding of \$70,000 granted the City of Royal Oak Public Library will be used to install approximately 137kW of solar PV on the Royal Oak Public Library's rooftop. The project estimates a reduction in the library's consumption by roughly 48%; estimated savings would be \$20,000 with a reduction in 124 metric tons of CO2. This renewable energy project will help reduce the city's greenhouse gas emissions and offers a return on investment in about 10 years.

All Capital Improvement Projects (CIP), as per the City of Royal Oak, should advance the sustainability initiatives and goals of the city as identified in the 2022 Sustainability & Climate Action Plan (S-CAP). The identified CIP projects (roof replacement and solar panel installation) will modernize aging facility systems, vital for the library's long-term operation. By investing in these library projects, the city will achieve both operational and financial efficiency with long-term savings for taxpayers. This commitment to smart resource management aligns with the S-CAP goals, demonstrating the city's dedication to responsible stewardship of the environment and of taxpayer funds.

PV System Details

Solar PV Equipment Description

Solar Panels: (354) Jinko JKM390M-72HL-V (2022)

Inverters: Tier 1

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years

Inverters: Est 15-20 Yrs

Solar PV System Rating

Power Rating: 138,060 W-DC

Energy Consumption Mix

Annual Energy Use: 394,778 kWh

Utility 223,768 kWh (56.68%)

Solar PV 171,010 kWh (43.32%)

Royal Oak Library - PV - FEB24

Prepared For

Royal Oak
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Prepared By

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2/20/2024



Michigan Solar Solutions, founded in 2007, is proud to present this analysis for your building to go solar. This analysis provides the metrics that are key to making an informed and educated decision. MSS is a fully licensed and insured electrical and general contractor with on staff engineers, master electricians, NABCEP certified professionals and a fully staffed service department.



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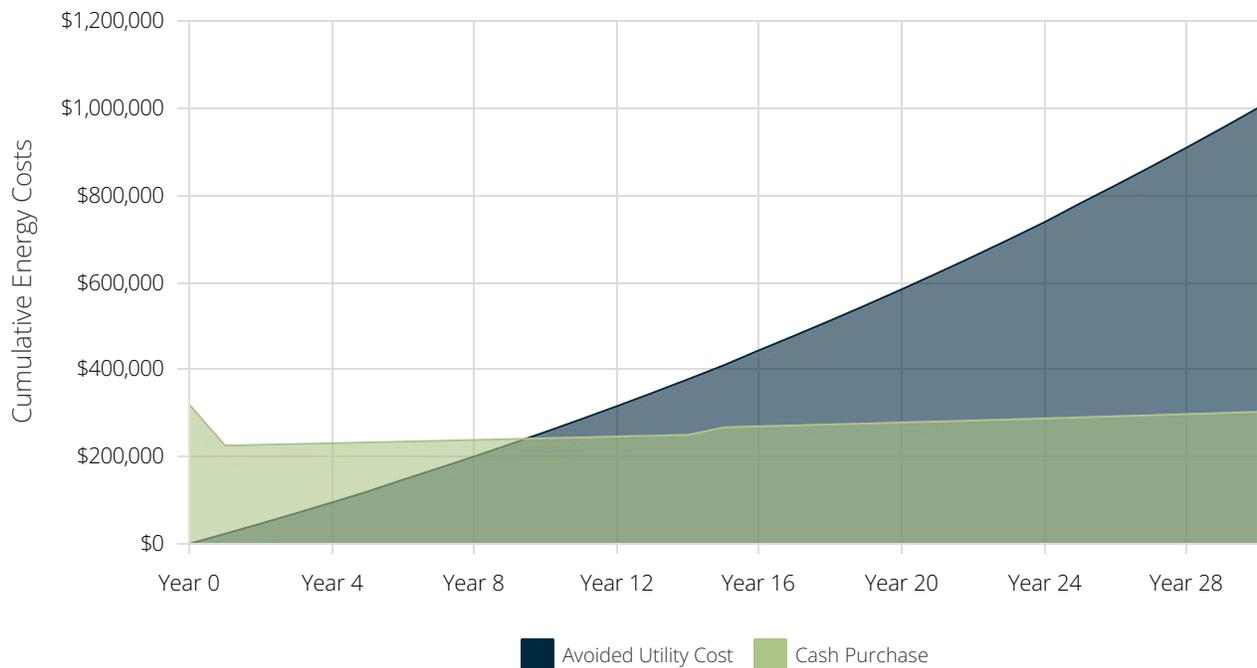
1 Project Summary

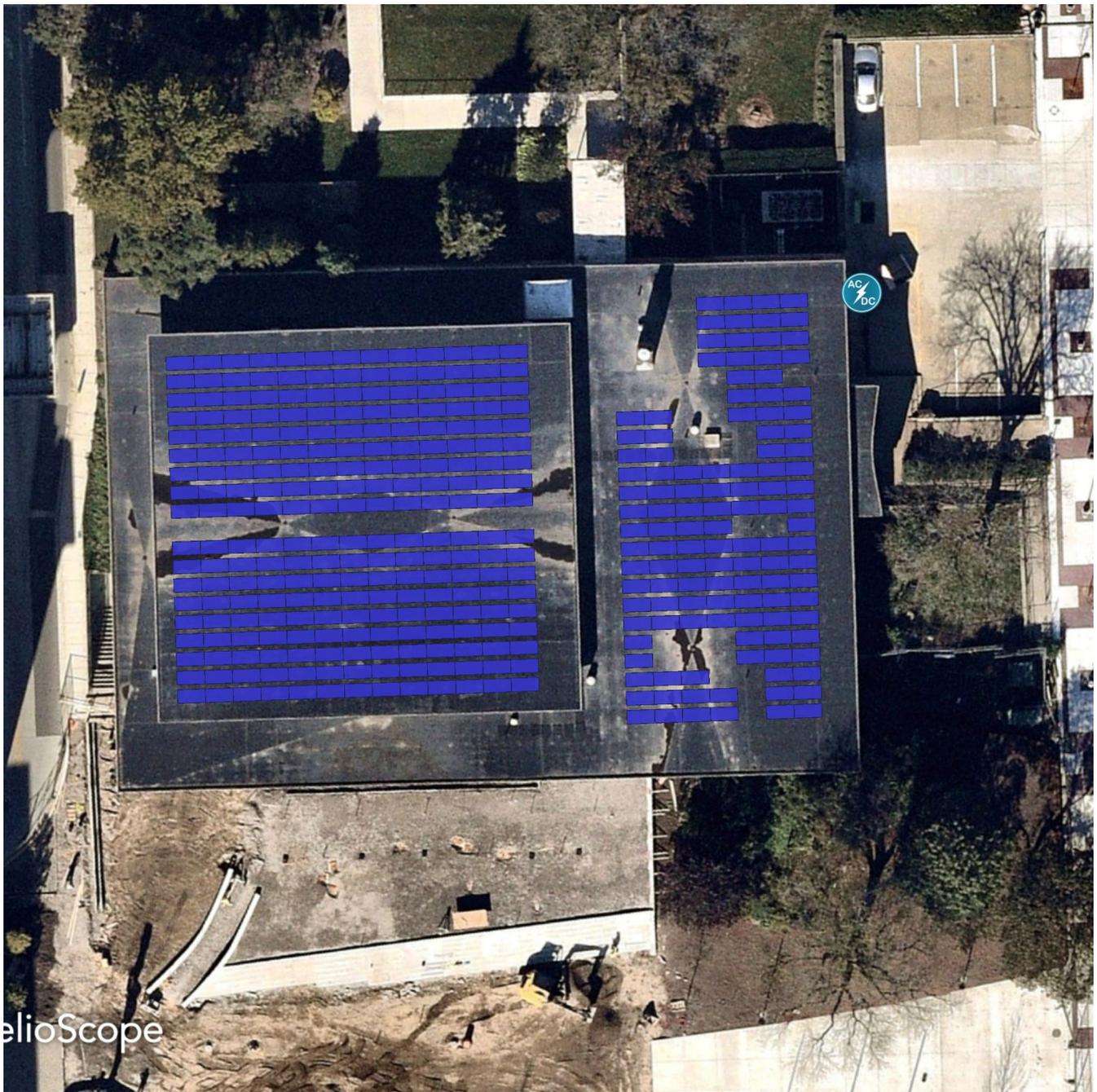
Payment Options	Cash Purchase
IRR - Term	10.6%
LCOE PV Generation	\$0.047 /kWh
Net Present Value	\$107,558
Payback Period	9.5 Years
Total Payments	\$319,625
Total Incentives	\$95,888
Net Payments	\$223,738
Electric Bill Savings - Term	\$999,952
Upfront Payment	\$319,625

Combined Solar PV Rating

Power Rating: 138,060 W-DC

Cumulative Energy Costs By Payment Option





2.1.1 PV System Details

General Information

Facility: Library
 Address: 222 E Eleven Mile Rd Royal Oak MI 48067

Solar PV Equipment Description

Solar Panels: (354) Jinko JKM390M-72HL-V (2022)
 Inverters: Tier 1

Solar PV Equipment Typical Lifespan

Solar Panels: Greater than 30 Years
 Inverters: Est 15-20 Yrs

Solar PV System Cost and Incentives

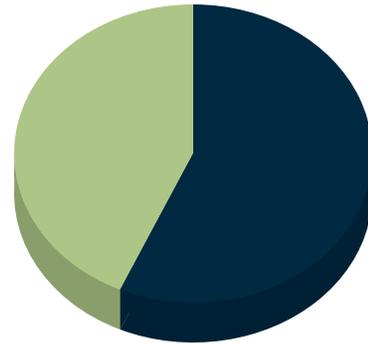
Solar PV System Cost	\$319,625
Direct pay - 30% ITC	-\$95,888
Net Solar PV System Cost	\$223,738

Solar PV System Rating

Power Rating: 138,060 W-DC

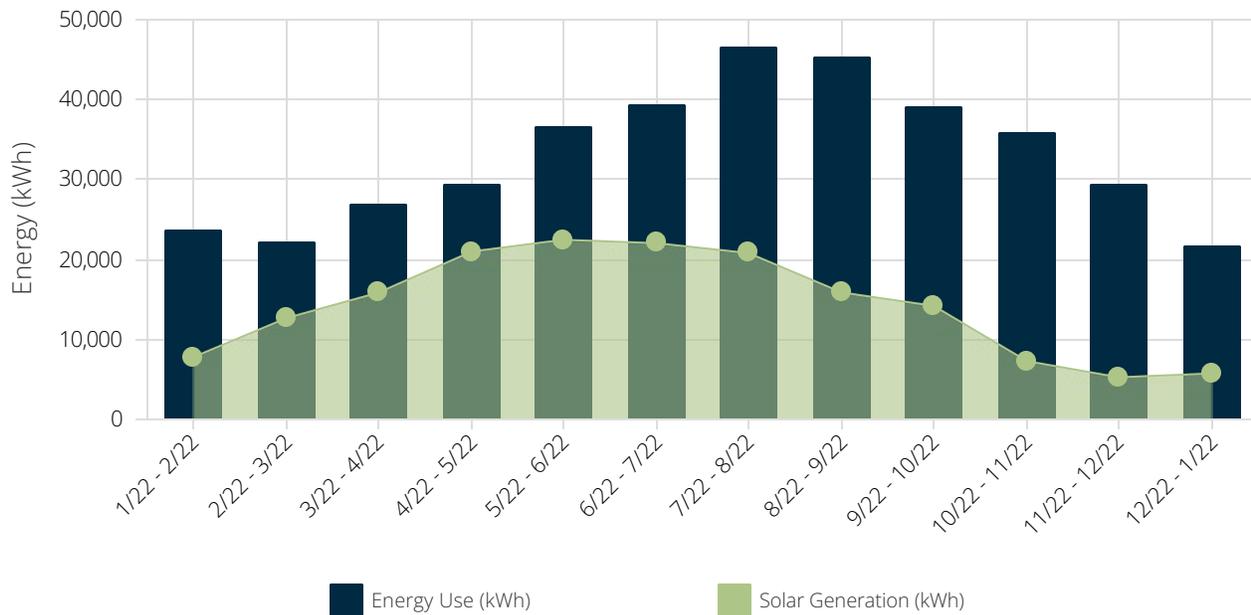
Energy Consumption Mix

Annual Energy Use: 394,778 kWh



Utility	223,768 kWh (56.68%)
Solar PV	171,010 kWh (43.32%)

Monthly Energy Use vs Solar Generation



2.1.2 Rebates and Incentives

This section summarizes all incentives available for this project. The actual rebate and incentive amounts for this project are shown in each example.

Direct Pay, Investment Tax Credit (ITC) - 30%

The Inflation Reduction Act (IRA) of 2022 contains a "direct pay" provision that enables certain tax-exempt customers, including state and local government, to receive a direct cash payment in lieu of an investment tax credit (ITC). Entities that qualify for direct pay are eligible to receive a 30% direct payment, assuming they meet the IRA established prevailing wage and apprenticeship requirements in order to qualify for the full 30% "increased rate", rather than a 6% "base rate". The IRA states that direct pay is only available for entities, including: an entity exempt from the tax, any State government (or political subdivision thereof), the Tennessee Valley Authority, an Indian tribal government, an Alaska Native Corporation, any corporation operating on a cooperative basis which is engaged in furnishing electric energy to persons in rural areas. These entities may take direct pay for solar and storage in the ITC and PTC as well as the ITC/PTC when tech neutral starts after 2025.

Total Incentive Value: \$95,888

2.1.3 Utility Rates

The table below shows the rates associated with your current utility rate schedule (D3). Your estimated electric bills after solar are shown on the following page.

Customer Charges				Energy Charges			
Season	Charge Type	Rate Type	D3	Season	Charge Type	Rate Type	D3
S1	Flat Rate	per billing period	\$12.15	S1	Flat Rate	Import	\$0.14354
S1	kW: T < 850	per billing period	\$2.74				
S1	kW: 850 < T < 1650	per billing period	\$16.50				
S1	kW: 1650 < T	per billing period	\$69.26				

2.1.4 Current Electric Bill

The table below shows your annual electricity costs based on the most current utility rates and your previous 12 months of electrical usage.

Rate Schedule: DTE - D3

Time Periods	Energy Use (kWh)	Charges		
		Other	Energy	Total
1/22/2023 - 2/22/2023 S1	23,525	\$81	\$3,377	\$3,458
2/22/2023 - 3/22/2023 S1	22,161	\$81	\$3,181	\$3,262
3/22/2023 - 4/22/2023 S1	26,833	\$81	\$3,852	\$3,933
4/22/2023 - 5/22/2023 S1	29,268	\$81	\$4,201	\$4,283
5/22/2023 - 6/22/2023 S1	36,477	\$81	\$5,236	\$5,317
6/22/2023 - 7/22/2023 S1	39,276	\$81	\$5,638	\$5,719
7/22/2023 - 8/22/2023 S1	46,464	\$81	\$6,670	\$6,751
8/22/2023 - 9/22/2023 S1	45,236	\$81	\$6,493	\$6,575
9/22/2022 - 10/22/2022 S1	39,016	\$81	\$5,600	\$5,682
10/22/2022 - 11/22/2022 S1	35,750	\$81	\$5,132	\$5,213
11/22/2022 - 12/22/2022 S1	29,242	\$81	\$4,197	\$4,279
12/22/2022 - 1/22/2023 S1	21,530	\$81	\$3,090	\$3,172
Total	394,778	\$977	\$56,667	\$57,644

2.1.5 New Electric Bill

Rate Schedule: DTE - D3

Time Periods Bill Ranges & Seasons	Energy Use (kWh) Total	Charges		
		Other	Energy	Total
1/22/2023 - 2/22/2023 S1	15,746	\$81	\$2,329	\$2,410
2/22/2023 - 3/22/2023 S1	9,474	\$81	\$1,524	\$1,606
3/22/2023 - 4/22/2023 S1	10,980	\$81	\$1,772	\$1,853
4/22/2023 - 5/22/2023 S1	8,269	\$81	\$1,489	\$1,570
5/22/2023 - 6/22/2023 S1	14,006	\$81	\$2,251	\$2,332
6/22/2023 - 7/22/2023 S1	17,237	\$81	\$2,682	\$2,764
7/22/2023 - 8/22/2023 S1	25,659	\$81	\$3,818	\$3,900
8/22/2023 - 9/22/2023 S1	29,366	\$81	\$4,302	\$4,383
9/22/2022 - 10/22/2022 S1	24,810	\$81	\$3,654	\$3,736
10/22/2022 - 11/22/2022 S1	28,464	\$81	\$4,142	\$4,224
11/22/2022 - 12/22/2022 S1	23,973	\$81	\$3,463	\$3,545
12/22/2022 - 1/22/2023 S1	15,784	\$81	\$2,308	\$2,390
Total	223,768	\$977	\$33,736	\$34,713

Annual Electricity Savings: \$22,931

3.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	10.6%	Net Present Value	\$107,558	Payback Period	9.5 Years
ROI	218.2%	PV Degradation Rate	0.50%	Discount Rate	7.0%
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
Total Project Costs	\$319,625				

Years	Project Costs	Inverter Replacement	Property Tax	O&M	Insurance	Direct pay - 30% ITC	Electric Bill Savings	Total Cash Flow	Cumulative Cash Flow
Upfront	-\$319,625	-	-	-	-	-	-	-\$319,625	-\$319,625
1	-	-	-	-\$1,710	-	\$95,888	\$22,931	\$117,109	-\$202,516
2	-	-	-	-\$1,736	-	-	\$23,501	\$21,766	-\$180,751
3	-	-	-	-\$1,761	-	-	\$24,085	\$22,323	-\$158,427
4	-	-	-	-\$1,788	-	-	\$24,682	\$22,894	-\$135,533
5	-	-	-	-\$1,814	-	-	\$25,293	\$23,479	-\$112,054
6	-	-	-	-\$1,841	-	-	\$25,919	\$24,078	-\$87,975
7	-	-	-	-\$1,868	-	-	\$26,560	\$24,692	-\$63,284
8	-	-	-	-\$1,896	-	-	\$27,216	\$25,320	-\$37,963
9	-	-	-	-\$1,924	-	-	\$27,887	\$25,963	-\$12,000
10	-	-	-	-\$1,952	-	-	\$28,574	\$26,622	\$14,622
11	-	-	-	-\$1,980	-	-	\$29,277	\$27,297	\$41,919
12	-	-	-	-\$2,009	-	-	\$29,997	\$27,987	\$69,906
13	-	-	-	-\$2,039	-	-	\$30,733	\$28,694	\$98,600
14	-	-	-	-\$2,068	-	-	\$31,487	\$29,418	\$128,018
15	-	-\$15,000	-	-\$2,098	-	-	\$32,258	\$15,159	\$143,178
16	-	-	-	-\$2,129	-	-	\$33,047	\$30,918	\$174,096
17	-	-	-	-\$2,160	-	-	\$33,854	\$31,695	\$205,790
18	-	-	-	-\$2,191	-	-	\$34,680	\$32,489	\$238,280
19	-	-	-	-\$2,223	-	-	\$35,526	\$33,303	\$271,583
20	-	-	-	-\$2,255	-	-	\$36,390	\$34,136	\$305,719
21	-	-	-	-\$2,287	-	-	\$37,275	\$34,988	\$340,707
22	-	-	-	-\$2,320	-	-	\$38,180	\$35,860	\$376,567
23	-	-	-	-\$2,353	-	-	\$39,106	\$36,753	\$413,319
24	-	-	-	-\$2,387	-	-	\$40,053	\$37,666	\$450,985
25	-	-	-	-\$2,421	-	-	\$41,021	\$38,601	\$489,586
26	-	-	-	-\$2,455	-	-	\$42,012	\$39,557	\$529,143
27	-	-	-	-\$2,490	-	-	\$43,025	\$40,535	\$569,678
28	-	-	-	-\$2,525	-	-	\$44,061	\$41,536	\$611,214
29	-	-	-	-\$2,560	-	-	\$45,120	\$42,560	\$653,773
30	-	-	-	-\$2,597	-	-	\$46,204	\$43,607	\$697,381
Totals:	-\$319,625	-\$15,000	-	-\$63,834	-	\$95,888	\$999,952	\$697,381	-

4.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	10.6%	Net Present Value	\$107,558	Payback Period	9.5 Years
ROI	218.2%	PV Degradation Rate	0.50%	Discount Rate	7.0%
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
Total Project Costs	\$319,625				

Years	Upfront	1	2	3	4	5	6	7	8	9	10	11	12
Cash													
Project Costs	-\$319,625	-	-	-	-	-	-	-	-	-	-	-	-
Inverter Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Property Tax	-	-	-	-	-	-	-	-	-	-	-	-	-
O&M	-	-\$1,710	-\$1,736	-\$1,761	-\$1,788	-\$1,814	-\$1,841	-\$1,868	-\$1,896	-\$1,924	-\$1,952	-\$1,980	-\$2,009
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct pay - 30% ITC	-	\$95,888	-	-	-	-	-	-	-	-	-	-	-
Electric Bill Savings	-	\$22,931	\$23,501	\$24,085	\$24,682	\$25,293	\$25,919	\$26,560	\$27,216	\$27,887	\$28,574	\$29,277	\$29,997
Cash Total	-\$319,625	\$117,109	\$21,766	\$22,323	\$22,894	\$23,479	\$24,078	\$24,692	\$25,320	\$25,963	\$26,622	\$27,297	\$27,987
Total Cash Flow	-\$319,625	\$117,109	\$21,766	\$22,323	\$22,894	\$23,479	\$24,078	\$24,692	\$25,320	\$25,963	\$26,622	\$27,297	\$27,987
Cumulative Cash Flow	-\$319,625	-\$202,516	-\$180,751	-\$158,427	-\$135,533	-\$112,054	-\$87,975	-\$63,284	-\$37,963	-\$12,000	\$14,622	\$41,919	\$69,906

4.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	10.6%	Net Present Value	\$107,558	Payback Period	9.5 Years
ROI	218.2%	PV Degradation Rate	0.50%	Discount Rate	7.0%
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
Total Project Costs	\$319,625				

Years	13	14	15	16	17	18	19	20	21	22	23	24	25
Cash													
Project Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Inverter Replacement	-	-	-\$15,000	-	-	-	-	-	-	-	-	-	-
Property Tax	-	-	-	-	-	-	-	-	-	-	-	-	-
O&M	-\$2,039	-\$2,068	-\$2,098	-\$2,129	-\$2,160	-\$2,191	-\$2,223	-\$2,255	-\$2,287	-\$2,320	-\$2,353	-\$2,387	-\$2,421
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Direct pay - 30% ITC	-	-	-	-	-	-	-	-	-	-	-	-	-
Electric Bill Savings	\$30,733	\$31,487	\$32,258	\$33,047	\$33,854	\$34,680	\$35,526	\$36,390	\$37,275	\$38,180	\$39,106	\$40,053	\$41,021
Cash Total	\$28,694	\$29,418	\$15,159	\$30,918	\$31,695	\$32,489	\$33,303	\$34,136	\$34,988	\$35,860	\$36,753	\$37,666	\$38,601
Total Cash Flow	\$28,694	\$29,418	\$15,159	\$30,918	\$31,695	\$32,489	\$33,303	\$34,136	\$34,988	\$35,860	\$36,753	\$37,666	\$38,601
Cumulative Cash Flow	\$98,600	\$128,018	\$143,178	\$174,096	\$205,790	\$238,280	\$271,583	\$305,719	\$340,707	\$376,567	\$413,319	\$450,985	\$489,586

4.1 Cash Purchase

Assumptions and Key Financial Metrics

IRR - Term	10.6%	Net Present Value	\$107,558	Payback Period	9.5 Years
ROI	218.2%	PV Degradation Rate	0.50%	Discount Rate	7.0%
Energy Cost Escalation Rate	3.0%	Federal Income Tax Rate	0.0%	State Income Tax Rate	0.0%
Total Project Costs	\$319,625				

Years	26	27	28	29	30	Totals
Cash						
Project Costs	-	-	-	-	-	-\$319,625
Inverter Replacement	-	-	-	-	-	-\$15,000
Property Tax	-	-	-	-	-	-
O&M	-\$2,455	-\$2,490	-\$2,525	-\$2,560	-\$2,597	-\$63,834
Insurance	-	-	-	-	-	-
Direct pay - 30% ITC	-	-	-	-	-	\$95,888
Electric Bill Savings	\$42,012	\$43,025	\$44,061	\$45,120	\$46,204	\$999,952
Cash Total	\$39,557	\$40,535	\$41,536	\$42,560	\$43,607	\$697,381
Total Cash Flow	\$39,557	\$40,535	\$41,536	\$42,560	\$43,607	\$697,381
Cumulative Cash Flow	\$529,143	\$569,678	\$611,214	\$653,773	\$697,381	-

CITY COMMISSION AGENDA ITEM

TITLE	Community Energy Management Grant 2024
SUBMITTING DEPARTMENT	City Manager
PRESENTER	Jill Martin/Angela Fox
MEETING DATE	July 22, 2024
SECOND READING REQUIRED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CERTIFIED RESOLUTION	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*

The project titled **Royal Oak Battle of the Buildings** is an inclusive project engaging the business community in the shared sustainability goal to achieve 40% reduction in GHG emissions by 2040 and to achieve net-zero by 2050.

The project will begin with the City of Royal Oak entering all city-owned buildings into the competition using Energy Star Portfolio Manager for electric, gas, and water data. Working with the Michigan Battle of the Buildings and the USGBCWM, this data will be analyzed, buildings will be benchmarked, and audits will be conducted in order of the highest-usage during the 2024/2025 fiscal year. This process will serve as the lead example for the project and will aid in rolling the program out to local businesses and organizations throughout the city.

The actual Battle of the Buildings Competition project will involve Royal Oak businesses, churches, schools, and organizations who will participate in collecting and evaluating electric and gas usage, as well as water and, eventually, waste. As an incentive to participate, funding will be used to pay for automatic utility data benchmarking and energy audits for each participating building.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	\$100,000 (Grant amount)
AMOUNT CURRENTLY BUDGETED	0
BUDGET AMENDMENT REQUIRED	\$0.00 (BA between dept; net -0- effect on FB)
FUNDING SOURCE/ GL NUMBER	
WAS THIS A BUDGETED EXPENSE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

OTHER FISCAL IMPACTS: (Select all that apply.)

- | | |
|---------------------------------------------------------------------|-----------------------------------------------------------------------|
| <input type="checkbox"/> No fiscal impact | <input checked="" type="checkbox"/> Revenue impact (details below) |
| <input checked="" type="checkbox"/> Workload impact (details below) | <input checked="" type="checkbox"/> Operations Impact (details below) |

REVENUE IMPACT: The revenue impact is the \$100,000 received in grant funds

WORKLOAD IMPACT: Workload impact falls almost exclusively with the Sustainability Manager with assistance from the Grant Coordinator for reporting compliance.

OPERATIONS IMPACT: The city of Royal Oak is joining other communities like Grand Rapids, Ann Arbor, and Detroit through the Michigan Battle of the Buildings Competition hosted by the USGBCWM. Together, this initiative will have a more powerful impact, establishing best practices and piloting projects that can effect significant regional change and benefit.

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

The Community Energy Management Grant project, Battle of the Buildings, aligns with the Royal Oak Sustainability and Climate Action Plan through the Energy & Buildings Vision in prioritizing a built environment that promotes accessible energy resource efficiency, renewable energy, sustainable building techniques, and resiliency; specifically-

- 1.1.1 Collect and report annual, community-wide energy consumption
- 1.1.4. **Develop energy waste reduction and other green building practices education programs for the residential, commercial, and multi-family sectors
- 1.1.6. Create an energy reduction competition initiative
- 1.1.8. **Engage the industrial sector in utility-sponsored energy efficiency programs

COMMUNITY ENGAGEMENT

A rigorous fourteen-month public/key stakeholder participation process led by the S-CAP Task Force, encouraged residents to contribute through multiple techniques, surveys, workgroup meetings, public comment periods, and other mediums. This specific project is identified as a resulting goal from that community engagement process.

BOARD AND COMMISSION FEEDBACK

The S-CAP Task Force consisted of city staff, Royal Oak Environmental Advisory Board (EAB) members, and Royal Oak Planning Commission members. The city commission also provided two goals as a directive to guide the development of this plan, including GHG reduction goals and the incorporation of sustainability measures supporting the economy, environment, and community.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

BE IT RESOLVED, the Royal Oak City Commission hereby approves acceptance of a State of Michigan EGRA Community Energy Grant through their Materials Management Division for the purpose of implementing a Battle of the Buildings approved project.

Whereas, the proposed project meets the Sustainability and Climate Action Plan goals and,

Whereas, the grant requires that the City of Royal Oak certify compliance with requirements, and project costs.

Therefore, be it resolved that; the Royal Oak City Commission hereby approves participation in the Community Energy Management Grant in the amount of \$100,000 with no matching funds required for completion prior to 8/31/2025.

Be it further resolved that the Grants Coordinator and Sustainability Manager are authorized to sign and submit all grant-related documents on behalf of the City of Royal Oak relative to the EGLE Community Energy Grant Program.

ATTACHMENTS:

Community Energy Management Agreement (CEM) between EGLE and the City of Royal Oak



COMMUNITY ENERGY MANAGEMENT GRANT AGREEMENT

BETWEEN THE

**MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF ROYAL OAK**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environment, Great Lakes, and Energy (EGLE), **Materials Management Division** ("State"), and **City of Royal Oak** ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. Legislative appropriation of Funds for grant assistance is set forth in **Public Act No. 0166 of 2022** This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Royal Oak Battle of the Buildings Project #: MEO-24-021

Amount of grant: \$100,000 % of grant state 20 / % of grant federal 80

Amount of match: \$0 = 0% PROJECT TOTAL: \$100,000 (grant plus match)

Start Date (executed by EGLE): _____ End Date: 8/31/2025

GRANTEE CONTACT INFORMATION:

Name/Title: Jill Martin, Management Analyst, Grant Coordinator

Organization: City of Royal Oak

Address: 203 S. Troy Street

City, State, ZIP: Royal Oak, MI 48067

Phone Number: 248-246-3202

Fax Number: N/A

E-Mail Address: jill.martin@romi.gov

Federal ID Number (Required for Federal Funding): 386004646

Grantee DUNS/UEI Number (Required for Federal Funding): NLZAWEBMERD5

SIGMA Vendor Number: CV0047805

STATE'S CONTACT INFORMATION:

Name/Title: Cody Evans, Departmental Analyst
Division/Bureau/Office: Materials Management Division (MMD)
Address: Constitution Hall, 525 W Allegan St
City, State, ZIP: Lansing, MI 48909
Phone Number: 517-930-4755
Fax Number: N/A
E-Mail Address: evansc26@michigan.gov

The individuals signing below certify by their signatures that they are authorized to sign this 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.

FOR THE GRANTEE:

Jill Martin, Management Analyst, Grant Coordinator

Signature Name/Title Date

FOR THE STATE:

Elizabeth M. Browne, Director, MMD

Signature Name/Title *elg* 07/09/24 Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line-item revisions less than five percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January	Feb 28 or 29
February	March 31
March	April 30
April	May 31
May	June 30
June	July 31

July	August 31
August	Sept 30
September	Before October 15*
October	November 30
November	December 31
December	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation (invoices, proof of payment, etc.) for expenses must be included with the report.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

V. GRANTEE RESPONSIBILITIES

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

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, 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. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. 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 race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental 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.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

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 benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then 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." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that 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.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Each eligible applicant must obtain a Unique Entity Identifier (UEI) and maintain an active registration with the Federal System for Award Management (SAM). The SAM website is: www.SAM.gov.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State 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 State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State 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 State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State 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 State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, 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 State and Grantee. The State 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 State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State 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 cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State 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 State 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 (if applicable).

(2) Immediately and without further liability to the State 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; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. 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.

XXIII. PREVAILING WAGE

This project is subject to the Davis-Bacon Act, 40 U S C 276a, *et seq*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, repair (including painting and decorating) of public buildings or works.

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

GRANTEE: City of Royal Oak

PROJECT NUMBER: MEO-24-021

FEDERAL GRANT AWARD #: DE-EE0010079

FEDERAL GRANT DETAIL: Community Energy Management Program

CFDA Name and #: State Energy Program BIL 81.041

Federal Award Project Description: The State Energy Program (SEP) provides grants to states and directs funding to state energy offices from technology programs in DOE's Office of Energy Efficiency and Renewable Energy. States use grants to address their energy priorities and program funding to adopt emerging renewable energy and energy efficiency programs.

1. Statement of Purpose

The Michigan Department of Environment, Great Lakes, and Energy is responsible for carrying-out the U.S. Department of Energy's State Energy Programs. These programs focus on the adoption and implementation of energy waste reduction and renewable energy activities. Energy Services, on behalf of the Grantor, will serve as the grantee's primary contact and will negotiate all conditions of this grant.

1.1. Statement of Work

The Grantee agrees to undertake, perform, and complete the following project: The City of Royal Oak will utilize the Michigan Battle of the Buildings Competition to analyze, benchmark and improve efficiency throughout the city's commercial sector. The city will provide audits to local businesses and organizations that participate in the program and based on their audit recommendations, will use the remaining funds for EE upgrades rebates.

- A. Track building energy data with the Energy Star Portfolio Manager.
- B. Conduct energy audits and analyze building energy performance of participating local businesses and organizations.
- C. Identify opportunities for energy and cost savings based on the results of conducted energy audits. Provide participants with awards/incentives to perform energy efficiency upgrades.

1.2. Detailed Budget

Changes in Budget of less than 5% of the total line-item amount do not require prior written approval, but Grantee must provide notice to the Grant Manager.

Changes in Budget equal to or greater than 5% of the total line-item amount will be allowed only upon prior review and written approval by the Grant Manager. A formal grant amendment must be signed by both the Grantor and Grantee.

- A. If applicable, travel expenses will not be reimbursed at rates greater than the State Travel Rates, Attachment B, without prior written consent of the Grant Administrator.
- B. Attachment A is the Project Budget. The grantee agrees that all funds shown in the Budget are to be spent as detailed in the Budget.
- C. The Indirect Cost Rate applicable for this grant award is 0%.

- D. Any single piece of equipment over \$5,000 will require a Lien or Uniform Commercial Code (UCC).

1.3. Reporting and Payment Requests

- A. **Progress Reports** – The Grantee shall monitor performance to assure that time schedules are being met and projected work by time period is being accomplished.
 - i. The Grantee shall submit Monthly progress reports using the reporting form provided by the Grant Manager.
 - ii. These reports shall be due according to the table in **Part IV** of this Agreement.
- B. **Final Report** – The Final Report will include the following information:
 - i. A summary of the project, including activities, outcomes, metrics, the implementation plan and any deviations from the original project as proposed, as well as any relevant next steps.
 - ii. Coordinated efforts with other organizations to complete the project.
 - iii. Financial expenditures of grant money and other contributions to the project, in-kind and/or direct funding.
 - iv. Submission of signed closeout documents, provided by Grantor.

C. Payment Requests

- i. The Grantee shall submit project expenses monthly for reimbursement.
- ii. The following documentation must be submitted in order for the Grantee to receive their reimbursement:
 - a) **Financial Status Report (FSR)** – a Financial Status Report document will be provided at the start of the grant project. The Grantee shall use this document to track the spending of grant and match funds, and to summarize their reimbursement request. In order to receive a reimbursement, the grantee will be required to sign the FSR document.
 - b) **Personnel and Fringe Expenses** – an internal Payroll report detailing the employee's name or classification, hours, payrate, and fringe benefit details if applicable. If no internal payroll report is available, a spreadsheet detailing the above information.
 - c) **Contractual, Supplies & Materials, Other Direct Costs** – An itemized invoice or receipt from the vendor/contractor and proof of payment of the expense. Proof of payment shall be in the form of a cancelled check, bank statement, or other ACH payment.

For more information regarding proof of payment documentation, contact your Grant Manager.

- d) **Equipment Expenses** – Any equipment expenses more than \$5,000 will require The Michigan Department of Environment Great Lakes and Energy (EGLE) be listed on a Lien or Uniform Commercial Code (UCC) for 5 years, or until the equipment depreciates to less than \$5,000, whichever comes first.
- e) **Travel Expenses** – Travel Expenses must follow the State of Michigan Travel Rates outlined in Attachment B of this document. Any reduced reimbursement due to the State of Michigan Travel Rates may be used toward the Match Requirement if applicable.

- iii. If 15% or more of the grant is expended in a single quarter, payment requests may be submitted monthly instead of quarterly.
- iv. The Grantee must be up to date on all Progress Reporting Requirements to receive reimbursement.

1.4. Option to Renew

This Agreement may be renewed for up to two (2) additional one-year periods. Renewal must be by written agreement, signed by the Grantor and Grantee, and will automatically extend the Term of this Agreement.

2. General Provisions

2.1. Project Income

To the extent that it can be determined that interest was earned on advances of funds, such interest shall be remitted to the Grantor. All other program income shall either be added to the project budget and used to further eligible program objectives or deducted from the total program budget for the purpose of determining the amount of reimbursable costs. The final determination shall be made by the Grant Administrator.

2.2. Share-in-savings

The Grantor expects to share in any cost savings realized by the Grantee. Therefore, final Grantee reimbursement will be based on actual expenditures. Additional exceptions must be approved in writing by the Grant Administrator.

2.3. Purchase of Equipment

The purchases of equipment not specifically listed in the Budget, Attachment A, must have prior written approval of the Grant Administrator. Equipment is defined as non-expendable personal property having a useful life of more than one year and a true value of \$5,000 or more. Such equipment shall be retained by the Grantee unless otherwise specified at the time of approval. All equipment purchased with grant funds shall comply with applicable law, including regulations contained in 2 CFR Part 200 as amended by 2 CFR Part 910, 10 CFR Part 420 and other procedures applicable to this regulation as DOE may, from time-to-time, prescribe for the administration of financial assistance. To the greatest extent practicable, all equipment and products purchased with funds made available under this award should be Michigan-made as a first choice, or American-made.

2.4. Accounting

The Grantee shall adhere to the Generally Accepted Accounting Principles and maintain records which will allow, at a minimum, for the comparison of actual outlays with budgeted amounts. The Grantee's overall financial management system must ensure effective control over and accountability for all funds received. Accounting records must be supported by source documentation including, but not limited to, balance sheets, general ledgers, time sheets and invoices. The expenditure of state funds shall be reported by line item and compared to the Budget.

2.5. Competitive Bidding

The Grantee agrees that all procurement transactions involving the use of state funds shall be conducted in a manner that provides maximum open and free competition. When competitive

selection is not feasible or practical, the Grantee agrees to obtain written approval of the Grant Administrator before making a sole source selection. Sole source contracts should be negotiated to the extent that negotiation is possible.

3. Materials and Information

3.1. Intellectual Property

License to Grantor

Grantee grants to the Grantor a non-exclusive, royalty-free, site-wide, irrevocable, transferable license to use the Deliverables and related documentation according to the terms and conditions of this Agreement. For the purposes of this license, "site-wide" includes any State of Michigan office regardless of its physical location.

The Grantor may modify the Deliverable and may combine the Deliverable with other programs or materials to form a derivative work. The Grantor will own and hold all copyright, trademarks, patent, and other intellectual property rights in any derivative work, excluding any rights or interest in Deliverable other than those granted in this Agreement.

The Grantor may copy each Deliverable to multiple hard drives or networks unless otherwise agreed by the parties.

The Grantor will make and maintain no more than one archival copy of each Deliverable, and each copy will contain all legends and notices and will be subject to the same conditions and restrictions as the original. The Grantor may also make copies of the Deliverable in the course of routine backups for the purpose of recovery of contents.

3.2. Media Releases and Publications

New releases (including promotional literature and commercial advertisements) pertaining to the Grant or project to which it relates must not be made without prior written State approval, and then only in accordance with the explicit written instructions of the State. An acknowledgement of DOE and Energy Services support and a disclaimer must appear in the publication of any material, whether copyrighted or not, based on or developed under this project, as follows:

Acknowledgement: "This material is based upon work supported by the Department of Energy and the Michigan Department of Environment, Great Lakes and Energy under Award Number(s) DE-EE0010079."

Disclaimer: "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumed any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trad name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

3.3. Website Incorporation

The State is not bound by any content on the Grantee's website unless expressly incorporated directly into this Grant Agreement.

4. Other Provisions

4.1. Safety

The Grantee, and all subgrantees are responsible for ensuring that all precautions are exercised at all times for the protection of persons and property. Safety provisions of all Applicable Laws and building and construction codes shall be observed. The Grantee, and every subgrantee, are responsible for compliance with all federal, state and local laws and regulations in any manner affecting the work or performance of this Agreement and shall at all times carefully observe and comply with all rules, ordinances, and regulations. The Grantee, and all subgrantees, shall secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this agreement.

4.2. General Indemnification

Inasmuch as each party to this grant is a governmental entity of the State of Michigan, each party to this grant must seek its own legal representation and bear its own costs; including judgments, in any litigation which may arise from the performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

4.3. Force Majeure

Neither party will be in breach of this Grant because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Grantee will not be relieved of a breach or delay caused by its subgrantees. If immediate performance is necessary to ensure public health and safety, the State may immediately Grant with a third party.

4.4. Governing Law

This Grant is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Grant are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Grant must be resolved in Michigan Court of Claims. Grantee consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or forum non conveniens. Grantee must appoint agents in Michigan to receive service of process.

4.5. Disclosure of Litigation, or Other Proceeding

Grantee must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") involving Grantee, a subgrantee, or an officer or director of Grantee or subgrantee, that arises during the term of the Grant, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Grantee's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Grantee is required to possess in order to perform under this Grant.

4.6. Dispute Resolution

The parties will endeavor to resolve any Grant dispute in accordance with this provision. The dispute will be referred to the parties' respective Grant Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Grant.

4.7. Recapture

The Grantee is hereby notified and hereby acknowledges that the Grant is subject to recapture and that the Grantee will incur an Obligation to repay the Grant (the "Recapture Obligation") immediately, in full, if:

- A. It fails to comply with the Statement of work specifically described in **Part 1.1** of this Appendix A.
- B. It sells, exchanges, or disposes of any equipment greater than \$5,000 described in Attachment A of this Agreement without the Grantor's written approval; or
- C. The U.S. Department of Energy determines that there has been a default under the Agreement and seeks reimbursement from the Grantor. In the event that the Grantee becomes liable for a Recapture Obligation, it shall satisfy the Recapture Obligation within the time specified in the written notice thereof to the Grantee by the Grantor.
- D. The Grantee's obligation under this Section shall survive the term of this Agreement.

5. Severability

If any part of this Grant is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Grant and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Grant will continue in full force and effect.

5.1. Waiver

Failure to enforce any provision of this Grant will not constitute a waiver.

5.2. Grant of Security Interest

The Grantee hereby grants the Grantor, for the benefit of the Grantor, a security interest in and continuing Lien on all Grantee's right, title, and interest in, to and under all personal property, equipment, and assets listed in Attachment A.

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Addendum to Part II – General Provisions HISTORIC PRESERVATION

Prior to the expenditure of Federal funds to alter any structure or site, the Recipient is required to comply with the requirements of Section 106 of the National Historic Preservation Act (NHPA), consistent with DOE's 2009 letter of delegation of authority regarding the NHPA. Section 106 applies to historic properties that are listed in or eligible for listing in the National Register of Historic Places. In order to fulfill the requirements of Section 106, the recipient must contact the State Historic Preservation Officer (SHPO), and, if applicable, the Tribal Historic Preservation Officer (THPO), to coordinate the Section 106 review outlined in 36 CFR Part 800. SHPO contact information is available at the following link: <http://www.ncshpo.org/find/index.htm>. THPO contact information is available at the following link: <http://www.nathpo.org/map.html>.

Section 110(k) of the NHPA applies to DOE funded activities. Recipients shall avoid taking any action that results in an adverse effect to historic properties pending compliance with Section 106.

Recipients should be aware that the DOE Contracting Officer will consider the recipient in compliance with Section 106 of the NHPA only after the Recipient has submitted adequate background documentation to the SHPO/THPO for its review, and the SHPO/THPO has provided written concurrence to the Recipient that it does not object to its Section 106 finding or determination. Recipient shall provide a copy of this concurrence to the Contracting Officer.

NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) REQUIREMENTS

The Michigan Energy Office (MEO) must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of federal funds. The bounded categories categorically excluded, listed below, require no further NEPA review, absent extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment, or any inconsistency with "integral elements" (as contained in 10 C.F.R. Part 1021, Appendix B) as they relate to a particular project. The Recipient is thereby authorized to use federal funds for the defined project activities.

If the Recipient later intends to add to or modify activities not included in the bounded categories below, those new activities or modified activities are subject to additional NEPA review and are not authorized for federal funding until the Contracting Officer provides approval on those additions or modifications. Recipients are restricted from taking any action using federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to authorization from the Contracting Officer. Should the Recipient elect to undertake activities prior to authorization from the Contracting Officer, the Recipient does so at risk of not receiving federal funding and such costs may not be recognized as allowable.

These are the bounded categories that have been categorically excluded, and require no additional NEPA review:

1. Administrative activities associated with management of the designated State Energy Office and management of programs and strategies to encourage energy waste reduction and renewable energy.
2. Development and implementation of programs and strategies to encourage energy waste reduction and renewable energy
3. Funding energy efficiency retrofits, provided that projects are limited to:

- a) installation of insulation;
 - b) installation of energy efficient lighting;
 - c) HVAC upgrades;
 - d) weather sealing;
 - e) purchase and installation of ENERGY STAR appliances;
 - f) replacement of windows and doors;
 - g) high efficiency shower/faucet upgrades; and
 - h) installation of solar powered appliances with improved efficiency.
4. Development, implementation, and installation of onsite renewable energy technology that generates electricity from renewable resources, provided that projects are limited to:
 - a) Solar Electricity/Photovoltaic - appropriately sized system or unit on existing rooftops and parking shade structures; or a 60 kW system or smaller unit installed on the ground within the boundaries of an existing facility.
 - b) Wind Turbine - 20 kW or smaller.
 - c) Solar Thermal - system must be 20 kW or smaller.
 - d) Solar Thermal Hot Water - appropriately sized for residences or small commercial buildings.
 - e) Ground Source Heat Pump - 5.5 tons of capacity or smaller, horizontal/vertical, ground, closed-loop system.
 - f) Combined Heat and Power System - boilers sized appropriately for the buildings in which they are located.
 - g) Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.
 5. Development, implementation and installation of energy efficient or renewable energy-powered emergency systems (lighting, cooling, heat, shelter) installed in existing buildings and facilities.
 6. Installation of alternative fueling pumps and systems (but not storage tanks) installed on existing facilities (other than a large biorefinery); purchase of alternative fuel vehicles.
 7. Development and implementation of training programs.
 8. Development and implementation of building codes and inspection services, and associated training and enforcement of such codes in order to support code compliance and promote building energy waste reduction.

Implementing financial incentive programs such as rebates and energy savings performance contracts for existing facilities or for energy efficient equipment, provided that the incentives are not so large that they would be deemed to be grants that create projects that would not otherwise exist. (For example, giving a wind farm that cost \$100 million a sum of \$50 million and calling it a rebate would not fall within this Bounded Category).

BUILD AMERICA, BUY AMERICA ACT REQUIREMENTS

The [Build America, Buy America Act \(BABA\)](#), enacted as part of the [Infrastructure Investment and Jobs Act](#), established a domestic content procurement preference for all federal financial assistance obligated for infrastructure projects after May 14, 2022.

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials¹ are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- Non-ferrous metals;
- Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- Glass (including optic glass);
- Lumber; or
- Drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime

¹ Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

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Attachment B: State of Michigan Travel Rates

**DEPARTMENT OF TECHNOLOGY, MANAGEMENT & BUDGET,
VEHICLE AND TRAVEL SERVICES
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective January 1, 2024**

MICHIGAN SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$28.00	\$31.00

MICHIGAN IN-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	\$85.00	
Breakfast	\$9.75	\$12.75
Lunch	\$9.75	\$12.75
Dinner	\$22.00	\$25.00
Lodging	\$51.00	
Breakfast	\$9.75	
Lunch	\$9.75	
Dinner	\$22.00	
Per Diem Total	\$92.50	

OUT-OF-STATE SELECT CITIES*

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$15.00	\$18.00
Lunch	\$15.00	\$18.00
Dinner	\$29.00	\$32.00

OUT-OF-STATE ALL OTHER

	Individual	Group Meeting (pre-arranged and approved)
Lodging**	Contact Conlin Travel	
Breakfast	\$11.75	\$14.75
Lunch	\$11.75	\$14.75
Dinner	\$27.00	\$30.00
Lodging	\$51.00	
Breakfast	\$11.75	
Lunch	\$11.75	
Dinner	\$27.00	
Per Diem Total	\$101.50	

Incidental Costs Per Day (with overnight stay) \$5.00

Mileage Rates	Current
Premium Rate	\$0.67 per mile
Standard Rate	\$0.440 per mile

* See Select Cities Listing

** Lodging available at State rate, or call Conlin Travel at 877-654-2179 or www.conlintravelhub.com/som

SELECT CITY LIST
SCHEDULE OF TRAVEL RATES FOR CLASSIFIED AND UNCLASSIFIED EMPLOYEES
Effective October 1, 2023

Michigan Select Cities/COUNTIES		
	CITIES	COUNTIES
	Ann Arbor, Auburn Hills, Beaver Island, Detroit, Grand Rapids, Holland, Leland, Mackinac Island, Petoskey, Pontiac, South Haven, Traverse City	Grand Traverse, Oakland, Wayne
Out of State Select Cities/COUNTIES		
STATE	CITIES	COUNTIES
Alaska	All locations	
Arizona	Phoenix, Scottsdale, Sedona	
California	Arcata, Edwards AFB, Eureka, Los Angeles, Mammoth Lakes, McKinleyville, Mill Valley, Monterey, Novato, Palm Springs, San Diego, San Francisco, San Rafael, Santa Barbara, Santa Monica, South Lake Tahoe, Truckee, Yosemite National Park	Los Angeles, Mendocino, Orange, Ventura
Colorado	Aspen, Breckenridge, Grand Lake, Silverthorne, Steamboat Springs, Telluride, Vail	
Connecticut	Bridgeport, Danbury	
District of Columbia	Washington DC (See also Maryland & Virginia)	
Florida	Boca Raton, Delray Beach, Ft Lauderdale, Jupiter, Key West, Miami	
Georgia	Brunswick, Jekyll Island	
Hawaii	All locations	
Idaho	Ketchum, Sun Valley	
Illinois	Chicago	Cook, Lake
Kentucky	Kenton	
Louisiana	New Orleans	
Maine	Bar Harbor, Kennebunk, Kittery, Rockport, Sandford	
Maryland	Baltimore City, Ocean City	Montgomery, Prince George
Massachusetts	Boston, Burlington, Cambridge, Martha's Vineyard, Woburn	Suffolk
Minnesota	Duluth, Minneapolis, St. Paul	Hennepin, Ramsey
Nevada	Las Vegas	
New Mexico	Santa Fe	
New York	Bronx, Brooklyn, Lake Placid, Manhattan, Melville, New Rochelle, Queens, Riverhead, Ronkonkoma, Staten Island, Tarrytown, White Plains	Suffolk
Ohio	Cincinnati	
Pennsylvania	Pittsburgh	Bucks
Puerto Rico	All locations	
Rhode Island	Bristol, Jamestown, Middletown, Newport, Providence	Newport
Texas	Austin, Dallas, Houston, L.B. Johnson Space Center	
Utah	Park City	Summit
Vermont	Manchester, Montpelier, Stowe	Lamoille
Virginia	Alexandria, Fairfax, Falls Church	Arlington, Fairfax
Washington	Port Angeles, Port Townsend, Seattle	
Wyoming	Jackson, Pinedale	

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

CITY COMMISSION AGENDA ITEM

TITLE	Consideration of First Amendment to Greenfield Lane Apartments Planned Unit Development
SUBMITTING DEPARTMENT	Community Development - Planning
PRESENTER	Timothy E. Thwing
MEETING DATE	July 22, 2024
SECOND READING REQUIRED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*

At the regular meeting of October 9, 2023, the City Commission adopted a Zoning Map amendment to rezone a vacant lot on the east side of Greenfield Road south of West 13 Mile Road from Multiple-Family Residential to Planned Unit Development (PUD). The resolution adopting the amendment included approval of a development agreement and final PUD site plan for construction of a two-story building with 10 multiple-family dwellings.

The developer now proposes to modify various features on the approved final PUD site plan. The specific changes proposed by the petitioner are as follows:

- The parking lot on the approved final PUD site plan included pervious pavers in each individual parking space with a concrete maneuvering aisle. The revised site plan eliminates the pervious pavers and replaces them with concrete. Specifications for the pavers were also removed from the details sheet.
- A new masonry screening wall along the south side and east rear lot lines was included as part of the approved final PUD site plan. The screening wall along the south side lot line was eliminated on the revised site plan but the wall along the east rear lot line remains. Only the east wall is required by the zoning ordinance.
- The approved final PUD site plan included eight new honey locust trees, each with a minimum diameter-at-breast-height (d.b.h.) of 2.5 inches. The revised site plan replaces these trees with Armstrong gold maple or slender sweetgum trees, each with a d.b.h. of at least 2.5 inches.
- Rain gardens were included in the front yard of the approved final PUD site plan. These areas are now listed as planting beds on the revised site plan, although the species to be planted within them are the same.
- Roof-mounted solar panels were included as part of the approved final PUD site plan. Specifications for the solar panels were removed from the details sheet and they no longer appear on the exterior elevations.
- EV chargers for two parking spaces were identified on the approved final PUD site plan. Specifications for the EV chargers were changed to a different type of charger on the details sheet.

- Details for solar-powered exterior light fixtures were added to the details sheet, although their location is not identified on the site plan. Wall-mounted light fixtures from the approved plan are still identified on the site plan with associated specifications.
- A detail sheet with specifications for energy efficient building and plumbing fixtures was part of the approved final PUD site plan. That sheet is no longer included in the revised plan set.

The majority of the revisions listed above are part of the city commission’s adopted community benefits guidelines and not zoning ordinance or code provisions. Therefore, the city commission should approve or deny the proposed revisions.

Previously the planning division administratively approved modifications to the floor plans for the building. The doors to ground level dwellings were moved from the sides of each dwelling and placed on their west front façade. The stairs to upper level dwellings were reconfigured to lead directly to the rear parking lot. A central space was also created in a gap between sections of the building for HVAC units.

The proposed changes to the final PUD site plan will require that text in one subparagraph of the development agreement be amended. Subparagraph (a) of Section 3.4 in the development agreement currently reads:

3.4 Zoning. The Development Parcel is now hereby zoned Planned Unit Development pursuant to the City Ordinances. The following conditions shall apply to such rezoning:

- a. Solar panels, pervious pavers, rain gardens, and electric vehicle chargers shall be installed as depicted on the Project Plan.

With the modifications to the final PUD site plan proposed by the petitioner, this subparagraph would need to be revised to:

3.4 Zoning. The Development Parcel is now hereby zoned Planned Unit Development pursuant to the City Ordinances. The following conditions shall apply to such rezoning:

- a. Planting beds and electric vehicle chargers shall be installed as depicted on the Project Plan.

Attached is a first amendment to the development agreement that has been executed by the petitioner. It includes the revised final PUD site plan with the changes proposed by the petitioner along with those previously approved by staff. Also attached for reference is the recorded development agreement which includes the originally approved final PUD site plan.

FISCAL IMPACT

BUDGET SUMMARY	
EXPENDITURE REQUIRED	\$0.00
AMOUNT CURRENTLY BUDGETED	\$0.00
BUDGET AMENDMENT REQUIRED	\$0.00
FUNDING SOURCE/ GL NUMBER	\$0.00
WAS THIS A BUDGETED EXPENSE?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

OTHER FISCAL IMPACTS: (Select all that apply.)

No fiscal impact

Revenue impact (details below)

Workload impact (details below)

Operations Impact (details below)

REVENUE IMPACT: *Provide a description of how this item will impact revenue. (Is this item expected to create additional/new revenue? Will this item have a negative impact on revenue? Which funds would be impacted? Provide additional details, as necessary.)*

N/A

WORKLOAD IMPACT: *If this item will require staff time to implement, operate or maintain, provide a description of the workload impact. (Will more staff be needed? Is this workload able to be absorbed by existing staff? If new FTE(s) are needed, provide details of position classification and duties. Provide additional details, as necessary.)*

N/A

OPERATIONS IMPACT: *If the item requires a budget adjustment, please identify source of additional funds and any proposed cuts to other operations, programs and services.*

N/A

ALIGNMENT WITH COMMISSION APPROVED PLANS, POLICIES, AND PROGRAMS

Provide a description of how this item aligns with the strategic plan, aging in place plan, and sustainability and climate action plans. Include any specific goals or action steps it supports.

N/A

COMMUNITY ENGAGEMENT

Provide a description of any community engagement efforts made for this item. Include information on tools used, participation information, and general sentiments.

N/A

BOARD AND COMMISSION FEEDBACK

Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:

N/A

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

Be it resolved that the revised final PUD site plan (SP 23-08-11) to construct a two-story building with 10 multiple-family dwellings at a vacant lot on the east side of Greenfield Road south of West 13 Mile Road (parcel no. 25-07-101-027) is hereby approved; and

Be it further resolved that the first amendment to the development agreement required under Article VIII, Planned Unit Development (PUD), of the City of Royal Oak Zoning Ordinance is hereby approved, pending any final revisions from the City Attorney, and that the Mayor and City Clerk are hereby authorized to execute the first amendment.

FUND IMPACTED:	
APPROPRIATIONS:	INCREASE (DECREASE)
<i>N/A</i>	\$0.00
TOTAL APPROPRIATIONS	\$0.00
NET INCREASE (DECREASE) TO FUND BALANCE	\$0.00

ATTACHMENTS:

- 1 First Amendment to the Development Agreement with Proposed Revisions to the Final PUD Site Plan**
- 2 Recorded Development Agreement and Approved Final PUD Site Plan**

(Above space for recording purposes.)

FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT (the “First Amendment”) is hereby entered into and among BAKER PROPERTIES, LLC, 32327 Norwood Drive, Warren, Michigan 48902, a Michigan limited liability company (“Developer”), and the CITY OF ROYAL OAK, MICHIGAN, 203 South Troy Street, Royal Oak, Michigan 48067, a Michigan municipal corporation (the “City”), on July 22, 2024.

RECITALS

WHEREAS the City and the Developer entered into a Development Agreement dated October 9, 2023, with respect to the development of the property commonly known as Lots 246, 247, and 248 of the Prairie Lawn Acres Subdivision Number 2, Royal Oak, Michigan, or parcel number 25-07-101-027, as more particularly described within Exhibit A of this First Amendment (the “Development Parcel”); and

WHEREAS the Developer desires to make certain amendments to the approved site plan for the Development Parcel as included within Exhibit B to the Development Agreement (the “Project Plan”); and

WHEREAS Section 8.3 of the Development Agreement provides that any change to the Project Plan must be approved by the City; and

WHEREAS the City, by action of its City Commission at its meeting of July 22, 2024, has accepted the offer of the Developer to make this First Amendment; and

WHEREAS the City hereby approves the amendments to the Project Plan submitted by the Developer attached to this First Amendment as Exhibit B (the “Revised Project Plan”); and

WHEREAS, the Developer and the City seek to amend the Development Agreement, as stated below, with all other terms and conditions remaining in full force and effect.

NOW, THEREFORE, the Developer and the City agree to the following amendments to the Development Agreement:

A. Subparagraph (a) of Section 3.4, Zoning, of Article 3, Description of Project, shall be amended to read as follows:

a. Planting beds and electric vehicle chargers shall be installed as depicted on the Project Plan.

B. Exhibit B of the Development Agreement is replaced in its entirety with the Revised Project Plan attached as Exhibit B to this First Amendment.

C. This First Amendment is made by the City pursuant to authority granted under Article VIII, Planned Unit Development (PUD), Section 770-99, Procedure for Review, of the City of Royal Oak Zoning Ordinance, and all other applicable laws and City ordinances.

D. This First Amendment shall be recorded with the Oakland County Register of Deeds at the expense of the Developer. The drawings attached as Exhibit B are not required to be recorded and the City shall maintain such documents in its books and records.

E. Terms capitalized herein which are not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

F. All other terms and conditions of the original Development Agreement remain in full force and effect and have not been altered or effected by this First Amendment.

IN WITNESS WHEREOF, the City and the Developer, by and through their duly authorized representatives, have executed this First Amendment to the Development Agreement as of the day and year first above written.

CITY OF ROYAL OAK, MICHIGAN
a Michigan municipality

By: Michael C. Fournier
Its: Mayor

By: Melanie S. Halas
Its: City Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing First Amendment to the Development Agreement was acknowledged before me this ____ day of _____, 2024, by Michael C. Fournier, Mayor, on behalf of the City of Royal Oak, a Michigan municipality.

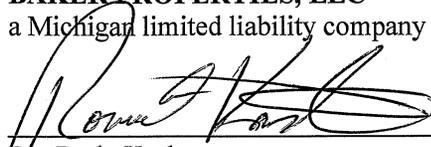
_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing First Amendment to the Development Agreement was acknowledged before me this ____ day of _____, 2024, by Melanie S. Halas, City Clerk, on behalf of the City of Royal Oak, a Michigan municipality.

_____, Notary Public
Oakland County, Michigan
My Commission Expires: _____

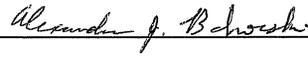
BAKER PROPERTIES, LLC
a Michigan limited liability company


By: Rudy Kashat
Its: Sole Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Development Agreement was acknowledged before me this 10th day of July, 2024, by Rudy Kashat, Sole Member, on behalf of Baker Properties, LLC, a Michigan limited liability company.

ALEXANDER BAHORSKI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MACOMB
My Commission Expires April 15, 2029
Acting in the County of Oakland


_____, Notary Public
Oakland County, Michigan
My Commission Expires: 4/15/2029

Exhibits:

- A – Legal Description of Development Parcel
- B – Revised Project Plan

Drafted by and when recorded return to:

Planning Division
Community Development Department
City of Royal Oak
203 S. Troy St.
Royal Oak, MI 48067

EXHIBIT A

Development Parcel

Land situated in the City of Royal Oak, in the County of Oakland, State of Michigan, described as follows:

T1N, R11E, SEC 7, PRAIRIE LAWN ACRES SUB NO 2, LOTS 246, 247 & 248.

[Parcel Identification Number: 25-07-101-027].

[Street Address: N/A].

EXHIBIT B

Revised Project Plan



SPLIT-FACE CONCRETE MASONRY PRIVACY WALL

ORNAMENTAL TREE

ORNAMENTAL TREE

PITCH SINGLE WALL SCENE



An architectural profile reminiscent of beautifully classic roof lines delivers significant light output in this modern LED wall sconce suitable for both indoor and outdoor applications. The Pitch Single's die-cast metal body houses powerful LED light sources that create visual appeal as light cascades down along a wall.

High quality LM80-tested LEDs for consistent long-life performance and color

Outstanding protection against the elements:
 • Marine-grade powder coat finishes
 • Stainless Steel mounting hardware
 • Impact-resistant, UV stabilized frosted acrylic lensing

Can be mounted for up lighting or down lighting

SPECIFICATIONS

DELIVERED LUMENS	400
WATTS	24.1
VOLTAGE	120V, 277V
OPERATING	ESD
LIGHT DISTRIBUTION	Downward
ADJUSTABLE OPTIONS	Overlight or highlight
CEC	2700K, 3000K
CR	90
COUCH DIMENSION	3" High
BUSHING	3/8" DIA. G1/2
BACK KEY	Compatible Overlight
WET LISTED	NO
GENERAL LISTING	ETL
CALENDAR TITLE 24	Can be used to comply with CEC 2016 Title 24 Part 6 for outdoor use. Register with CEC Hardware Database for compliance.
START TEMP	30°C
FIELD SERVICEABLE LED	NO
CONSTRUCTION	Aluminum
HARDWARE	Stainless Steel
FINISH	Marine Grade Powder Coat
LED LIFE TIME	1.7x 10,000 Hours
TEMPERATURE	3" High
WEIGHT	1.2 lbs.



ORDERING INFORMATION

ZOOMSPRIT	SIZE	FINISH	LAMP
1	120V	ESD	400LM 2700K 100
2	277V	ESD	400LM 2700K 100
3	120V	ESD	400LM 3000K 100
4	277V	ESD	400LM 3000K 100

techlighting.com

BUILDING LIGHTING



www.GUMMAGROUP.net

7419 Middlebelt Rd, Suite 4
 West Bloomfield, MI 48322
 (248) 865-5555 Fax (248) 865-5015

Project:

Greenfield Lane Apartments

GREENFIELD ROAD
 ROYAL OAK, MICHIGAN

Designed _____
 Drawn _____
 Approved _____
 Scale AS NOTED

Notes

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Project No. **2024003**

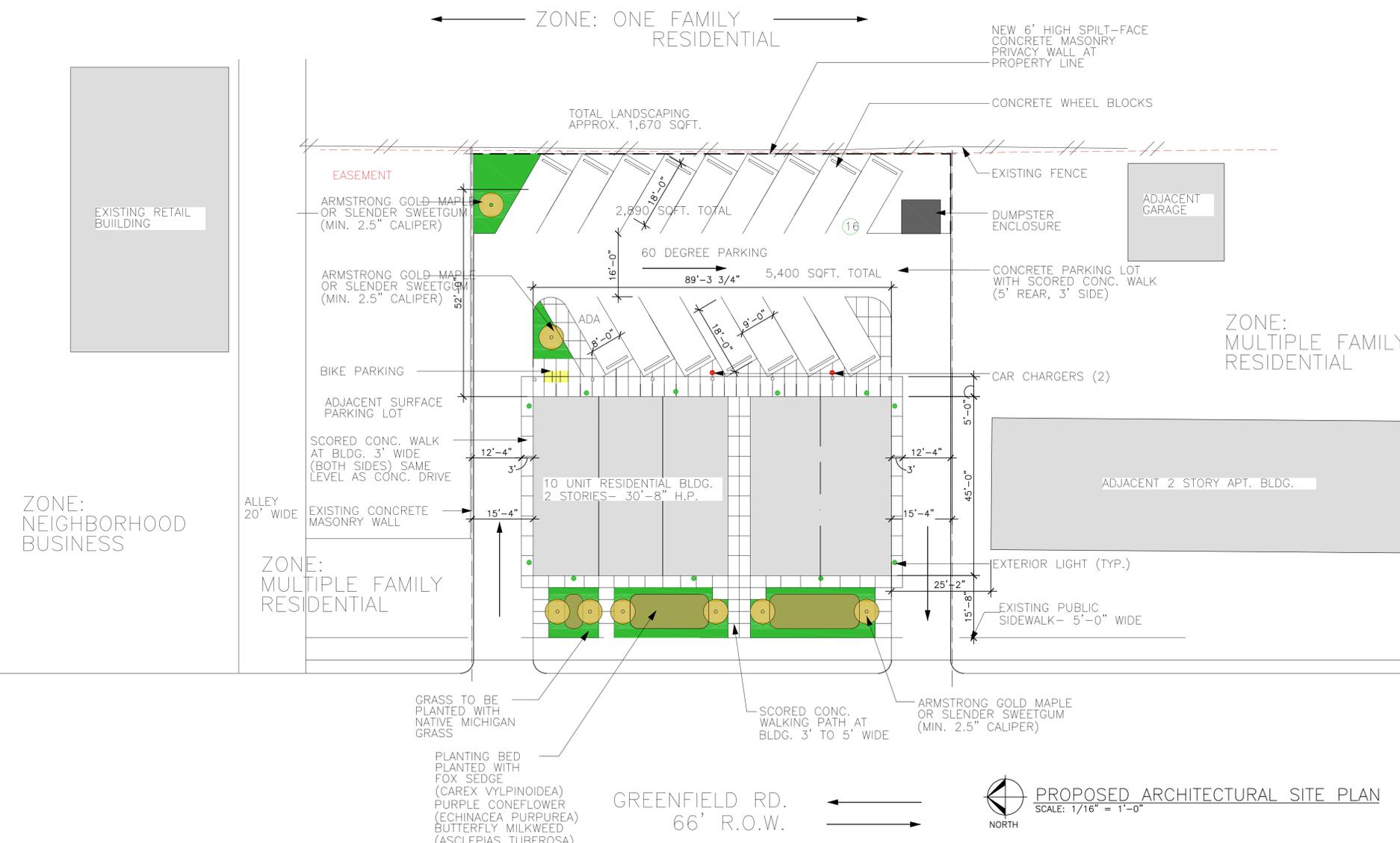
Issued

Permit Set **2024_0520**

Sheet Title and Number

SITE PLAN

SP.101



CODE REFERENCE

THE DRAWINGS ARE SUBMITTED FOR THE PROPOSED NEW APARTMENT BUILDING.
 PARCEL #2507101027

LEGAL DESCRIPTION: PRAIRIE LAWN ACRES SUB #2
 T1N, R11E, SEC 7, PRAIRIE LAWN ACRES SUB #2
 LOTS 246, 247, 248T

GENERAL CONTR. TO COMPLY W/ ALL FEDERAL, STATE, CITY AND LOCAL CODES WHERE APPLICABLE
 ALL NEW CONSTRUCTION SHALL COMPLY TO THE FOLLOWING.

- MICHIGAN BUILDING CODE 2015
- ICC/ANSI A117.1, 2009 & MICHIGAN BARRIER FREE DESIGN LAW OF PUBLIC ACT 1 OF 1966 AS AMENDED.
- INTERNATIONAL RESIDENTIAL CODE 2015
- MICHIGAN MECHANICAL CODE 2015 (M.M.C.)
- MICHIGAN PLUMBING CODE 2015 (M.P.C.)
- INTERNATIONAL FUEL GAS CODE 2015 (I.F.G.C.)
- ENERGY CODE: MBC 2015 (MICHIGAN BUILDING CODE 2015) - CHAPTER 13 & MEC 2015 (MICHIGAN ENERGY CODE 2015) - CHAPTER 4 &
- INTERNATIONAL FIRE CODE 2012 (I.F.C.)
- FIRE SUPPRESSION NFPA 13-2010
- MICHIGAN ELECTRICAL CODE BASED ON 2014 N.E.C. W/ PART 8 AMENDMENTS
- PROJECT SHALL COMPLY W/ MBC 2015 CHP. 35
- REFERENCE STANDARDS

PROJECT DATA:

ZONING	MULTIPLE FAMILY (P.U.D.)
TOTAL SITE AREA	.34 ACRES (14,662 SF.)
USE GROUP	R2
CONSTRUCTION TYPE	VA: SPRINKLERED
PARKING	MULTIPLE FAMILY
	2 PER UNIT = 20 (VARIANCE REQUESTED TO BE 1.6 PER UNIT 16 TOTAL)

SITE REQUIREMENTS:

MINIMUM LOT	9,000 SF. (2 UNITS) + 3,000 SF. PER ADDITIONAL 1 UNIT
MINIMUM WIDTH	33,000 S.F. REQUIRED/ 14,662 S.F. PROVIDED
MINIMUM BUILDING HEIGHT	N/A
MAXIMUM BUILDING HEIGHT	36'-0" MAXIMUM

FRONT YARD SETBACKS (BUILDING):	25'-0" MINIMUM (15'-8" PROVIDED - VARIANCE REQUIRED)
SIDE YARD SETBACK (BUILDING):	25'-0" MINIMUM (15'-4" PROVIDED - VARIANCE REQUIRED)
REAR YARD SETBACK (BUILDING):	25'-0" MINIMUM (52'-0" PROVIDED)

DISTANCE BETWEEN PRINCIPLE BUILDINGS: 20'-0" MINIMUM (25'-0" PROVIDED)

SITE DATA

NEW BUILDING AREA	7,600 SF. GROSS S.F.
LOT COVERAGE	.38%
BUILDING HEIGHT	2 STORY / 30'-8" T.O. ROOF FACE



Project:

Greenfield Lane Apartments

GREENFIELD ROAD
ROYAL OAK, MICHIGAN

Designed _____
Drawn _____
Approved _____
Scale AS NOTED

Notes

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Project No. **2024003**

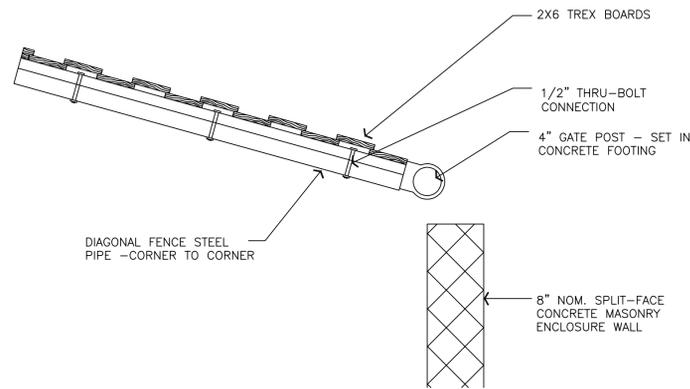
Issued

Permit Set **2024_0520**

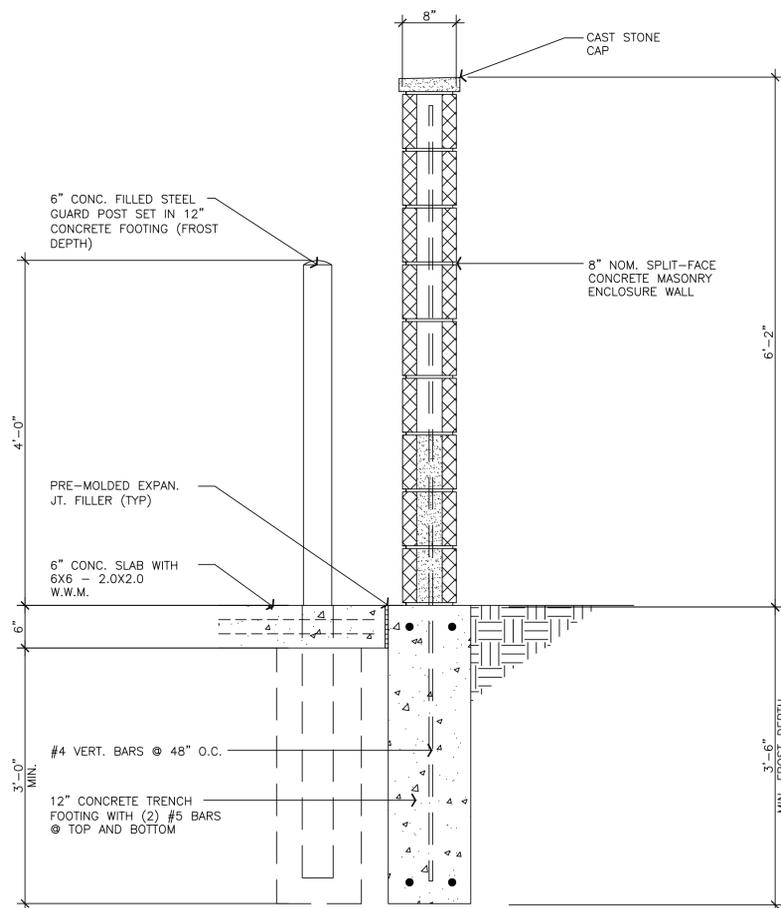
Sheet Title and Number

SITE DETAILS

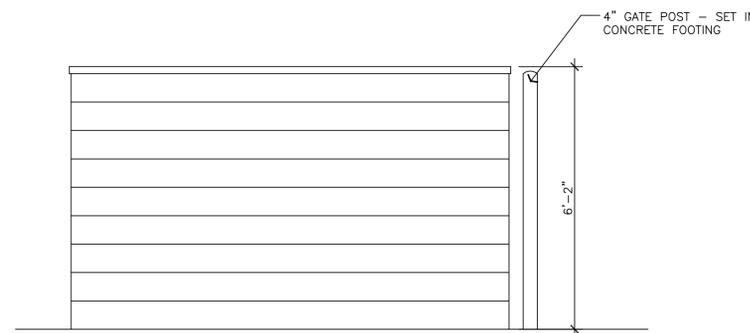
SP.102



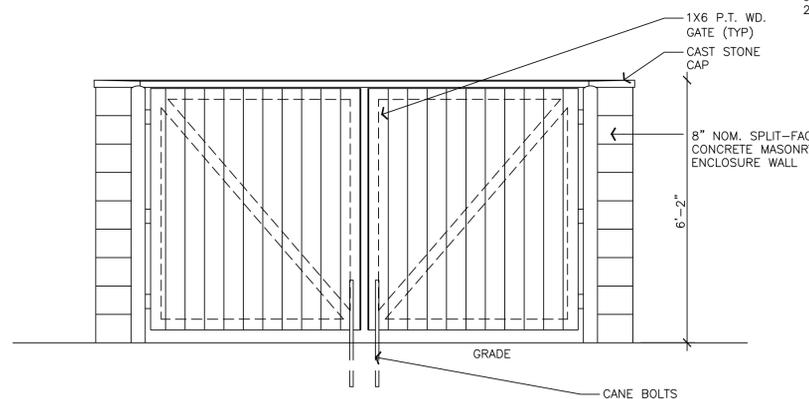
6 DUMPSTER ENCLOSURE GATE DETAIL
SCALE: 1" = 1'-0"



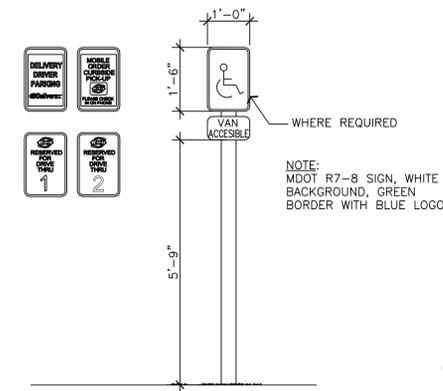
5 DUMPSTER ENCLOSURE SECTION/ CONCRETE MASONRY WALL (SIM.)
SCALE: 1" = 1'-0"



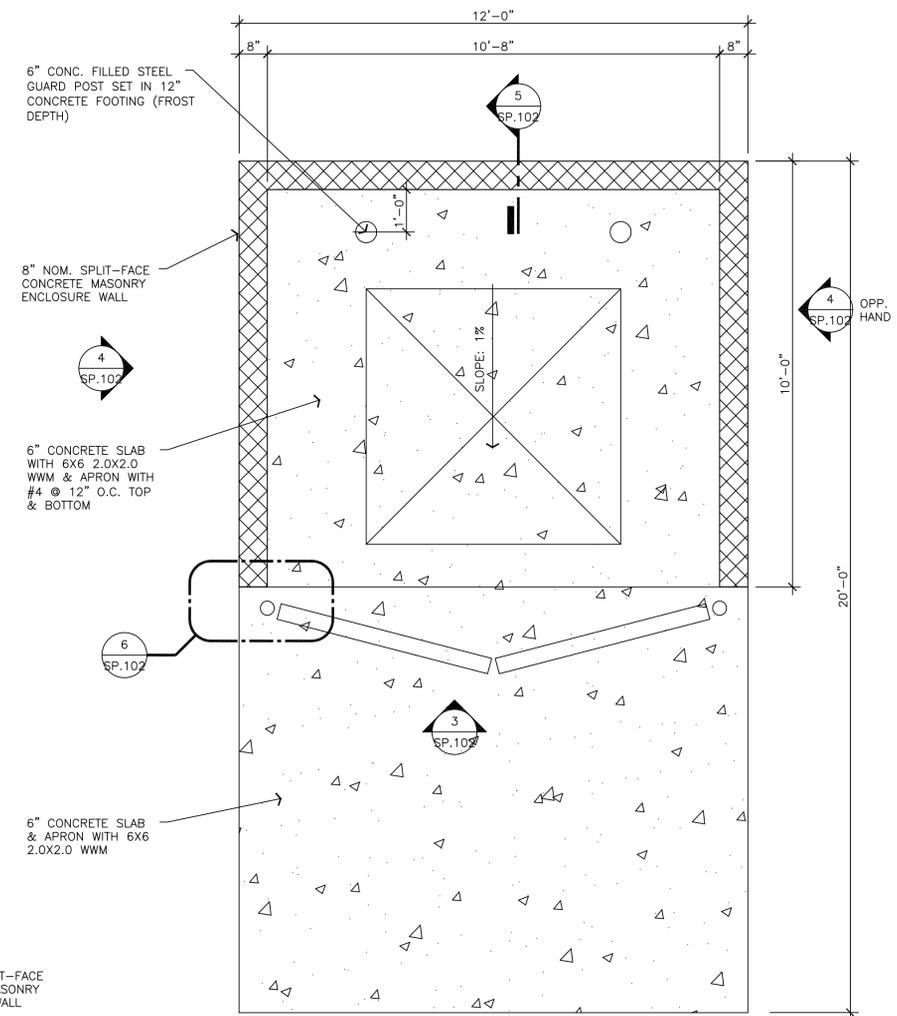
4 DUMPSTER ENCLOSURE ELEVATION
SCALE: 1/2" = 1'-0"



3 DUMPSTER ENCLOSURE ELEVATION
SCALE: 1/2" = 1'-0"



2 TYP. POST MTD. HANDICAP SIGN DETAIL
SCALE: N.T.S.



1 DUMPSTER ENCLOSURE PLAN
SCALE: 1/2" = 1'-0"



Sun for Life



SOLAR PANEL, BATTERY, AND LED ALL IN ONE!
BLS SERIES

Video



1600 to 8100 lm

Upon proper installation and start-up, Beghelli does not guarantee product performance meets specified performance levels. Unknown environmental conditions affect performance. In no event shall Beghelli be liable for special, incidental or consequential damages related directly or indirectly to the lack of product functionality and / or performance.



Division: Beghelli USA ©2023

Sun for Life



Specifications

LUCE SOLARE	BLS-2A	BLS-4A	BLS-6A	BLS-8A	BLS-10A
System Wattage	11.3 W	22.6 W	33.9 W	45.3 W	56.6 W
Max Lumen Output	1630 lm	3259 lm	4888 lm	6518 lm	8148 lm
Color Temperature	5700K				
Discharge Time*	10 -12 hrs				
Charge Time*	6 hrs min	8 hrs min	8 hrs min	8 hrs min	
Mounting Height	7 - 10 ft	9 - 13 ft	15 - 20 ft	19 - 26 ft	21 - 32 ft
Effective Projected Area (EPA)	2.3 ft ²	3.2 ft ²	4.5 ft ²	6.4 ft ²	6.4 ft ²
Weight	19.8 lbs	24.6 lbs	27 lbs	45 lbs	47.4 lbs
Warranty	3 years				

* Varies based on conditions.

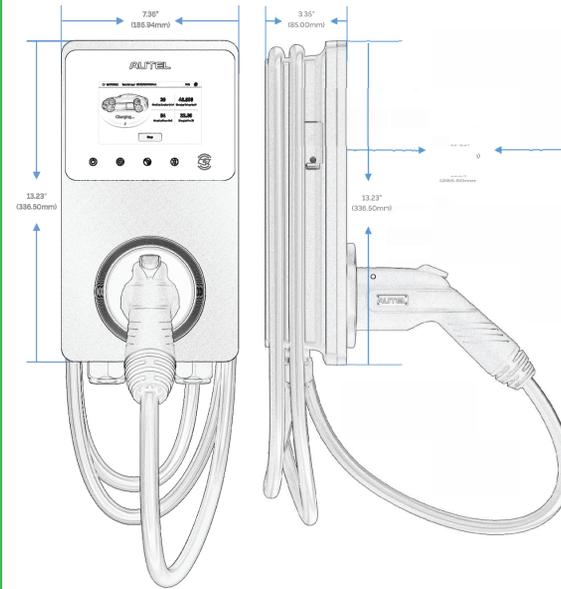
Upon proper installation and start-up, Beghelli does not guarantee product performance meets specified performance levels. Unknown environmental conditions affect performance. In no event shall Beghelli be liable for special, incidental or consequential damages related directly or indirectly to the lack of product functionality and / or performance.



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AUTEL

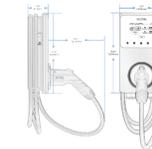
MAXICHARGER™
ACELITE BUSINESS
LEVEL 2 ELECTRIC VEHICLE CHARGER
SPECIFICATIONS



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AUTEL

AUTEL MAXICHARGER™
ACELITE BUSINESS
LEVEL 2 ELECTRIC VEHICLE CHARGER



SPECIFICATIONS

POWER	12kW (240V AC/50A) 208V±15%, 240V±15%, 60Hz
INPUT/OUTPUT POWER RATING & CURRENT	
INPUT/OUTPUT VOLTAGE	
NETWORK TYPE	L1/N+PE, L1/L2/PE
INPUT CORD	Hardwired
CONNECTOR TYPE	SAE J1772, 25ft (7.6m)
GROUND FAULT DETECTION	20mA CCID
PROTECTION	Overcurrent, Overvoltage, Undervoltage, Integrated Surge Protection
POWER MEASUREMENT ACCURACY	Full Scale

OPERATIONAL RATINGS	
ENCLOSURE RATING	NEMA 4
OPERATING TEMPERATURE RANGE	-40°F → +131°F (-40°C → +55°C)
STORAGE TEMPERATURE RANGE	-40°F → +185°F (-40°C → +85°C)
MOUNTING	Wall Or Floor Using A Pedestal
DIMENSIONS (H-W-D)	13.23"x7.36"x3.36" (336x187x85mm)

USER INTERFACE	
STATUS INDICATION	LED/APP/Touch Screen (5 inch LCD, 800*480)
USER INTERFACE	Autel Charge APP; Autel Charge Cloud
CONNECTIVITY	Bluetooth, Wi-Fi, Ethernet, 4G, CAN, RS485
COMMUNICATION PROTOCOLS	OCPP 1.6.J (Can Be Upgraded To OCPP 2.0.1 Later)
USER AUTHENTICATION	APP, RFID Card
CARD READER	ISO 15693, ISO 14443, NFC
SOFTWARE UPDATE	OTA

CERTIFICATION & STANDARDS	
SAFETY & COMPLIANCE	UL 2231-1, UL 2231-2, UL 2894, NEC Article 625, CSA C22.2
EMC COMPLIANCE	FCC IS Class B
CERTIFICATION	Energy Star, OpenADR 2.0b
WARRANTY	36 Months, Warranty Extension Available

DESCRIPTION	PART NO.	MODEL NO.	POWER SUPPLY
MAXICHARGER AC ELITE BUSINESS CS0	MCC50AH	MAXI US AC W12-L-4G	HARDWIRED



1.844.765.0150 | WWW.AUTELENERGY.COM | AUTELENERGY@AUTEL.COM

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7419 Middlebelt Rd, Suite 4
West Bloomfield, MI 48322
(248) 865-5555 Fax (248) 865-5015

Project:

Greenfield Lane Apartments

GREENFIELD ROAD
ROYAL OAK, MICHIGAN

Designed _____

Drawn _____

Approved _____

Scale AS NOTED

Notes

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Project No. **2024003**

Issued

Permit Set **2024_0520**

Sheet Title and Number

PROPOSED SITE ELEMENTS

SP.103

Project:

Greenfield Lane Apartments

GREENFIELD ROAD
ROYAL OAK, MICHIGAN

Designed _____
Drawn _____
Approved _____
Scale **AS NOTED**

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Project No. **2024003**

Issued

Permit Set 2024_0520

Sheet Title and Number

FLOOR PLAN

A101

ARCHITECTURAL WALL KEYNOTES:

XXXX DOOR TAG, REFER TO A401 DOOR SCHEDULE

X WINDOW TAG, REFER TO A401 WINDOW SCHEDULE

WS-1 3/5" BRICK VENEER OVER 5/8" AIR CAVITY OVER 1" RIGID WALL INSULATION OVER AIR BARRIER OVER 5/8" EXTERIOR SHEATHING OVER 2X6 WOOD STUDS @ 16" OC W/ 5 1/2" BATT INSULATION OVER INTERIOR GYP BOARD

WS-1B 3/5" BRICK VENEER OVER 5/8" AIR CAVITY OVER 1" RIGID WALL INSULATION OVER AIR BARRIER OVER 5/8" EXTERIOR SHEATHING OVER 2X6 WOOD STUDS @ 16" OC OVER 5/8" EXTERIOR SHEATHING OVER EXTERIOR SIDING SYSTEM

WS-2 EXTERIOR SIDING SYSTEM OVER 5/8" EXTERIOR SHEATHING OVER 2X6 WOOD STUDS @ 16" OC W/ 5 1/2" BATT INSULATION OVER INTERIOR GYP BOARD

WS-2B EXTERIOR SIDING SYSTEM OVER 5/8" EXTERIOR SHEATHING OVER 2X6 WOOD STUDS @ 16" OC OVER 5/8" EXTERIOR SHEATHING OVER EXTERIOR SIDING SYSTEM

GENERAL NOTES - FLOOR PLANS

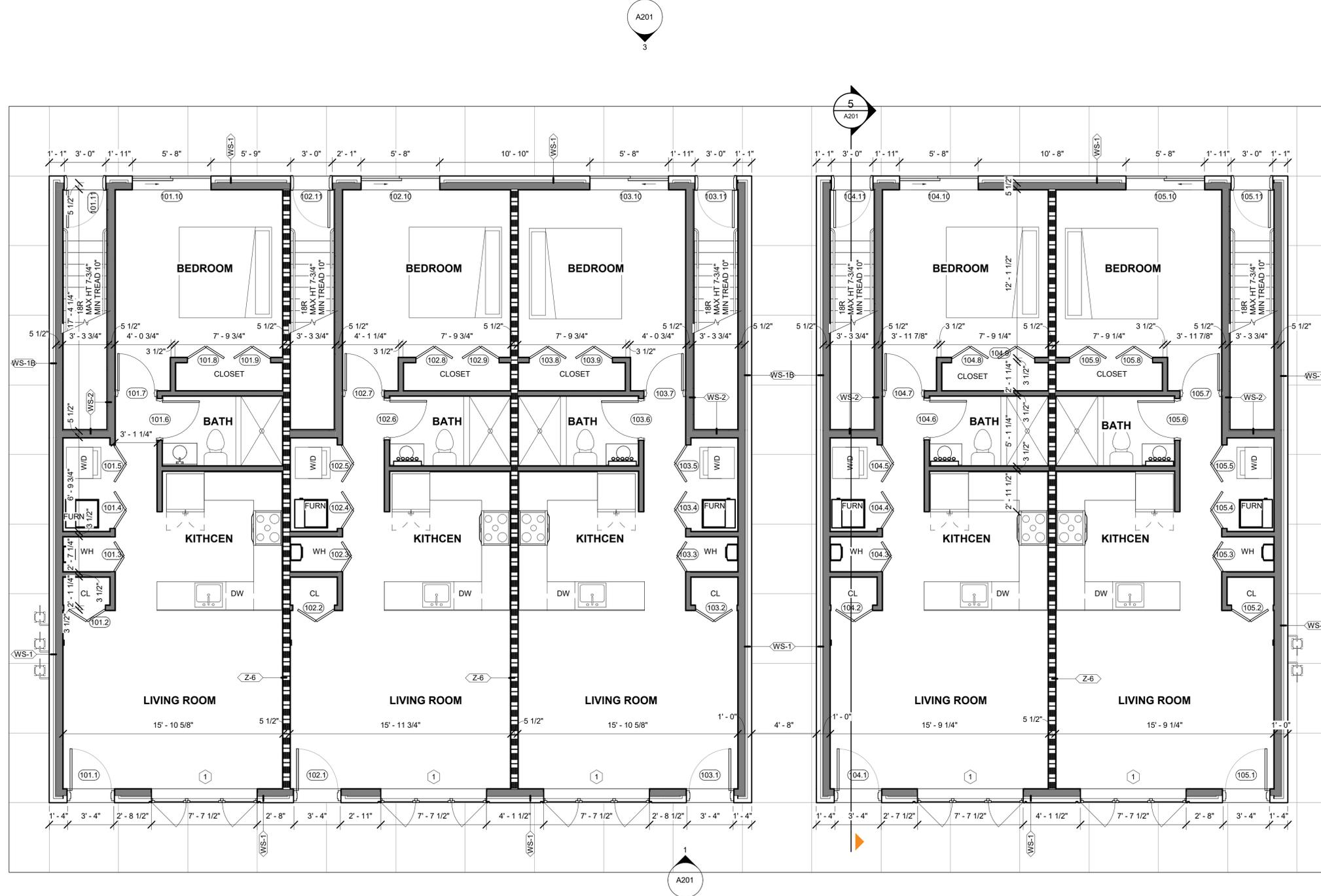
A. REFER TO THE PROJECT GENERAL NOTES FOR GENERAL PROJECT REQUIREMENTS.

B. ALL PARTITIONS SHALL BE B3; REFER TO SHEET G001 AND SHALL EXTEND TO DECK ABOVE, UNLESS NOTED OTHERWISE

C. CONTRACTOR SHALL VERIFY OWNER PREFERENCE OF WOOD BLOCKING FOR EACH UNIQUE ITEM (EQUIPMENT, FIXTURE, ETC.) THAT WILL BE WALL-MOUNTED. WHERE PERMITTED BY THE OWNER, ANY WOOD BLOCKING SHALL BE FIRE RETARDANT TREATED. CONTRACTOR SHALL PROVIDE ALL BLOCKING AS REQUIRED TO SUPPORT WALL MOUNTED ACCESSORIES, INCLUDING BUT NOT LIMITED TO DOOR STOPS, CABINETS, AND SHELVING.

D. DIMENSIONS FOR INTERIOR PARTITION AND EXTERIOR WALL LAYOUT ARE TO STUD FACE OF EACH WALL, UNLESS OTHERWISE NOTED.

OWNER TO PROVIDE ALL INTERIOR FINISHES. ALL FINISHES SHALL BE CLASS B AND COMPLY WITH MICHIGAN BUILDING CODE TABLE 803.11 AND NFPA 101 TABLE A.10.2.2



01 FIRST FLOOR
Scale: 1/4" = 1'-0"



Project:

Greenfield Lane Apartments

GREENFIELD ROAD
ROYAL OAK, MICHIGAN

Designed _____
Drawn _____
Approved _____
Scale AS NOTED

Notes

All drawings and written material appearing herein constitute original and unpublished work of Gumma Group and may not be duplicated, used or disclosed without the written consent of Gumma Group.

Do not scale drawings. Use given dimensions only. If not shown, verify correct dimensions with Gumma Group. Contractor shall check and verify all dimensions and conditions at job site.

Project No. **2024003**

Issued

Permit Set 2024_0520

Sheet Title and Number

FLOOR PLAN

A102

ARCHITECTURAL WALL KEYNOTES:

XXX DOOR TAG, REFER TO A401 DOOR SCHEDULE

X WINDOW TAG, REFER TO A401 WINDOW SCHEDULE

WS-1 3 5/8" BRICK VENEER OVER 5/8" AIR CAVITY OVER 1" RIGID WALL INSULATION OVER AIR BARRIER OVER 5/8" EXTERIOR SHEATHING OVER 2X6 WOOD STUDS @ 16" OC W/ 5 1/2" BATT INSULATION OVER INTERIOR GYP BOARD

WS-1B 3 5/8" BRICK VENEER OVER 5/8" AIR CAVITY OVER 1" RIGID WALL INSULATION OVER AIR BARRIER OVER 5/8" EXTERIOR SHEATHING OVER 2X6 WOOD STUDS @ 16" OC OVER 5/8" EXTERIOR SHEATHING OVER EXTERIOR SIDING SYSTEM

WS-2 EXTERIOR SIDING SYSTEM OVER 5/8" EXTERIOR SHEATHING OVER 2X6 WOOD STUDS @ 16" OC W/ 5 1/2" BATT INSULATION OVER INTERIOR GYP BOARD

WS-2B EXTERIOR SIDING SYSTEM OVER 5/8" EXTERIOR SHEATHING OVER 2X6 WOOD STUDS @ 16" OC OVER 5/8" EXTERIOR SHEATHING OVER EXTERIOR SIDING SYSTEM

GENERAL NOTES - FLOOR PLANS

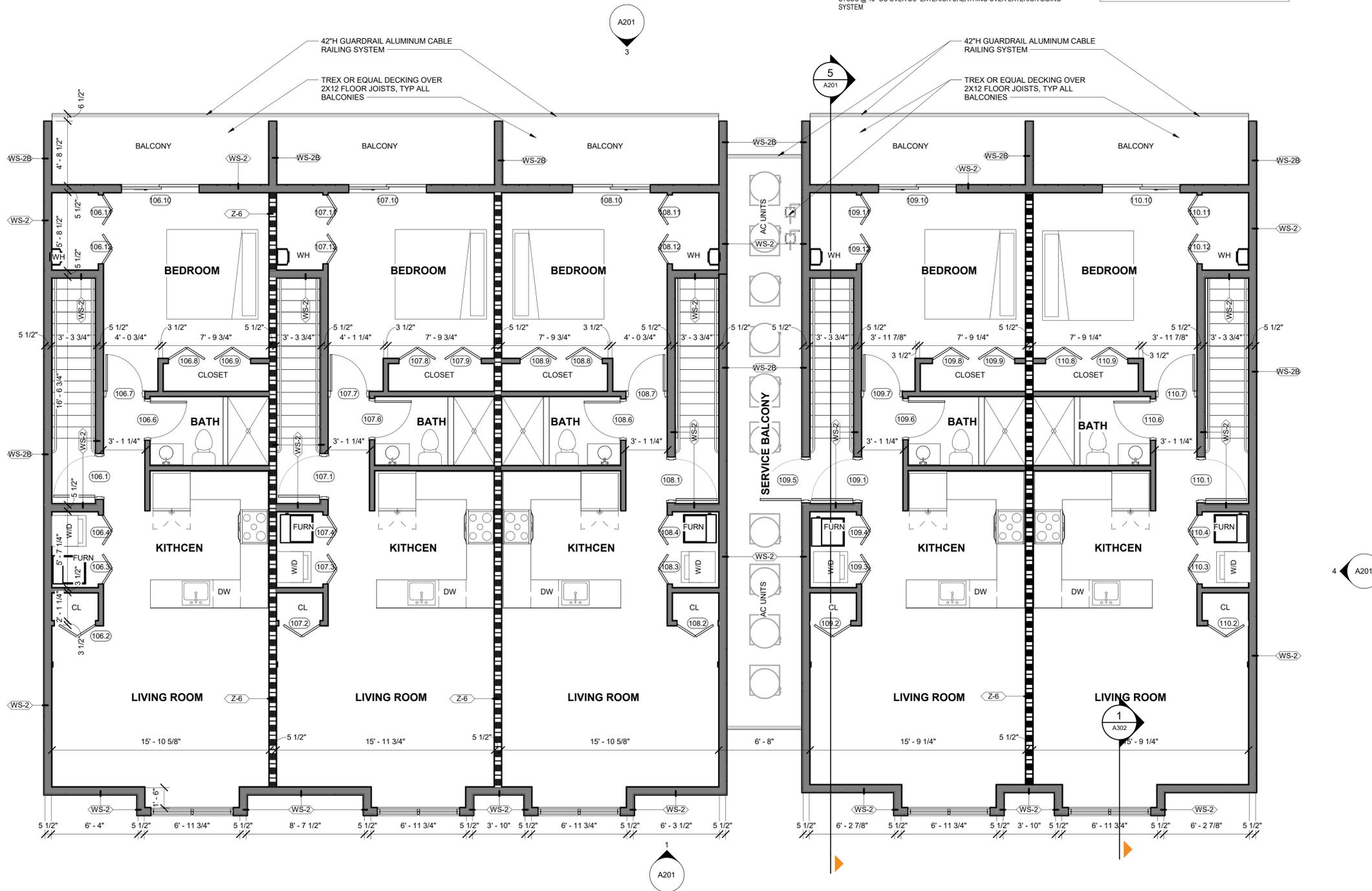
A. REFER TO THE PROJECT GENERAL NOTES FOR GENERAL PROJECT REQUIREMENTS.

B. ALL PARTITIONS SHALL BE B3; REFER TO SHEET G001 AND SHALL EXTEND TO DECK ABOVE, UNLESS NOTED OTHERWISE

C. CONTRACTOR SHALL VERIFY OWNER PREFERENCE OF WOOD BLOCKING FOR EACH UNIQUE ITEM (EQUIPMENT, FIXTURE, ETC.) THAT WILL BE WALL-MOUNTED, WHERE PERMITTED BY THE OWNER. ANY WOOD BLOCKING SHALL BE FIRE RETARDANT TREATED. CONTRACTOR SHALL PROVIDE ALL BLOCKING AS REQUIRED TO SUPPORT WALL MOUNTED ACCESSORIES, INCLUDING BUT NOT LIMITED TO DOOR STOPS, CABINETS, AND SHELVING.

D. DIMENSIONS FOR INTERIOR PARTITION AND EXTERIOR WALL LAYOUT ARE TO STUD FACE OF EACH WALL, UNLESS OTHERWISE NOTED.

OWNER TO PROVIDE ALL INTERIOR FINISHES. ALL FINISHES SHALL BE CLASS B AND COMPLY WITH MICHIGAN BUILDING CODE TABLE 803.11 AND NFPA 101 TABLE A.10.2.2



1 | 02 SECOND FLOOR
A201 | Scale: 1/4" = 1'-0"



Project:

Greenfield Lane Apartments

GREENFIELD ROAD
ROYAL OAK, MICHIGAN

Designed _____
Drawn _____
Approved _____
Scale AS NOTED

Notes

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Do not scale drawings. Use given dimensions only. If not shown, verify correct dimensions with Gumma Group. Contractor shall check and verify all dimensions and conditions at job site.

Project No. **2024003**

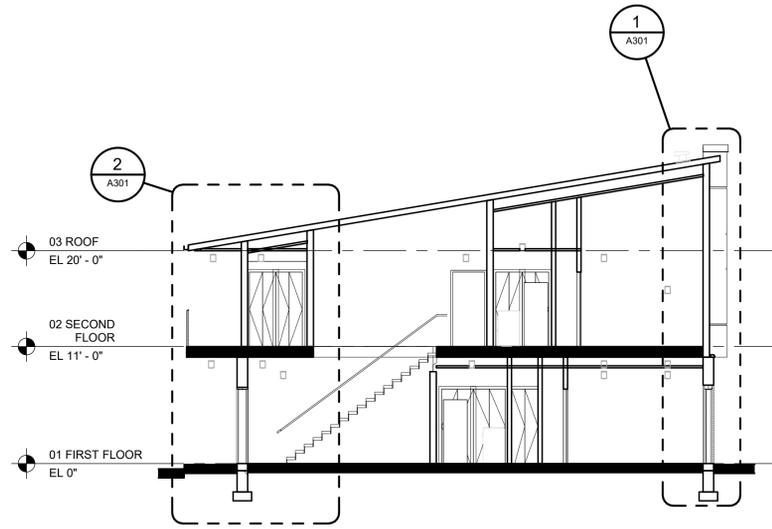
Issued

Permit Set 2024_0520

Sheet Title and Number

EXTERIOR ELEVATIONS

A201



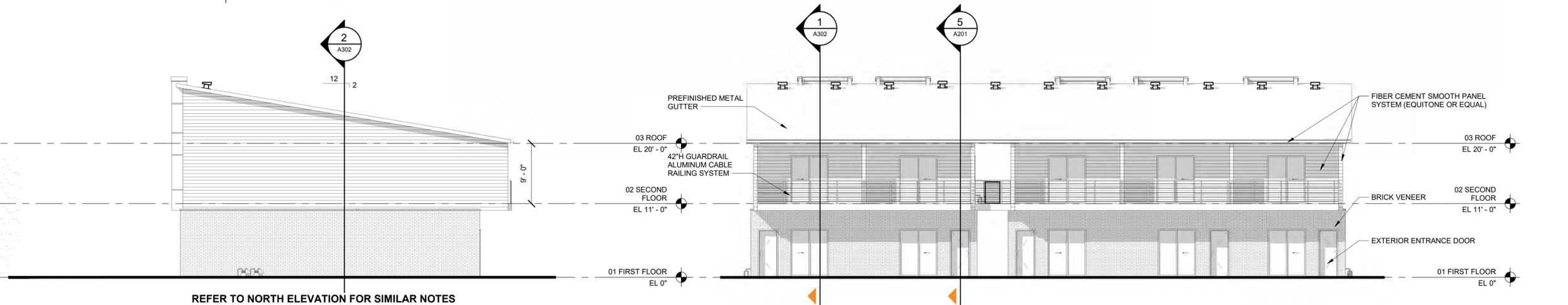
5 | **CROSS SECTION**
A101 | Scale: 1/8" = 1'-0"



RENDERING OF WEST ELEVATION



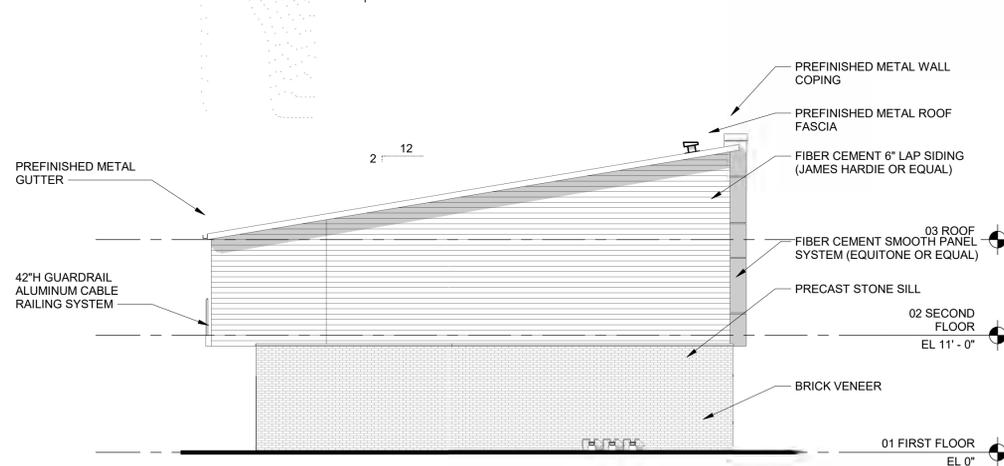
RENDERING OF EAST ELEVATION



REFER TO NORTH ELEVATION FOR SIMILAR NOTES

4 | **SOUTH ELEVATION**
A101 | Scale: 1/8" = 1'-0"

3 | **EAST ELEVATION**
A101 | Scale: 1/8" = 1'-0"



2 | **NORTH ELEVATION**
A101 | Scale: 1/8" = 1'-0"



1 | **WEST ELEVATION**
A101 | Scale: 1/8" = 1'-0"



(Above space for recording purposes.)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is hereby entered into and among BAKER PROPERTIES, LLC, 32327 Norwood Drive, Warren, Michigan 48902, a Michigan limited liability company ("Developer"), and the CITY OF ROYAL OAK, MICHIGAN, 203 South Troy Street, Royal Oak, Michigan 48067, a Michigan municipal corporation ("City"), on October 9, 2023.

ARTICLE 1 RECITALS

1.1 The Developer is currently the fee owner of real property commonly known as Lots 246, 247, and 248 of the Prairie Lawn Acres Subdivision Number 2, Royal Oak, Michigan, or parcel number 25-07-101-027, as more particularly described on the attached Exhibit A (collectively referred to herein as, the "Development Parcel").

1.2 The Developer intends to improve the Development Parcel with multiple-family dwellings.

1.3 The Developer has submitted a plan for the Development Parcel identifying the components of the development, which was accepted by the City for potential review and approval, in accordance with all applicable Laws and City ordinances. The approved plan is attached as Exhibit B (the "Project Plan").

1.4 The Developer has requested that the City rezone the Development Parcel from "Multiple-Family Residential" to "Planned Unit Development" in order to redevelop the site with multiple-family dwellings, as set forth in the Project Plan.

1.5 The Developer is requesting approval of this Development Agreement in accordance with Article VIII, Planned Unit Development (PUD), § 770-99, Procedure for Review, of the City of Royal Oak Zoning Ordinance, which requires the execution of a development agreement containing the basic terms and provisions of the approval, a clarification of the mutual understanding of the parties with regard to the lawfulness of the development approval, and any conditions imposed.

1.6 The Royal Oak Planning Commission, at its regular meetings of August 15, 2023, and September 12, 2023, held public hearings and forwarded the final site plan to the Royal Oak City Commission without a formal recommendation.

1.7 The City and the Developer wish to establish the terms and conditions under which the Development Parcel will be developed, owned, and maintained by the Developer and its successors and assigns.

993293

First American Title ²²

NOW, THEREFORE, for and in consideration of the approval of the Planned Unit Development pursuant to City Ordinance, the acquisition and development of the Development Parcel by the Developer, and the mutual covenants and agreements of the parties contained herein, the receipt, adequacy, and sufficiency of which is hereby acknowledged, the City and Developer agree to this Development Agreement in its entirety as follows:

ARTICLE 2

DEFINITIONS AND COVENANTS

In addition to certain terms defined in other sections of this Agreement, the City and the Developer agree that the following definitions and covenants contained therein shall apply to this Development Agreement:

2.1 "City Ordinances" means all ordinances, enactments, rules, regulations, and policies of the City, including, but not limited to, zoning and land use ordinances and requirements (specifically including the Royal Oak Zoning Ordinance, Sign Ordinance, and Subdivision Regulations Ordinance); building codes, ordinances, uses, and requirements; safety and health ordinances and requirements; site plan and building plan review and approval guidelines, procedures, requirements, and conditions; ordinances, rules, and regulations governing utilities, streets, curb cuts, site improvements, sidewalks, lighting, and similar improvements; ordinances and rules assessing tap-in fees, connection charges, use fees, and any other fees, charges, and expenses; and police, safety, and traffic rules and regulations.

2.2 "Developer's Site Plan" means the Site Plan submitted by the Developer and reviewed and considered by the Royal Oak Planning Commission and approved by the City Commission pursuant to City Ordinances.

2.3 "Development Agreement" means this Development Agreement by and among the City and the Developer.

2.4 "Development Parcel" means the parcel that is subject to the Planned Unit Development, the legal description for which is attached as Exhibit A.

2.5 "Effective Date" means October 19, 2023, which is ten (10) days after the date set forth at the top of this Development Agreement.

2.6 "Improvements" means any improvement(s) which may be constructed from time to time on the Development Parcel including but not limited to, streets, driveways and walkways, utilities, storm water systems, buildings, and landscaping and rights-of-way improvements, which Improvements shall be constructed in accordance with all Laws and City Ordinances.

2.7 "Laws" means all laws, statutes, orders, ordinances, codes, rules, regulations, or standards of any federal, state, city, or similar governmental agency or authority having jurisdiction thereof, including, without limitation, building and use codes and requirements, Americans with Disabilities Act, handicap and similar legislation, safety and health laws and requirements, and environmental laws.

2.8 "Party" or "Parties" means any one or more of the City and the Developer.

2.9 "Person" means an individual, corporation, partnership (either general or limited), trust, limited liability company, limited liability partnership, entity, or other form of organization, or one or more of them, as the context may require.

2.10 "Project Plan" means the drawings and plans attached as Exhibit B as revised to satisfy any and all conditions imposed by the City Commission.

2.11 "Planned Unit Development" means the designation of the Development Parcel as a Planned Unit Development pursuant to the Zoning Ordinance provisions and developed in accordance with this Development Agreement, the Project Plan, and in compliance with all Laws and City Ordinances.

2.12 "Transfer" or "Transferred" means the sale, exchange, assignment, conveyance, exchange, transfer, or other disposition in one or more transactions or events, directly or indirectly, of the legal or beneficial interest in all or any part of (a) the Developer's interest in the Development Parcel, or (b) this Development Agreement or any beneficial interest therein; provided, however, that Developer may at any time freely (i) mortgage all or any part of the Development Parcel, or (ii) sell or lease or otherwise convey all or any part of the Development Parcel to an entity affiliated with Developer, or to any other Person or entity who agrees in writing to abide by the terms and conditions of this Development Agreement and the Project Plan (each, a "Permitted Transferee"), none of which shall be prohibited by this Development Agreement or otherwise.

ARTICLE 3

DESCRIPTION OF PROJECT

3.1 Project Description. The Project involves the development of the Development Parcel as contained in the Project Plan and attached as Exhibit B. The project shall be constructed in compliance with the approved Project Plan and owned, operated, maintained, and used in compliance with this Development Agreement and any and all Laws and City Ordinances.

3.2 Development Parcel. The property is described in Exhibit A.

3.3 Project Plan. The Project is depicted in the Project Plan attached as Exhibit B, which was part of the Planning Commission approval, as revised to satisfy any and all conditions imposed by the City Commission. The Developer shall, or shall cause Permitted Transferees, to prepare and submit final construction documents consistent with the Project Plan for each building and necessary to comply with all applicable Laws and City Ordinances.

3.4 Zoning. The Development Parcel is now hereby zoned Planned Unit Development pursuant to the City Ordinances. The following conditions shall apply to such rezoning:

a. Solar panels, pervious pavers, rain gardens, and electric vehicle chargers shall be installed as depicted on the Project Plan.

b. All paving, utilities, and work within public rights-of-way shall be in accordance with the specifications and standards of the City Engineer. All electrical, telephone, and similar utilities shall be placed underground.

c. Exterior lighting shall comply with § 770-96 (B), Exterior Lighting from Direct Sources, of the Zoning Ordinance and all other Codes and Ordinances.

d. Performance bonds shall be posted in amounts to be determined by the Building Official.

e. The Project Plan shall meet all other code and ordinance requirements, as determined by the Building Official, Fire Marshal, and City Engineer, prior to the issuance of any

building or right-of-way permits. Such requirements include, but are not limited to, the Michigan Building Code, the Fire Prevention Ordinance (Chapter 340), and the Stormwater Detention Ordinance (Chapter 644).

3.5 Permitted Uses. The Development Parcel is to be developed into and maintained for one (1) building with ten (10) multiple-family dwellings, as depicted in the Project Plan on Exhibit B attached hereto, provided that any material change to the approved Project Plan, or any other use or uses materially different from the Permitted Uses, shall require review and approval by the City Commission. The City shall have the sole and absolute discretion to determine what constitutes a material change to the approved Project Plan, and what constitutes a minor change that may be reviewed and approved administratively by city staff. The City shall also have the sole and absolute discretion to determine whether any other use or uses are materially different than the Permitted Uses.

3.5 Deviations from Zoning Ordinance Standards. The City hereby approves the following deviations to required Zoning Ordinance standards:

- a. No more than ten (10) multiple-family dwellings shall be permitted.
- b. Building setbacks shall be as depicted on the plan sheets.
- c. No fewer than sixteen (16) off-street parking spaces shall be provided.
- d. Dimensions of off-street parking spaces, maneuvering aisles, and driveways shall be as depicted on the plan sheets.
- e. Landscaping, screening, and open spaces shall be as depicted on the plan sheets, and a fee of two thousand five hundred dollars (\$2,500.00) shall be paid into the city's tree replacement fund.

3.7 Signage. All signage shall comply with the required standards of § 607-5, Sign Area 1, and all other applicable sections of City of Royal Oak Sign Ordinance or receive the necessary variances from the Planning Commission according to § 607-16, Compliance; Violations; Appeals; Variances.

3.8 Conditions Subsequent to Rezoning. If any of the following events occur, then this Development Agreement shall be null and void and the zoning of the Development Parcel shall revert to the "Multiple-Family Residential" zoning classification: the Developer's failure to commence improvements to the Development Parcel within two (2) years from the Effective Date.

3.9 Force Majeure. Notwithstanding anything to the contrary contained in Section 3.8 above, if any failure or inability of the Developer to meet the conditions set forth in Section 3.8 is caused by delay beyond the reasonable control of the Developer, such as war, civil insurrection, strike, inclement weather, inability to procure material or labor, and the like, then the Developer shall be given an extension of time to satisfy the aforesaid conditions equal to the period of delay.

ARTICLE 4 GENERAL PROVISIONS

4.1 The City's Representations and Warranties. The City hereby makes the following representations and warranties to the Developer, which representations and warranties shall be true and correct as of the date hereof, and shall be deemed to have been renewed and restated as of the Effective Date of this Development Agreement.

a. Authority. The City has the authority to enter into this Development Agreement and to perform and carry out all obligations, covenants, and provisions hereof. The City's authority shall be evidenced by appropriate resolution(s) made at the City Commission meetings on or before the date set forth at the top of this Development Agreement.

b. Zoning Compliance. The Development Agreement complies with the requirements of City ordinances, including Article VIII, Planned Unit Development (PUD), § 770-98, PUD Regulations, of the City's Zoning Ordinance.

c. Sole Body. The City Commission is the sole and appropriate municipal body to enter into the Development Agreement with the Developer.

d. Timely Review of Plans. The City will provide timely review and approval, if appropriate, of the plans and documents of the Project Plan, and all amendments and additional matters submitted by the Developer or Permitted Transferees, and/or any of their successors and assigns, to achieve the purposes of this Development Agreement.

e. Land Use. The intended land use of multiple-family dwellings is permissible under the City's Zoning Ordinance.

f. Use Approval. The uses approved by the City Commission shall be valid for as long as the Developer, Permitted Transferees, and/or any of their successors and assigns utilize the Development Parcel for the approved uses pursuant to this Development Agreement and the Project Plan.

g. Restraints. Neither the execution nor delivery of this Development Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.

h. Disclosure. No representation or warranty by the City, or any statement or certificate furnished to the Developer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

i. Litigation. The City has no notice of and there is no pending or threatened litigation, administrative action, or examination, claim, or demand before any court or any federal, state, or municipal governmental department, commission, board, bureau, agency, or instrumentality thereof which would affect the City or its principals from carrying out the covenants and promises made herein.

4.2 Developer Representations and Warranties. The Developer hereby makes the following representations and warranties to the City, which representations and warranties shall be true and correct as of the date hereof, shall be deemed to have been renewed and restated as of the effective date of this Development Agreement, and shall survive and shall continue as long as the obligations of the Developer under this Development Agreement:

a. Organization. The Developer is duly organized and validly existing in good standing under the laws of the State of Michigan and has all requisite power and authority to own and operate its assets and properties, to carry on its business as now being conducted, and to enter into and perform the terms of the Development Agreement.

b. Authorization. The execution and delivery of this Development Agreement and consummation of the transactions contemplated hereby have been duly authorized by the Developer.

c. Restraints. Neither the execution nor delivery of this Development Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the Developer's organizational documents, or any agreement to which the Developer is a party or by which either of them is bound.

d. Disclosure. No representation or warranty by the Developer, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

e. Litigation. The Developer does not have any notice of and there is no pending or threatened litigation, administrative action, or examination, claim, or demand before any court or any federal, state, or municipal governmental department, commission, board, bureau, agency, or instrumentality thereof which would affect the Developer or its principals from carrying out the covenants and promises made herein.

f. Financial. The Developer is financially able to develop the Development Parcel.

g. Utilities and Public Rights of Way. The Developer has either (i) determined that all lines, systems, and facilities for storm water, sanitary sewer, natural gas, electricity, communications, and all other utilities (collectively "Utility Lines") are of sufficient size and capacity for the development of the Development Parcel, or (ii) committed to construct, improve, expand, or otherwise install sufficient and adequate Utility Lines to serve the Development Parcel at the sole cost and expense of the Developer. The Developer acknowledges and agrees that, to the extent any Utility Lines must be relocated in order to develop the Project, then the Developer shall relocate all such Utility Lines and refurbish same, as deemed desirable by the City's Engineering Division.

4.3 Additional Matters. The Developer shall, or shall cause the appropriate Permitted Transferees of the Development Parcel to prepare and submit any and all documents and drawings necessary to obtain all permits for the development pursuant to the Project Plan to the City (including all appropriate departments and divisions) in order to obtain the approval of all appropriate City departments and divisions

ARTICLE 5

DEVELOPMENT AND CONSTRUCTION OF THE PROJECT

5.1 Construction of Improvements. This Section of the Development Agreement describes the process and submittal information required for the development and construction of each building on the Project Plan, which may or may not be developed in separate, distinct, and independent phases or sequences of construction. The Parties anticipate that the Developer and/or Permitted Transferees will submit applications to the City for approval of construction documents and other information required by City Ordinances for development of the respective buildings of the Development Parcel. Development which complies in all respects to this Development Agreement, the Project Plan, and City Ordinances shall be entitled to be approved at the conclusion of the applicable review procedure

of the City. Each individual building of the Development Parcel, including the site work for, and construction of, that building, shall, if constructed, be completed in accordance with the requirements of the City's Building Division, and all applicable Laws and City Ordinances.

5.2 Construction of Improvements. For each building the Developer and/or Permitted Transferees elects to construct, the Developer or the Permitted Transferees shall obtain all permits, licenses, and approvals required by the Laws and City Ordinances for the construction of that building of the Project Plan and complete the construction of such building in accordance with this Development Agreement.

5.3 Certificate of Occupancy. The City shall not be obligated and the Developer acknowledges and agrees that the City has no obligation under any circumstances to issue any temporary or permanent certificate of occupancy for the construction or improvement of or permit occupancy of any building or improvements unless and until the work has been completed in accordance with the requirements of this Development Agreement, provided, the City will issue a temporary certificate of occupancy under the following circumstances: (a) the construction of a building structure in the Project Plan is substantially completed, and (b) the requirements in the City Ordinances for the issuance of a temporary certificate of occupancy are satisfied. Upon completion of building structure within the Development Parcel pursuant to the Project Plan, the City will issue a permanent certificate of occupancy. The remedy of the right to withhold the issuance of any temporary or permanent certificate of occupancy or to permit occupancy of buildings or improvements shall be in addition to and not in substitution for all remedies available to the City under this Development Agreement.

5.4 Survival. The Developer acknowledges and agrees that all of the obligations of the Developer under this Development Agreement survive and shall be covenants running with the land and binding upon the Developer, its successors and assigns, and the Permitted Transferees for the benefit of the City and the respective successors and assigns. Any party acquiring an interest in the Development Parcel shall be bound by the covenants and obligations of this Development Agreement applicable to the respective component of the Development Parcel, or portion thereof, which they acquire. In the event the Developer or any successor Permitted Transferee shall sell or convey an interest in the Development Parcel, all liabilities and obligations on the part of the original Developer or such successor owner under this Development Agreement accruing thereafter shall terminate, and all such liabilities and obligations shall be binding upon the new owner.

ARTICLE 6

EVENTS OF DEFAULT AND REMEDIES

6.1 Default by Developer. Each of the following shall constitute an Event of Default of the Developer or Permitted Transferees under this Development Agreement: the Developer's or Permitted Transferees' failure to perform any of its obligations under this Development Agreement, which remain uncured for a period of thirty (30) days following written notice by the City, unless the default cannot be cured through the exercise of good faith and due diligence (including the expenditure of necessary funds), in which event the Developer or Permitted Transferees shall be entitled to an additional period of time to cure, provided and so long as the Developer or Permitted Transferees have diligently commenced the cure within such thirty (30) day period, completion of the cure within the thirty (30) days was not avoidable by the exercise of due diligence and the Developer or Permitted Transferees continue to prosecute the cure with due diligence and in good faith until cured.

6.2 Default Remedies of the City. Upon an occurrence of an Event of Default of the Developer or Permitted Transferees, which remains uncured, after notice and failure to cure pursuant to this Development Agreement, the City shall be entitled to the rights and remedies available at law or in equity.

6.3 Default by the City. Each of the following shall constitute an Event of Default of the City under this Development Agreement: the City's failure to perform any of its obligations under this Development Agreement, which remain uncured for a period of thirty (30) days following written notice by the Developer or Permitted Transferees, unless the default cannot be cured through the exercise of good faith and due diligence (including the expenditure of necessary funds), in which event the City shall be entitled to an additional period of time to cure as reasonably determined by the Developer or Permitted Transferees, but in no event beyond ninety (90) days, provided and so long as the City has diligently commenced the cure within such thirty (30) day period, completion of the cure within the thirty (30) days was not avoidable by the exercise of due diligence and the City continues to prosecute the cure with due diligence and in good faith until cured.

6.4 Default Remedies of the Developer. Upon an occurrence of an Event of Default by the City, which remains uncured, after notice and failure to cure pursuant to this Development Agreement, the Developer or Permitted Transferees shall be entitled to the rights and remedies available at law or in equity.

6.5 Non-Liability of Individuals. No City official, officer, employee, board member, City Commission member, elected or appointed official, attorneys, consultants, advisors, agents, and representatives shall be personally liable to the Developer for any default or breach by the City of any obligation under this Development Agreement or in any manner arising out of the performance of this Development Agreement by any Party or the Project. Moreover, no member, partner, official, officer, employee, board member, attorneys, consultants, advisors, agents, and representatives of the Developer or Permitted Transferees shall be personally liable to the City for any default or breach by any of them of any obligation under this Development Agreement or in any manner arising out of the performance of this Development Agreement by any Party or the Project.

ARTICLE 7 **NOTICES**

All notices, consents, approvals, requests, and other communications, herein collectively called "Notices," required or permitted under this Development Agreement shall be given in writing, signed by an authorized representative of the City or the Developer, and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier, or transmitted by electronic means to a Party as follows:

To City:	Director of Community Development City of Royal Oak 203 South Troy Street Royal Oak, Michigan 48067 Telephone: (248) 246-3280 E-Mail: timt@romi.gov
With a Copy to:	City Attorney City of Royal Oak 203 South Troy Street Royal Oak, Michigan 48067 Telephone: (248) 246-3240 E-Mail: niccolas.grochowski@romi.gov
To Developer:	Rudy Kashat Baker Properties, LLC 32327 Norwood Dr. Warren, Michigan 48092 Telephone: (248) 789-9408 E-Mail: aschomesmi@gmail.com

With a Copy to: Dennis G. Cowan
 Plunkett Cooney, PC
 38505 Woodward Avenue Suite 2000
 Bloomfield Hills, Michigan 48304
 Telephone: (248) 901-4029
 E-Mail: DCowan@plunkettcooney.com

All such notices, certificates, or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by electronic means is verified, or two days after mailing by registered or certified mail. Any party may by notice given under this Development Agreement designate any further or different addresses or recipients to which subsequent notices, certificates, or communications hereunder shall be sent.

ARTICLE 8

MISCELLANEOUS

8.1 **Duration.** This Development Agreement shall be effective upon execution by the City and the Developer and shall continue in full force and effect in all respects until the Development Agreement is terminated by the City pursuant to an Event of Default by the Developer, as defined herein above, or as is otherwise agreed in writing by the Parties.

8.2 **Entire Agreement.** This Development Agreement and the attached exhibits set forth all of the covenants, agreements, stipulations, promises, conditions, and understandings between the Developer and the City concerning the Project Plan. Neither the City, nor the Developer, nor their respective partners, members, board and commission members, elected and appointed officials, employees and volunteers, attorneys, consultants, advisors, agents, and representatives, and boards, commissions, and authorities, have made any covenant, agreement, stipulation, promise, condition, or understanding, warranty, or representation, either oral or written, other than set forth herein.

8.3 **Amendment.** This Development Agreement shall not be modified, altered, or amended except by written agreement duly executed by the Developer, a Permitted Transferee, if applicable, and the City as authorized by the City Commission. Any use or uses of the Development Parcel materially different than the Permitted Uses referenced in Section 3.5, or any material change or modification to the documents, drawings, and submittals contained in Exhibit B which constitute the approved Project Plan, shall require an amendment to this Development Agreement as determined necessary in the sole and absolute discretion of the City.

8.4 **Third-Party Beneficiaries.** No term or provision of this Development Agreement is intended to be, or shall be, for the benefit of any Person not a Party hereto, and no such Person shall have any right or cause of action hereunder.

8.5 **Invalidity of Particular Provision.** The invalidity of any article, section, subsection, clause, or provision of this Development Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof which shall remain valid and be enforced to the fullest extent permitted by law.

8.6 **Captions.** The captions in this Development Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge, or describe the scope or intent of this Development Agreement nor in any way shall affect this Development Agreement or the construction of any provision hereof.

8.7 Waivers. A Party may not waive any default, condition, promise, obligation, or requirement applicable to the other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure by the City or Developer to insist upon strict performance of any covenant, agreement, term, or condition of this Development Agreement or to the exercise any right or remedy in the event of default, shall constitute a waiver of any such default of such covenant, agreement, term, or condition.

8.8 Conflicts. In the event of any conflict between this Development Agreement and any agreement attached as an exhibit, or any other document executed pursuant to or in furtherance of this Development Agreement or the Project Plan, this Development Agreement shall control, unless such other agreement is signed by the City and expressly provides to the contrary.

8.9 Recording. This Development Agreement shall be recorded by the Developer with the Oakland County Register of Deeds as soon as is practical after execution. The City, the Developer, its successors and assigns (including any Permitted Transferees as applicable) may, acting together by an approved writing signed by all parties, terminate this Development Agreement by recording a Notice of Termination with the Oakland County Register of Deeds, at the expense of the City.

8.10 Cumulative Remedies. The rights and remedies of the City set forth in this Development Agreement are not exclusive and are in addition to all other rights and remedies provided by law or in equity.

8.11 Governing Law. This Development Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan. The Developer agrees, consents, and submits to the personal jurisdiction of any competent court of jurisdiction in the County of Oakland, State of Michigan for any action brought against it arising out of this Development Agreement. The Developer also agrees not to commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation, and enforcement of this Development Agreement in any courts other than those in the County of Oakland, State of Michigan.

8.12 Successors and Assigns. The covenants, conditions, and agreements in this Development Agreement shall be binding upon and inure to the benefit of the Developer and the City, and their respective successors and assigns. The Developer and Permitted Transferees agree that this Development Agreement shall not be assigned except in accordance with the provisions of this Development Agreement.

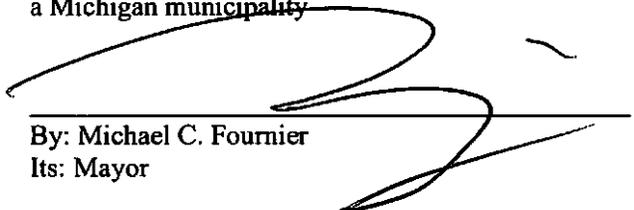
8.13 Legal Fees. In the event any Party commences litigation or other action to enforce such Party's rights or the other Party's obligations under this Development Agreement, the Prevailing Party shall be entitled to recover reasonable attorney fees, witness fees, expert fees, costs, and expenses in connection therewith. As used herein, "Prevailing Party" shall mean the Party who obtains an order of enforcement, similar remedy, or a judgment or award against the other Party, or in the event of a counterclaim or cross claim, a judgment which exceeds any claim, counterclaim, judgment, or award of the other Party.

8.14 Joint Drafting. This Development Agreement has been negotiated by the parties and each Party has joined in and contributed to the drafting of this Development Agreement. Accordingly, there shall be no presumption favoring or burdening any one or more of the parties hereto based upon draftsmanship.

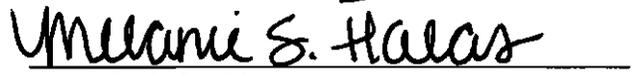
8.15 Counterparts. This Development Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Developer, by and through their duly authorized representatives, have executed this Development Agreement as of the day and year first above written.

CITY OF ROYAL OAK, MICHIGAN
a Michigan municipality



By: Michael C. Fournier
Its: Mayor



By: Melanie S. Halas
Its: City Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Development Agreement was acknowledged before me this 9th day of October, 2023, by Michael C. Fournier, Mayor, on behalf of the City of Royal Oak, a Michigan municipality.

DEANNA BRASWELL
NOTARY PUBLIC - MICHIGAN
MACOMB COUNTY
ACTING IN THE COUNTY OF Oakland
MY COMMISSION EXPIRES APRIL 24, 2029

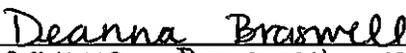
Acting in


Deanna Braswell, Notary Public
Oakland County, Michigan
My Commission Expires: 04-24-2029

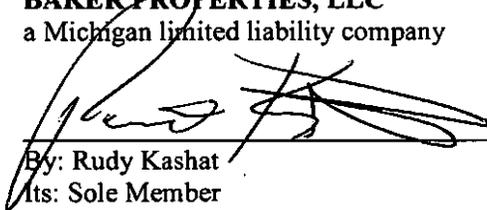
STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Development Agreement was acknowledged before me this 9th day of October, 2023, by Melanie S. Halas, City Clerk, on behalf of the City of Royal Oak, a Michigan municipality.

DEANNA BRASWELL
NOTARY PUBLIC - MICHIGAN
MACOMB COUNTY
ACTING IN THE COUNTY OF Oakland
MY COMMISSION EXPIRES APRIL 24, 2029

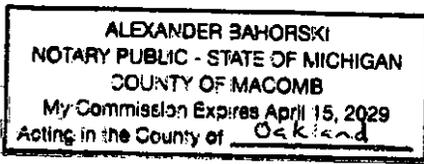

Deanna Braswell, Notary Public
Oakland County, Michigan
My Commission Expires: 04-24-2029

BAKER PROPERTIES, LLC
a Michigan limited liability company


By: Rudy Kashat
Its: Sole Member

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Development Agreement was acknowledged before me this 3 day of October, 2023, by Rudy Kashat, Sole Member, on behalf of Baker Properties, LLC, a Michigan limited liability company.



Alexander Bahorski, Notary Public
Oakland County, Michigan
My Commission Expires: April 15, 2029

Exhibits:

- A – Legal Description of Development Parcel
- B – Project Plan

Drafted by and when recorded return to:

Planning Division - michael e. Fournier (ce)
Department of Community Development:
City of Royal Oak
203 South Troy St.
Royal Oak, MI 48067

MCL 207.505(a) MCL 207.526 (a)

EXHIBIT A

Legal Description of Development Parcel

Land situated in the City of Royal Oak, in the County of Oakland, State of Michigan, described as follows:

T1N, R11E, SEC 7, PRAIRIE LAWN ACRES SUB NO 2, LOTS 246, 247 & 248.

[Parcel Identification Number: 25-07-101-027].

[Street Address: N/A].

EXHIBIT B

Project Plan



SOLAR PANELS



HONEY LOCUST



RAIN GARDENS



SPLIT-FACE CONCRETE MASONRY PRIVACY WALL



PERVIOUS PAVERS

PITCH SINGLE WALL SCENE



PHOTOMETRICS*

PITCH SINGLE	
Total Lumen Output:	833
Total Power:	26.1
Luminaire Efficacy:	31.4
Color Temp:	3000K
CRI:	80+
RoUG Rating:	81-100-GO



PROJECT INFO

PROJECT NAME & QUANTITY	JOB NAME & NO.	NOTES

© 2018 Tech Lighting, LLC. All rights reserved. "The Tech Lighting" profile is a registered trademark of Tech Lighting, LLC. Tech Lighting warrants its light fixtures and accessories to be free of defects in materials and workmanship.

PITCH SINGLE WALL SCENE

An architectural profile reminiscent of beautifully classic roof lines delivers significant light output in this modern LED wall scene suitable for both indoor and outdoor applications. The Pitch Single's die-cast metal body houses powerful LED light sources that create visual appeal as light cascades down along a wall.

- High quality LM80-tested LEDs for consistent long-life performance and color
- Outstanding protection against the elements:
- Marine-grade powder coat finishes
 - Stainless Steel mounting hardware
 - Impact-resistant, UV stabilized frosted acrylic lensing

Can be mounted for up lighting or down lighting

SPECIFICATIONS

DELIVERED LUMENS	833
WATTS	26.1
OVERALL DIMENSIONS	10.00" D x 17.00" H
FINISHING	ETC
LIGHT DISTRIBUTION	Downlight or uplight
INSTALLATION OPTIONS	Downlight or uplight
CEILING	2.75" x 3.00" x 1.00"
CEILING FINISHING	3 Step
ROUG RATING	81-100-GO
MARKING	Consistent (Downlight)
NET WEIGHT	4.00 lbs
GENERAL LISTING	E-11
CALIFORNIA TITLE 24	Can be used to comply with CEC 2016 166.24 Part 4 for outdoor use. Requires use with IEC Approved LED driver not required.
START TEMP	30°C
FREE HANGING CABLE LED	NO
CONSTRUCTION	Aluminum
HARDWARE	Stainless Steel
FINISH	Marine Grade Powder Coat
LED LIFE TIME	L70: 50,000 hours
WARRANTY*	5 Years
WEIGHT	1.2 lbs

ORDERING INFORMATION

700WSPH	SIZE	FINISH	LEAD
1	8" x 16"	3000K	100-1000-0000-0000
2	8" x 16"	3000K	100-1000-0000-0000
3	8" x 16"	3000K	100-1000-0000-0000
4	8" x 16"	3000K	100-1000-0000-0000
5	8" x 16"	3000K	100-1000-0000-0000

BUILDING LIGHTING

CODE REFERENCE

THE DRAWINGS ARE SUBMITTED FOR THE PROPOSED NEW APARTMENT BUILDING.
 PARCEL #2507101027
 LEGAL DESCRIPTION: PRAIRIE LAWN ACRES SUB #2
 T1N, R1E, SEC 7, PRAIRIE LAWN ACRES SUB #2
 LOTS 246, 247, 248T

GENERAL CONTR. TO COMPLY W/ ALL FEDERAL, STATE, CITY AND LOCAL CODES WHERE APPLICABLE
 ALL NEW CONSTRUCTION SHALL COMPLY TO THE FOLLOWING.

MICHIGAN BUILDING CODE 2015
 ICC/ANSI A117.1 2009 & MICHIGAN BARRIER FREE DESIGN LAM OF PUBLIC ACT 1 OF 1966 AS AMENDED.
 INTERNATIONAL RESIDENTIAL CODE 2015
 MICHIGAN MECHANICAL CODE 2015 (M.M.C.)
 MICHIGAN PLUMBING CODE 2015 (M.P.C.)
 INTERNATIONAL FUEL GAS CODE 2015 (I.F.G.C.)
 ENERGY CODE: MEG 2015 (MICHIGAN BUILDING CODE 2015) - CHAPTER 13 & MEG 2015 (MICHIGAN ENERGY CODE 2015) - CHAPTER 4 & INTERNATIONAL FIRE CODE 2012 (I.F.C.)
 FIRE SUPPRESSION NFPA 13-2010
 MICHIGAN ELECTRICAL CODE BASED ON 2014 N.E.C. W/ PART 8 AMENDMENTS
 PROJECT SHALL COMPLY W/ MEG 2015 CHP. 35 REFERENCE STANDARDS

PROJECT DATA:

ZONING	MULTIPLE FAMILY (P.U.D.)
TOTAL SITE AREA	.34 ACRES (14,662 SF.)
USE GROUP	R2
CONSTRUCTION TYPE	VA. SPRINKLERED
PARKING	MULTIPLE FAMILY
MULTIPLE FAMILY	2 PER UNIT = 20 (VARIANCE REQUESTED TO BE 1.6 PER UNIT 16 TOTAL)

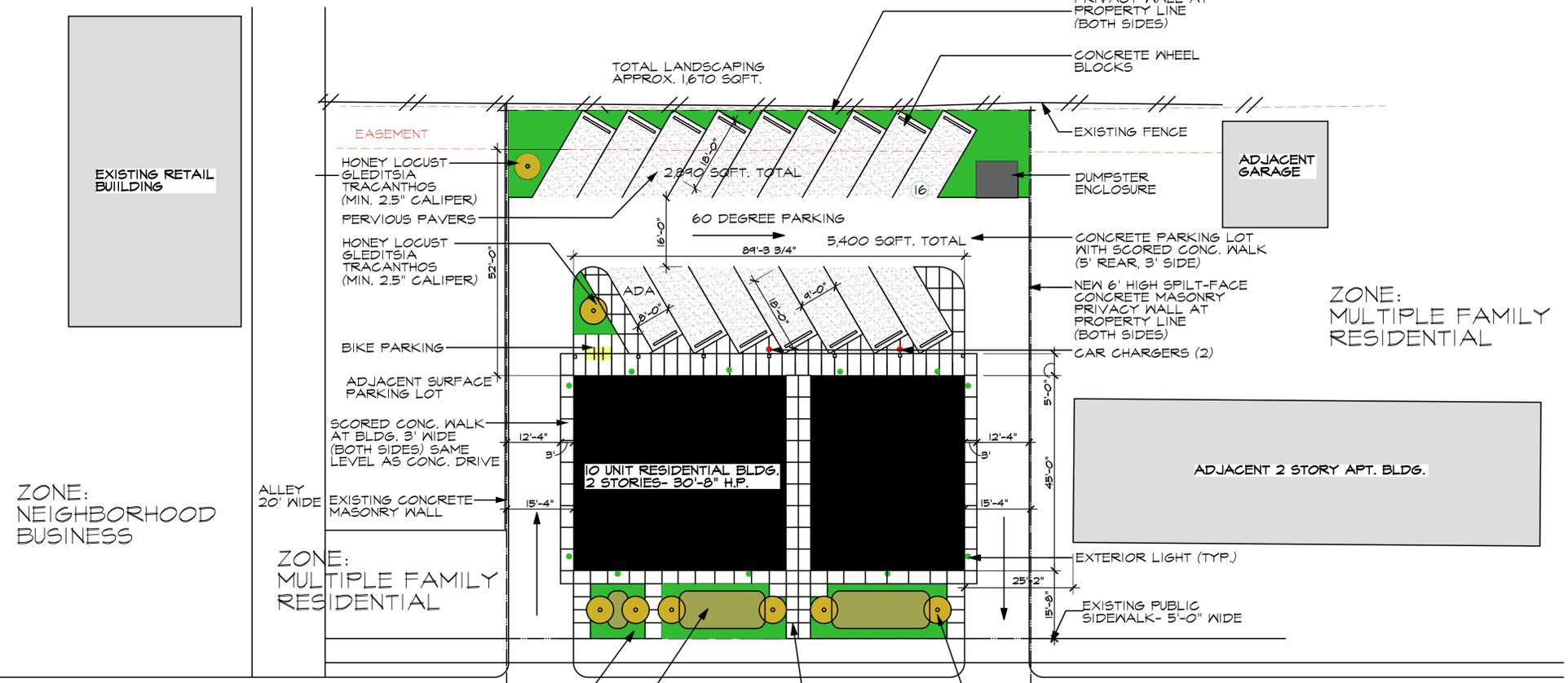
SITE REQUIREMENTS:

MINIMUM LOT	4,000 SF. (2 UNITS) + 3,000 SF. PER ADDITIONAL 1 UNIT
MINIMUM WIDTH	23,000 S.F. REQUIRED/ 14,662 S.F. PROVIDED
MINIMUM BUILDING HEIGHT	N/A
MAXIMUM BUILDING HEIGHT	36'-0" MAXIMUM
FRONT YARD SETBACKS (BUILDING):	25'-0" MINIMUM (15'-6" PROVIDED - VARIANCE REQUIRED)
SIDE YARD SETBACK (BUILDING):	25'-0" MINIMUM (15'-4" PROVIDED - VARIANCE REQUIRED)
REAR YARD SETBACK (BUILDING):	25'-0" MINIMUM (52'-0" PROVIDED)
DISTANCE BETWEEN PRINCIPLE BUILDINGS:	20'-0" MINIMUM (25'-0" PROVIDED)

SITE DATA

NEW BUILDING AREA	AREA
LOT COVERAGE	7,600 SF. GROSS S.F. 38%
BUILDING HEIGHT	2 STORY / 30'-8" T.O. ROOF FACE

ZONE: ONE FAMILY RESIDENTIAL



GRASS TO BE PLANTED WITH NATIVE MICHIGAN GRASS

RAIN GARDENS PLANTED WITH FOX SEDGE (GAREZ VULPINOIDEA) PURPLE CONEFLOWER (ECHINACEA PURPUREA) BUTTERFLY NEEED (ASCLEPIAS TUBEROSA)

SCORED CONC. WALKING PATH AT BLDG. 3' TO 5' WIDE

HONEY LOCUST GLEDITSIA TRACANTHOS (MIN. 2.5" CALIPER)

GREENFIELD RD. 66' R.O.W.

PROPOSED ARCHITECTURAL SITE PLAN
 SCALE: 1/16" = 1'-0"



Planning Division
 Royal Oak Community Development

APPROVED

Final P.U.D. Site Plan Approved By City Commission
 [with development agreement – see agreement on-file]

October 9, 2023

SP 23-08-11 - FINAL P.U.D. SITE PLAN

ISSUED FOR	DATE
SPA	1-11-2023
REVIEW	1-20-2023
REVISIONS	1-21-2023
REVISIONS	2-9-2023
REVISIONS	2-11-2023
REVISIONS	2-24-2023
REVISIONS	4-7-2023

ARCHITECTURAL DESIGN

RESIDENTIAL
 COMMERCIAL
 INDUSTRIAL

G.A.V. ASSOCIATES, INC
 24001 ORCHARD LAKE RD., STE. 180A
 FARMINGTON, MICHIGAN 48338
 PH: (248) 985-9101
 WEB: WWW.GAVASSOCIATES.COM

GAV ASSOCIATES

Archive DS

PROPOSED CONCEPT PLAN FOR:
 1801 HAVENDALE
 WINTERHAVEN FLORIDA

DRAWN:	DESIGNED:	CHECKED:
RA	GA	GA
SCALE: 1/8" = 1'-0"		
FILE NAME: 23051-SP101		
JOB #: 22066		
SHEET TITLE		
PROPOSED ARCHITECTURAL SITE PLAN		
SHEET #		
SP.101		

ISSUED FOR	DATE
SPA	1-11-2023
REVISIONS	1-21-2023
REVISIONS	3-4-2023
REVISIONS	3-24-2023

ARCHITECTURAL DESIGN

RESIDENTIAL
COMMERCIAL
INDUSTRIAL

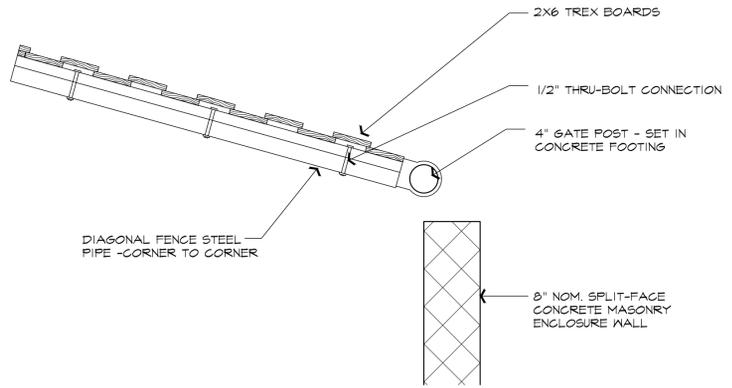
G.A.V. ASSOCIATES, INC
24001 ORCHARD LAKE RD. STE. 180A
FARMINGTON, MICHIGAN 48338
PH: (248) 285-8101
WEB: WWW.GAVASSOCIATES.COM



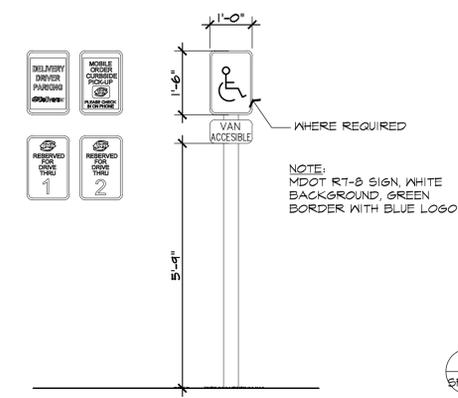
Archive DS

PROPOSED NEW APARTMENTS FOR:
GREENFIELD LANE
GREENFIELD ROAD
ROYAL OAK, MICHIGAN

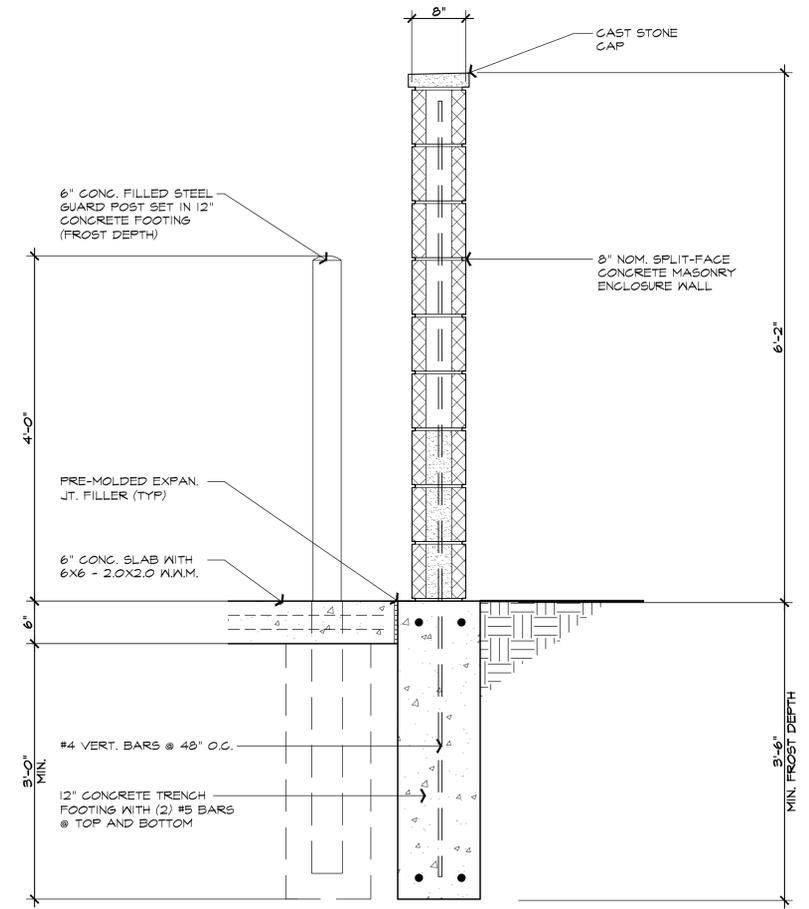
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RM	GA	GA
SCALE: 1/8" = 1'-0"		
FILE NAME: 23051-SP101		
JOB #: 23051		
SHEET TITLE		
PROPOSED DUMPSTER DETAILS		
SHEET #		
SP.102		



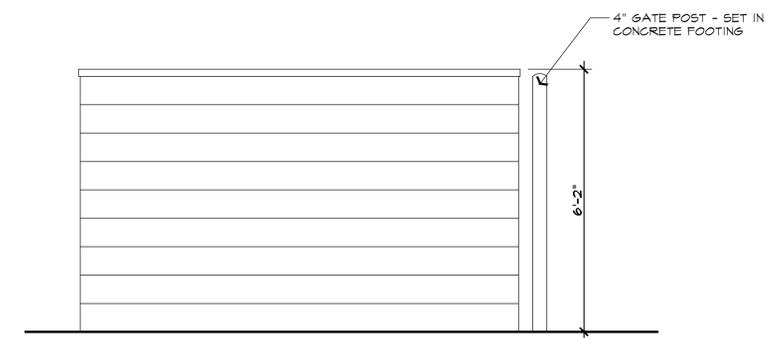
6 DUMPSTER ENCLOSURE GATE DETAIL
SCALE: 1" = 1'-0"



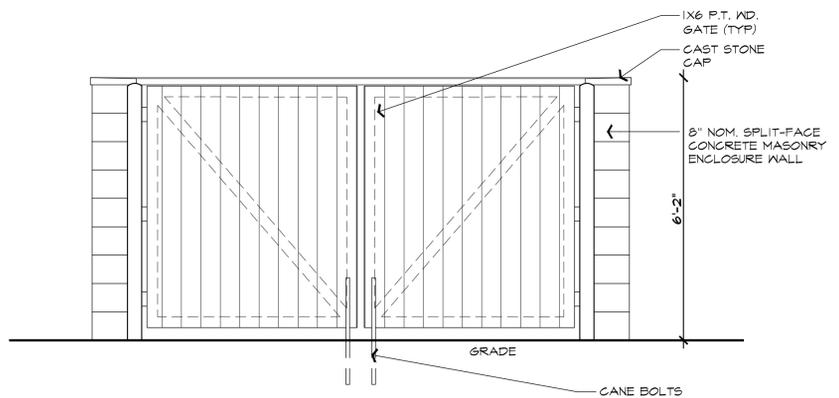
2 TYP. POST MTD. HANDICAP SIGN DETAIL
SCALE: N.T.S.



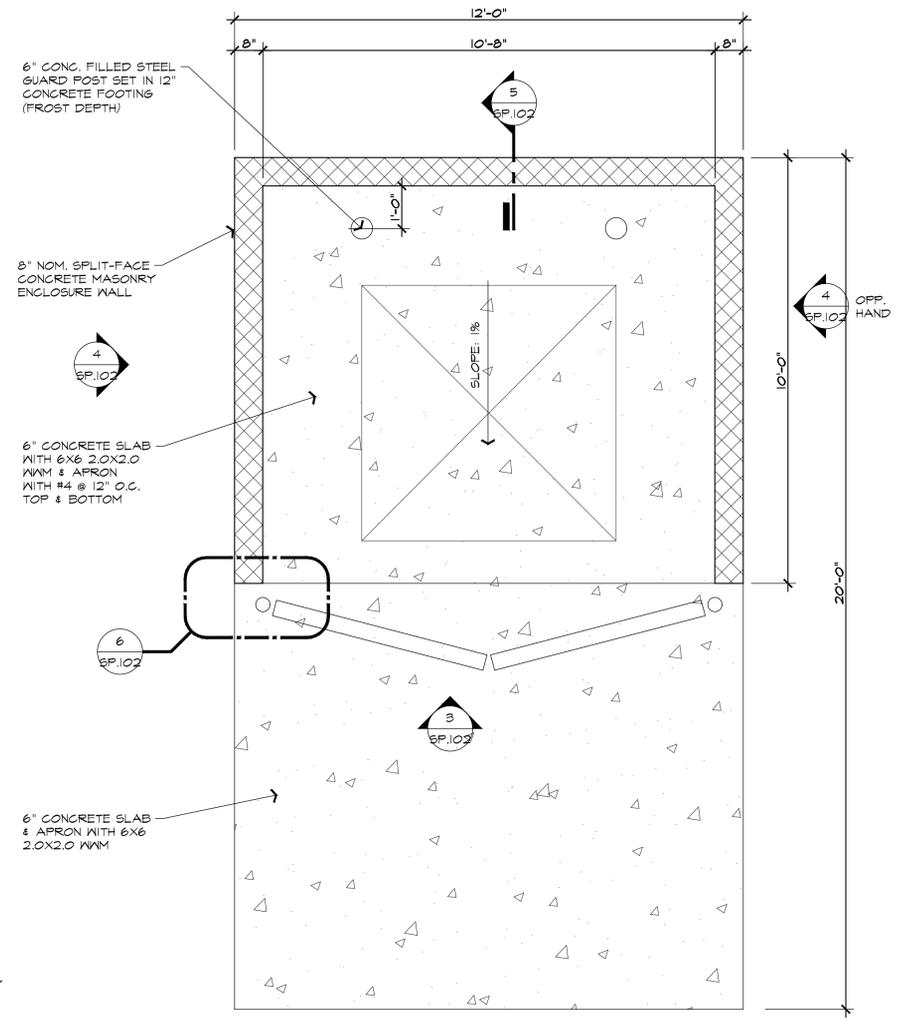
5 DUMPSTER ENCLOSURE SECTION/ CONCRETE MASONRY WALL (SIM.)
SCALE: 1" = 1'-0"



4 DUMPSTER ENCLOSURE ELEVATION
SCALE: 1/2" = 1'-0"



3 DUMPSTER ENCLOSURE ELEVATION
SCALE: 1/2" = 1'-0"



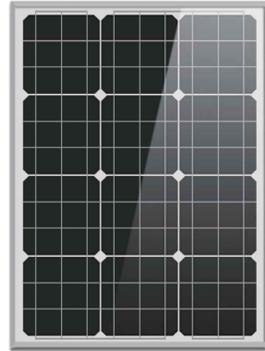
1 DUMPSTER ENCLOSURE PLAN
SCALE: 1/2" = 1'-0"

**PRELIMINARY
NOT FOR
CONSTRUCTION**

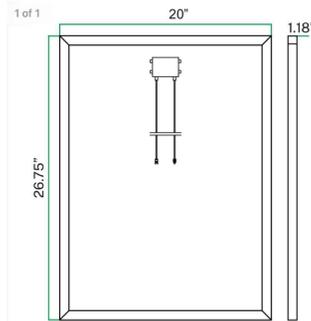


SOLAR PANELS

Monocrystalline Solar PV Module
36 Cells, 50W



- +3W Power and tolerance**
0→+3W positive power tolerance guaranteed
- Anti PID**
Resistance to the PID
- Stronger surface resistance to mechanical loads**
Passed the certification of 6000Pa snow load and 3600Pa wind load
- Designed for harsh environments**
- Hail**
Passed a hail test with a diameter of 45mm and a speed of 30.7m/s
- Lower temperature coefficient**
Better temperature coefficient allows for power attenuation at high temperature



MODEL	PV50MONO
Maximum Power/Pmax(Wp)	50
Optimum Operating Voltage/Vmp(V)	18
Optimum Operating Current/Imp(A)	2.78
Open Circuit Voltage/Voc(V)	21.6
Short Circuit Current/IsC(A)	2.99
Cell Efficiency	17.12%
Module Efficiency	14.42%
Power Tolerance	0→+3W
Maximum Series Fuse Rating(A)	15A
Maximum System Voltage	1000VDC

DATA

Operating Module Temperature	-40°C to +80°C	°C
Storage Temperature	From -40°C to +80°C	°C
Insulation Cut Voltage	1000	DC
Maximum Wind Resistance	60m/s	N/m ² or max KM/h
Surface Maximum Load Capacity	200	Kg/m ²
Maximum Hail Load Capacity	5mm	80km/h

MECHANICAL CHARACTERISTICS

Number of cells	36(12*3)
Cell Dimension(mm)	156*52
Dimension(inch)	26.75 x 20 x 1.18
Weight(lb)	8.8
Frame Material	Clear anodized aluminum frame
Thickness of Glass	3.2mm tempered glass
Frame	Anodized aluminum alloy
Laminating Material	EVA (Light transmittance more than 92%)
Backsheet Material	TPT (High weather resistance)
Junction Box	Ip65 (1500V system voltage available)
Output cable	90cm 2x4.0mm ² MC4 connector
Bus Bar	5BB

TEMPERATURE CHARACTERISTICS

Nominal Operating Cell Temperature (NOTC)	45±2°C
Temperature Coefficient of Pmax	-0.37%/°C
Temperature Coefficient of Voc	-0.29%/°C
Temperature Coefficient of Isc	-0.048%/°C

EV CHARGERS

ChargePoint Home Flex



CHARGER SPECIFICATI...

Vehicle Type	Nissan, Chevrolet, BMW, Ford, Other
Cable Length	23 Feet
Installation Type	Plug In
Weather Rating	Indoor, Outdoor
Charging Level	Level 2 (240 V)
Output (kW)	11.5 kW
Amps (A)	50 Amps
Volts (V)	240 Volts
Warranty Protection	3 Years
Ports	Single Port
Networking	Networked
Cable Management	Straight
Manufacturer	ChargePoint

PERMEABLE PAVING



Pavers



With its unique, patented interlocking spacer lugs, Eco-Priora® provides secure structural performance for permeable interlocking concrete pavements (PICPs). It works well under vehicular traffic, especially when compared to other "non-interlocking" permeable pavers.

The flat, durable surface is also well suited for pedestrian pavements and the narrow joints comply with the most recent requirements of the ADA (Americans with Disabilities Act).

PRODUCT DATA*

	Stones / sq ft	Pieces / Pallet	Coverage / Pallet	Weight / Unit	Weight / Pallet	Net Void
4 x 8 Unit	4.5	432	93.2 ft ² (8.65 m ²)	8 lbs (3.6 kg)	3,456 lbs (1,567 kg)	13%
8 x 8 Unit	2.25	192	83.04 ft ² (7.71 m ²)	16 lbs (7.2 kg)	3,172 lbs (1,439 kg)	9%

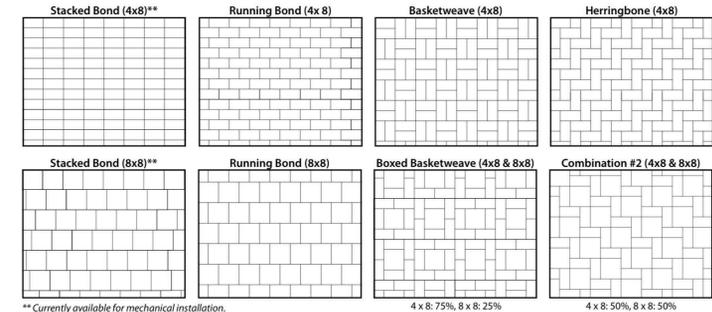
All Weight per Pallet noted above include a 50 lb pallet weight.

*All metric dimensions are soft converted to Imperial.

STANDARD SPECIFICATION

Eco-Priora is manufactured to the same high quality specifications as all other Mutual Materials interlocking concrete pavers and meet or exceed the requirements in ASTM C 936, "Standard Specification for Solid Concrete Interlocking Paving Units."

INSTALLATION PATTERNS



** Currently available for mechanical installation.

4 x 8: 75%, 8 x 8: 25%

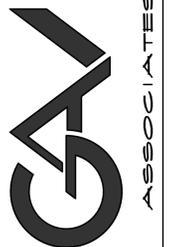
4 x 8: 50%, 8 x 8: 50%

ISSUED FOR	DATE
SPA	1-11-2023
REVISIONS	1-21-2023
REVISIONS	2-9-2023
REVISIONS	2-24-2023

ARCHITECTURAL DESIGN

RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC
24001 ORCHARD LAKE RD. STE. 180A
FARMINGTON, MICHIGAN 48338
PH: (248) 985-9101
WEB: WWW.GAVASSOCIATES.COM



PROPOSED NEW APARTMENTS FOR:
GREENFIELD LANE
GREENFIELD ROAD
ROYAL OAK, MICHIGAN

DRAWN:	DESIGNED:	CHECKED:
RA	GA	GA

SCALE : NONE

FILE NAME : 23051-SP101

JOB # : 23051

SHEET TITLE
PROPOSED
SUSTAINABLE
ELEMENTS
SHEET #

SP.103

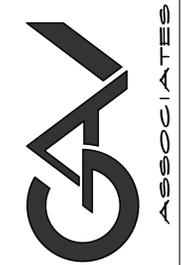
PRELIMINARY
NOT FOR
CONSTRUCTION



ISSUED FOR	DATE
SPA	7-11-2023
REVISIONS	8-24-2023

ARCHITECTURAL DESIGN
RESIDENTIAL
COMMERCIAL
INDUSTRIAL

G.A.V. ASSOCIATES, INC
2401 ORCHARD LAKE RD. STE. 100A
FARMINGTON, MICHIGAN 48338
PH: (248) 985-9101
WEB: WWW.GAVASSOCIATES.COM



PROPOSED CONCEPT PLAN FOR:
1801 HAVENDALE
WINTERHAVEN FLORIDA

DRAWN:	DESIGNED:	CHECKED:
RA	GA	GA

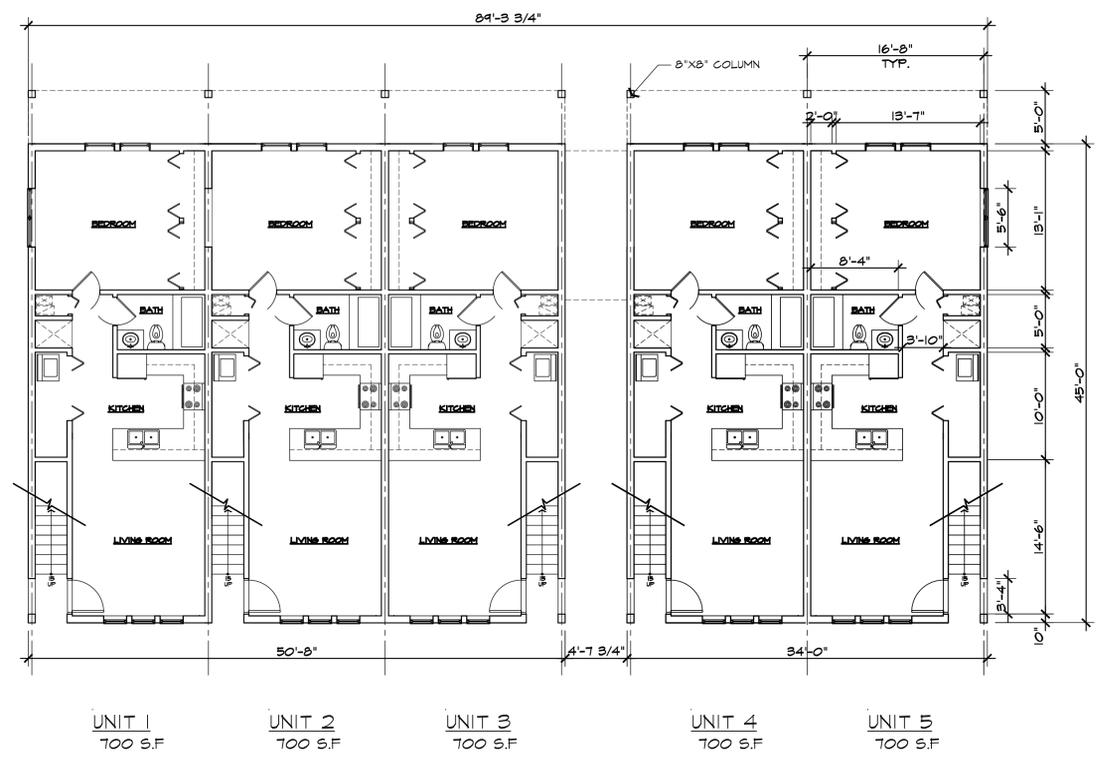
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FILE NAME: 23051-A101

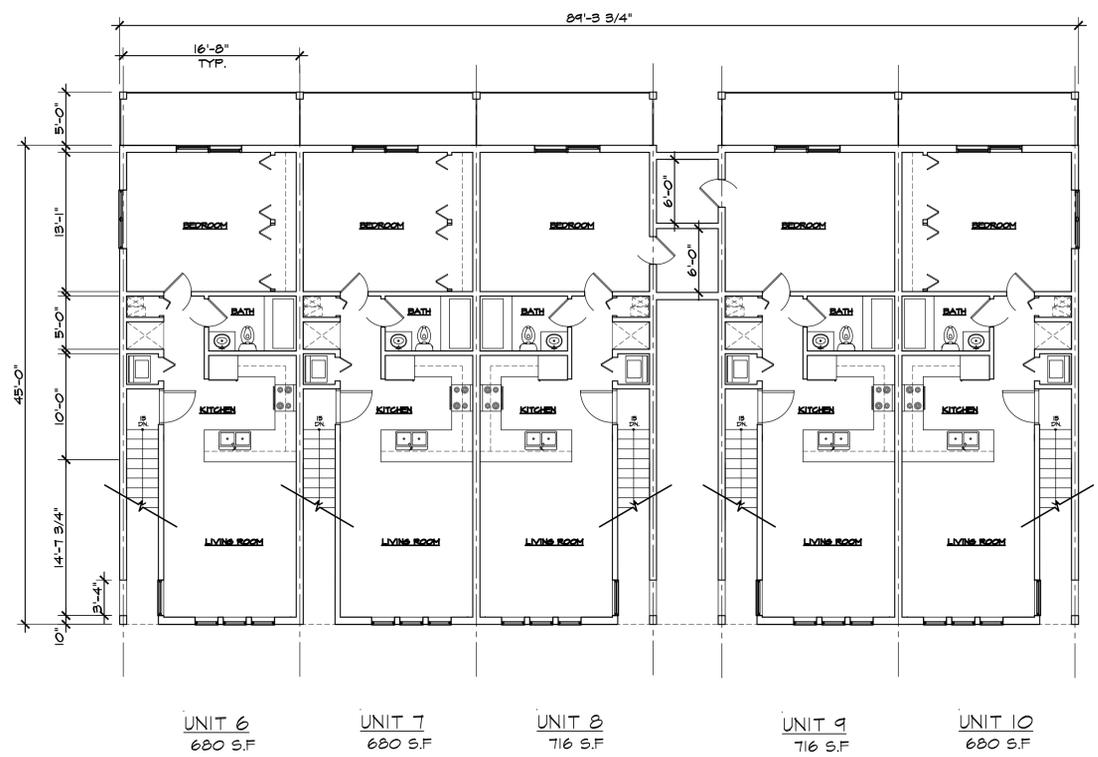
JOB #: 22066

SHEET TITLE
PROPOSED FLOOR PLANS
SHEET #

A.101



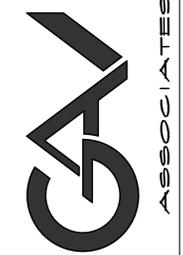
PROPOSED FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"
NORTH



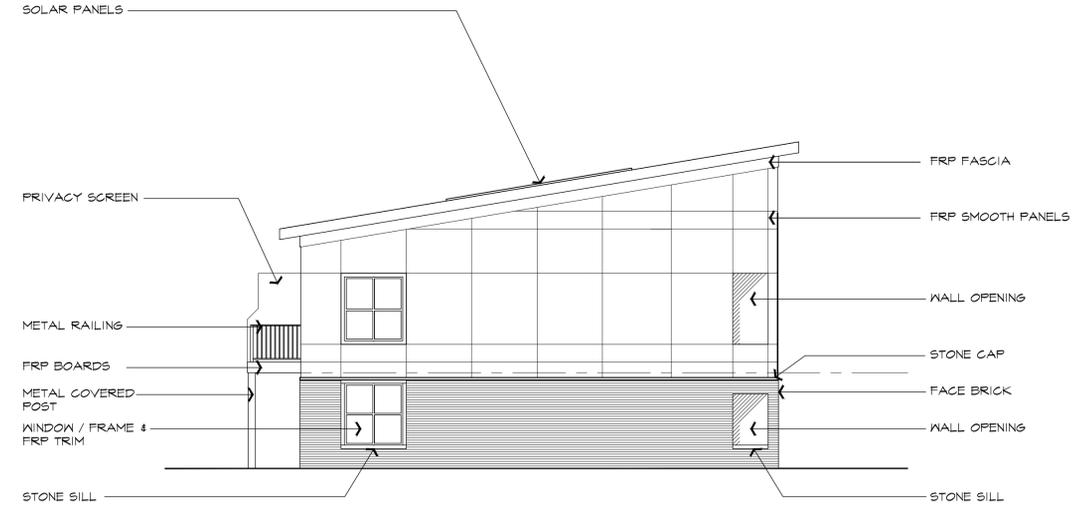
PROPOSED SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"
NORTH

ISSUED FOR	DATE
SPA	1-11-2023
REVIEW	1-20-2023
REVISIONS	1-21-2023
REVISIONS	2-24-2023

ARCHITECTURAL DESIGN
 RESIDENTIAL
 COMMERCIAL
 INDUSTRIAL
 G.A.V. ASSOCIATES, INC
 24021 ORCHARD LAKE RD. STE. 100A
 FARMINGTON, MICHIGAN 48338
 PH: (248) 986-9191
 WEB: WWW.GAVASSOCIATES.COM



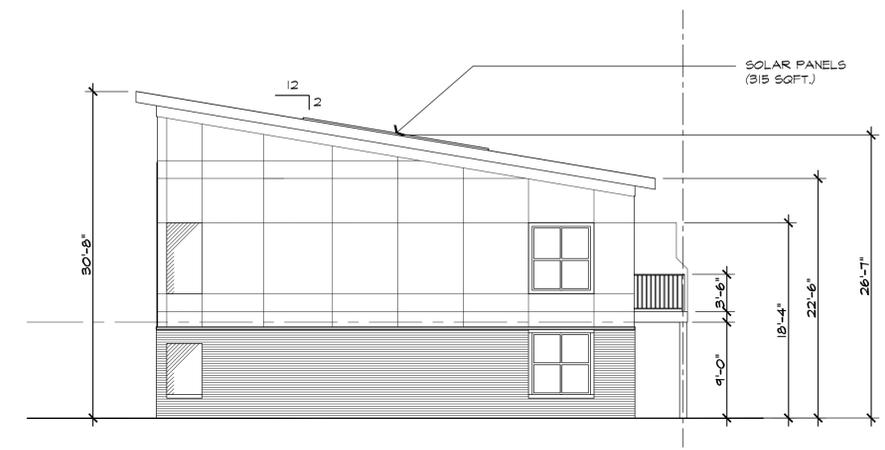
PROPOSED EAST ELEVATION
 SCALE: 1/8" = 1'-0"



PROPOSED NORTH ELEVATION
 SCALE: 1/8" = 1'-0"



PROPOSED WEST ELEVATION
 SCALE: 1/8" = 1'-0"



PROPOSED SOUTH ELEVATION
 SCALE: 1/8" = 1'-0"

PROPOSED CONCEPT PLAN FOR:
 1801 HAVENDALE
 WINTERHAVEN FLORIDA

DRAWN:	DESIGNED:	CHECKED:
RA	GA	GA

SCALE: 1/8" = 1'-0"

FILE NAME: 23051-A201

JOB #: 22066

SHEET TITLE
 PROPOSED
 EXTERIOR
 ELEVATIONS
 SHEET #

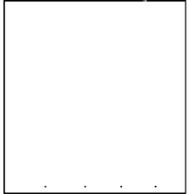
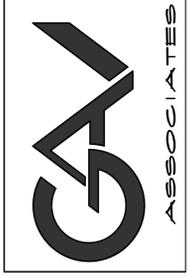
A.201



ISSUED FOR	DATE
SPA	7-11-2023
REVISIONS	8-24-2023

ARCHITECTURAL DESIGN
 RESIDENTIAL
 COMMERCIAL
 INDUSTRIAL

G.A.V. ASSOCIATES, INC
 2401 ORCHARD LAKE RD. STE. 100A
 FARMINGTON, MICHIGAN 48338
 PH: (248) 986-9101
 WEB: WWW.GAVASSOCIATES.COM



PROPOSED NEW APARTMENTS FOR:
 GREENFIELD LANE
 GREENFIELD ROAD
 ROYAL OAK, MICHIGAN

DRAWN:	DESIGNED:	CHECKED:
RA	GA	GA

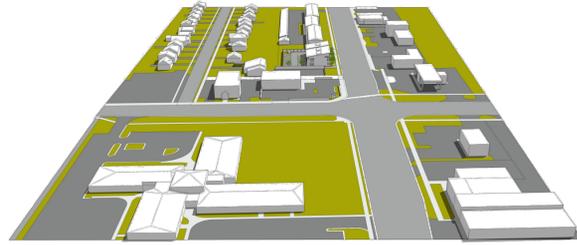
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FILE NAME : 28051-AB01

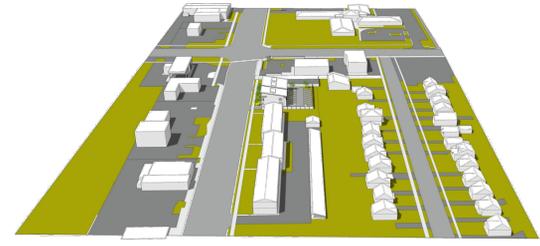
JOB # : 28051

SHEET TITLE
 3D IMAGE
 MASSING STUDY

SHEET #
A.301



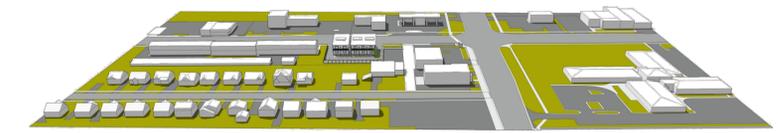
VIEW LOOKING SOUTH



VIEW LOOKING NORTH



VIEW LOOKING EAST



VIEW LOOKING WEST



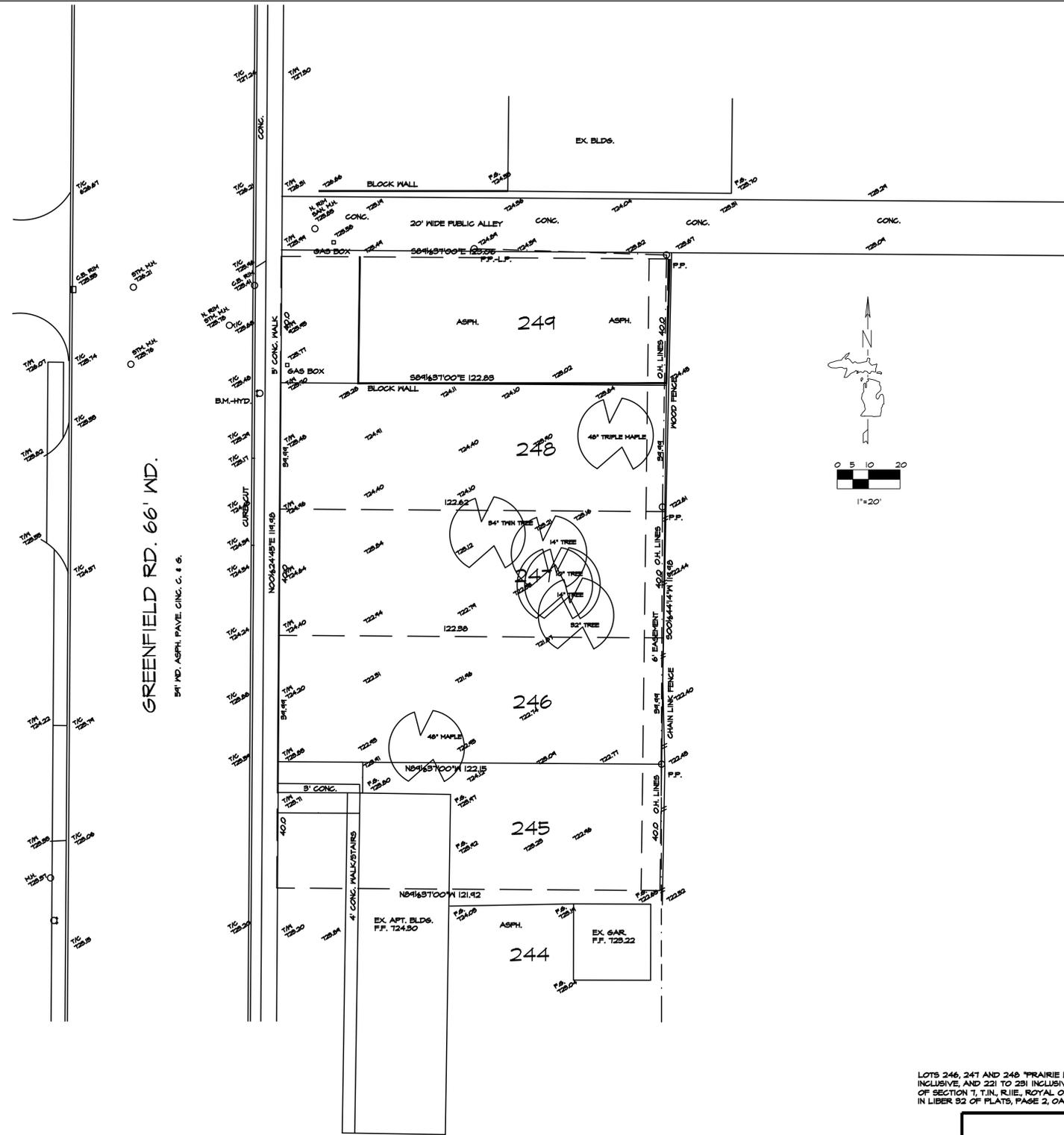
VIEW LOOKING NORTHWEST (BACK)



VIEW LOOKING SOUTHEAST (FRONT)

**PRELIMINARY
 NOT FOR
 CONSTRUCTION**





GREENFIELD RD. 66' WD.
59' MD. ASPH. PAVE CONC. C. & G.



LOTS 246, 247 AND 248 "PRAIRIE LAWN ACRES SUBDIVISION NO. 2" A SUBDIVISION OF LOTS 166 TO 176, INCLUSIVE, AND 221 TO 231 INCLUSIVE OF PRAIRIE LAWN ACRES SUBDIVISION NO. 1 OF PART OF NW 1/4 OF SECTION 7, T.1N, R.11E, ROYAL OAK TOWNSHIP (NOW CITY), OAKLAND COUNTY, MICHIGAN, AS RECORDED IN LIBER 92 OF PLATS, PAGE 2, OAKLAND COUNTY RECORDS.

3 WORKING DAYS
BEFORE YOU DIG
CALL MISS DIG
811 OR
missdig811.org
FOR FREE LOCATION OF PUBLIC UTILITIES

REVISIONS			PLOT PLAN KASHAT ENTERPRISE	SCALE HOR 1" = 20'
ITEM	DATE	BY		
			LOTS 246-248 "PRAIRIE LAWN ACRES SUBDIVISION"	FIELD BOOK NO.
DRAWN BY MND			APEX SURVEY 20960 MILWAUKEE RD. BRITTON, MICHIGAN 48224 LAND SURVEYOR # 27446 (734) 654-3591 email: mndavispe@taylorhoo.com	JOB NO. 23-107
DESIGNED BY				SHEET NO. 1 OF 1
DATE 7-3-23				

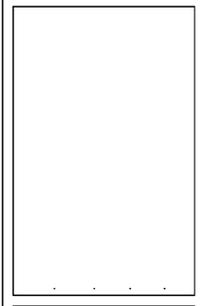
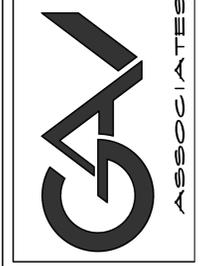
 EXISTING PLOT PLAN
SCALE: N.T.S.

**PRELIMINARY
NOT FOR
CONSTRUCTION**



ISSUED FOR	DATE
SPA	7-11-2023

**ARCHITECTURAL
DESIGN**
RESIDENTIAL
COMMERCIAL
INDUSTRIAL
G.A.V. ASSOCIATES, INC
2401 ORCHARD LAKE RD. STE. 180A
FARMINGTON, MICHIGAN 48338
PH: (248) 985-9101
WEB: WWW.GAVASSOCIATES.COM



PROPOSED NEW APARTMENTS FOR:
GREENFIELD LANE
GREENFIELD ROAD
ROYAL OAK, MICHIGAN

DRAWN:	DESIGNED:	CHECKED:
RM	SA	SA

SCALE: 1:20

FILE NAME: 23051-A101

JOB #: 23051

SHEET TITLE
EXISTING
PLOT PLAN

SHEET #
SP.100

CITY COMMISSION AGENDA ITEM

Title	Request to Reserve American Rescue Plan Act (ARPA) Funds to New Affordable, Multiple-Family Housing Developments
SUBMITTING DEPARTMENT	Community Development - Planning
PRESENTER	Joseph M. Murphy, Director of Planning
MEETING DATE	July 22, 2024
SECOND READING REQUIRED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
CERTIFIED RESOLUTION	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

EXECUTIVE SUMMARY *(include history of previous Commission action/discussion, background, scope of work, etc.):*

HistoryIn February 2023, the city commission allocated \$1.95 million of the city’s allotment of American Rescue Plan Act (ARPA) funds to financially assist the construction of new multiple-family affordable housing developments within the city. Since that time, staff from the planning division of the community development department conducted extensive outreach and have remained in conversation with numerous developers.

ARPA regulationsThe expenditure of ARPA funds must result in the creation of “affordable” units. The units must be occupied by households with a maximum annual income no greater than 120% of the annual Area Median Income (AMI). The income calculation is based on the number of persons per household / unit. The units must remain “affordable” based on this calculation for no less than twenty (20) years.

	# of persons in household			
2024 maximum annual income	1 person	2 persons	3 persons	4 persons
120% AMI	\$80,640	\$92,160	\$103,680	\$115,080
effective date: 04/01/2024				

A proportional number of “affordable” units must be created based on the city’s contribution to the development. The following is a simple proportional example. A \$10 million development contains 50 total units. The city contributes \$1.95 million of its ARPA funds to the development which equates to roughly 20% of the total development cost. Therefore, no less than 10 units (20% of the total number of units) within the development must be occupied annually by households earning no greater than 120% AMI. ARPA funds may be expended on predevelopment costs such as land acquisition, environmental reviews, professional designs services, etc. They may also be expended on actual construction. Federal regulations do not require repayment of any loan amount. There are numerous low interest affordable housing loan programs available to developers. Repayment of the city’s ARPA loan at no or low interest may not financially incentivize projects. This subset of ARPA was expressly intended to create funds for large-scale capital projects like the creation of affordable housing. All ARPA funds must be expended by no later than December 31, 2026. While nearly one and one-half years away,

projects of these magnitudes and financial complexity take a long time to come to fruition. The city's ARPA funds should be eligible for release associated with predevelopment costs and issued as a forgivable loan with affordability provisions secured via an agreement and covenants to be reviewed and approved by the city commission. Contractual agreements dictate expenditure timeframes, loan forgiveness terms, ensure annual monitoring, assure affordability covenants, identify penalties for noncompliance, specify other applicable federal regulations, etc. Any developer seeking guaranteed access to the city's ARPA funds must create the contractual agreement and bear the legal fees associated with the city's review and comment.

Requests for exclusive reserve Two developers, Akouri Group of Royal Oak, LLC (Akouri) and Lockwood Development Company, LLC (Lockwood), seek to construct new affordable, multiple-family housing developments at sites in downtown Royal Oak. Each developer requests that the city commission reserve / set aside \$1.95 million of the city's ARPA funds to financially assist their project. Each developer seeks an exclusive reserve of the \$1.95 million of ARPA funds. During this time, the city would be prohibited from discussing or accepting requests for these funds from other developers. They would continue to perform appropriate due diligence, secure additional financing, receive all local approvals, agreements, and permits, etc. Any action by the city commission to reserve / set aside funds does not guarantee access to the ARPA funds. A developer must still obtain the city commission's approval, at a future meeting, to guarantee access to the ARPA funds. Below is a summary of each proposal. *Akouri* Akouri owns the site located on S. Lafayette Ave. at the W. Fifth St. walkway. Akouri would demolish the existing structure and construct an approximately \$18 million, 10-story, mixed-use building with 54 units (36, 1-bedroom units & 18, 2-bedroom units).



The proposal does not specify the number of units reserved at 120% AMI. However, a proportional share would equal 5 units. Akouri has provided a draft mutual non-disclosure and exclusivity agreement for the city commission's consideration. It's limited to January 22, 2025. At their June 13, 2024, meeting, the Royal Oak Zoning Board of Appeals granted a variance waiving all 81 of the required parking associated with 54 dwellings. In addition to the request to reserve ARPA funds, Akouri has also submitted a request for a Parking Space Reservation Agreement for the South Lafayette Parking Structure. This request will be presented to the city commission at a future meeting. *Lockwood* Lockwood is under contract to purchase the surface parking lot on E. 3rd St. at Knowles St. Their concept is an approximately \$20 million, 5-story building with 51 units (36, 1-bedroom units & 15, 2-bedroom units) and at-grade and lower-level parking.



Thirty-four (34) units would be available to households with an annual income no greater than 60% of AMI. ARPA regulations require units be occupied by households with annual incomes no greater than 120% AMI. At half the federal requirement, the units would be available to a far greater number of eligible households. Additionally, the units would remain “affordable” ten years longer than the ARPA minimum of twenty (20) years. Lockwood has not provided an exclusivity agreement for the city commission’s consideration. They reference the need for a six (6) month exclusivity period. The Lockwood concept plan has not been reviewed for compliance with city codes/ordinance or other potential issues.

Alternative ARPA leveraging opportunityThe recently established Oakland County Housing Trust Fund (OCHTF) was created and initially funded with \$10 million of the county’s ARPA funds plus \$2 million of the county’s general funds. Its funds may be utilized to financially assist the construction of new multiple-family affordable housing developments. It’s worth noting that Lockwood remains in conversation with representatives from the OCHTF regarding its financial assistance to the project. Guidehouse, the city’s ARPA consultant, has informed staff that ARPA regulations do not prohibit the city commission from transferring \$1.95 million of its ARPA funds to the OCHTF for their allocation to and administration of ARPA eligible projects in the City of Royal Oak. This may be an excellent opportunity to leverage ARPA funds and administrative expertise. Eligible affordable housing developers would apply directly to the OCHTF. Option 1It’s appropriate for the city commission to review each developer’s proposal, enter into dialogue, and determine the leveraged value of the city’s ARPA funds with private investment and other funding sources. If appropriate, the city commission may adopt a motion to entertain an exclusivity agreement at a future meeting. The city commission may reserve / set aside the funds to one project, proportionally split the funds to both projects, or split the funds based on a ratio of their choosing. A reminder that an exclusivity agreement does not guarantee the developer access to the ARPA. The developer must still obtain the city commission’s approval, at a future meeting, to guarantee the ARPA funds to the project.Option 2Alternatively, the city commission may adopt a motion directing staff to create a future budget adjustment to transfer the city’s \$1.95 million of ARPA funds to the OCHTF. Option 3Lastly, the city commission is not required to take any action. It may choose to reallocate the \$1.95 million of ARPA funds to another activity / project.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	\$1,950,000
AMOUNT CURRENTLY BUDGETED	\$1,950,000

Was an advisory board or commission engaged in discussion on this item? If yes, please provide a summary of feedback received:

None.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION OPTION 1:

Whereas the Royal Oak City Commission allocated \$1.95 million of the City's allotment of American Rescue Plan Act (ARPA) funds to financially assist the construction of new multiple-family affordable housing developments within the city; and

Whereas _____ has requested that the city reserve the full allocation of ARPA funds to financially assist the development of a new affordable housing development; and

Whereas the Royal Oak City Commission has determined that _____'s development is consistent with its various goals and objectives; and

Whereas the Royal Oak City Commission has determined that _____'s development meets ARPA's eligibility criteria; and

Be it resolved, the Royal Oak City Commission permits _____ to develop an agreement, subject to any modifications deemed necessary by the city attorney, to reserve \$_____ million of the city's ARPA funds toward their proposal.

Be it further resolved, the Royal Oak City Commission shall consider said _____'s agreement at a future meeting.

PROPOSED COMMISSION RESOLUTION OPTION 2:

Whereas the Royal Oak City Commission allocated \$1.95 million of the city's allotment of American Rescue Plan Act (ARPA) funds to financially assist the construction of new multiple-family affordable housing developments within the city; and

Whereas the Oakland County Housing Trust Fund (OCHTF) was established to financially and technically support the development and preservation of affordable housing throughout Oakland County. **Whereas** the Royal Oak City Commission sees value in the opportunity to leverage funding and expertise with the OCHTF for eligible projects within the City of Royal Oak. **Be it resolved**, the Royal Oak City Commission directs the Finance Department to prepare a budget amendment to transfer \$1.95 million of ARPA funds to the OCHTF.

ATTACHMENTS: Akouri ARPA proposal.pdf Lockwood ARPA proposal.pdf

Akouri Group of Royal Oak

July 3, 2024

City Commission
City of Royal Oak
203 S. Troy Street
Royal Oak, MI 48067

Re: 505 S. Lafayette Development
Request for ARPA Funds

Dear Honorable Mayor Fournier and City Commissioners:

We are pleased to propose a mixed-use project designed to address and provide tangible solutions to the negative economic impact of the COVID-19 public health emergency in the City of Royal Oak ("Project"). At a high level, the Project will initiate necessary construction that has been delayed for many years because of the COVID-19 Pandemic and will continue the City's revitalization of the Main Street Corridor by removing a building well past its lifespan.

More importantly, the Project potentially offers retail space and workforce housing to households with a maximum income no greater than 120% of the annual Area Median Income (AMI). It will thus attract new residents to the City, which will help increase the customer base of the City's stores and restaurants. Because the Project site is extremely walkable within the Downtown District, the Project will be a catalyst for future redevelopment in the area.

The Project also addresses site improvements at the proposed location: a currently vacant single-story building located at Lafayette Street and previously known as Fifth Street that is adjacent to an unimproved walkway connecting the South Lafayette parking deck to Washington Street and the city center ("Project Site"). As a mixed-income development, the Project offers housing to a variety of households and thereby promotes diversity and inclusion. In concert with the City's efforts to upgrade the former Fifth Street as a more walkable thoroughfare, the Project will transform the Project Site from a vacant site to a vibrant place that will improve the quality of life for Royal Oak residents.

At once, the Project advances the City's goals as laid out in its 2022-25 Strategic Plan and the purposes for which the American Rescue Plan Act ("ARPA") Funds have been allocated to the City. As such, we believe ours is a suitable Project for the City to expend such funds. To that end, we request the opportunity to further investigate the feasibility of utilizing an ARPA Funds grant in the amount of One Million Nine Hundred and Fifty Thousand Dollars (\$1,950,000.00) to assist with the Project's implementation. Such an allocation from the ARPA Funds will offset the challenges inherent to offering workforce housing units.

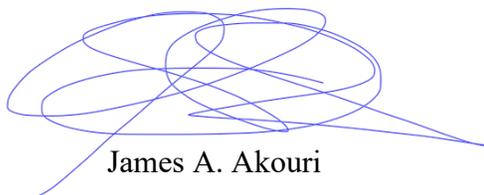
Akouri Group of Royal Oak

We have attached an outline of the key elements of the Project and a draft Mutual Non-Disclosure and Exclusivity Agreement (“Agreement”) seeking six (6) months to conduct an appropriate investigation and study for the potential usage of ARPA Funds. We look forward to working with the City to achieve mutual objectives that can occur with an ARPA grant.

The Agreement is subject to more definitive agreements to be mutually agreed upon by the parties with respect to the ARPA Funds. As always, if you have any questions regarding our proposal, please feel free to contact me at your earliest convenience.

Sincerely,

Akouri Group of Royal Oak, LLC
505 S. Lafayette, Royal Oak MI 48067
(248) 320-3400



James A. Akouri

Akouri Group of Royal Oak

The key elements of our Project and the request for an ARPA grant are as follows:

1. Site. 505 S. Lafayette Street
2. Project Features. A ten-story structure consisting of 54 multi-family units, along with approximately 4,000 square feet of retail with parking at the South Lafayette parking deck.
3. Multi-Family Unit Mix. The multi-family component includes apartments of varying sizes, including approximately 36 one-bedroom and 18 two-bedroom.
4. Project Amenities.
 - a. Live/work space for tenants
 - b. Elevators
 - c. Shipping/package room
5. ARPA Grant Request. Up to \$1,950,000. Based on the overall investment in the Project and the goals to be achieved, we believe this is an appropriate request.
6. Total Project Goal. Current estimate is approximately \$18,000,000.
7. Percentage of Reserved ARPA Income Eligible Units. We are proposing the appropriate percentage based on the use of ARPA Funds for the 54 units will be so designated and reserved, consistent with ARPA program guidelines.
8. Project Timeframe. Upon receiving appropriate municipal approvals, satisfactory ARPA Grant and agreement with the City and other contingencies (see Paragraph 9 below), we estimate commencement of construction, within 6 months of approval. Construction period should last for 18 months with a anticipated date of completion no later than December 31, 2026.
9. Project Contingencies.
 - a. Satisfactory agreement with City regarding ARPA Grant amount, reporting and all related requirements and conditions.
 - b. Satisfactory City approvals for site plan, as well as for all related zoning, planning, and engineering requirements.

Akouri Group of Royal Oak

- c. Project financing, including impact of utilizing ARPA Grant funds and DTE electrical line relocation.
10. Parking Lease. The Project is seeking up to 81 parking spaces for tenants. We propose up to 81 parking spaces to be parked at the adjacent South Lafayette parking deck. This parking deck is currently underutilized and a lease payments for tenant spaces would offset City parking deck maintenance and related costs.
11. Community Benefits. While not specifically subject to the City's Community Benefit Guidelines, we do seek to assist in meeting City objectives. Contributing to the City's goal for workforce housing will be the primary benefit, subject to our investigation, review and study. In addition, the Project building will have some environmental sustainability features to be determined.

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MUTUAL NON-DISCLOSURE AND EXCLUSIVITY AGREEMENT

THIS **MUTUAL AND EXCLUSIVITY AGREEMENT** (“Agreement”) is dated July ____, 2024 (“Effective Date”) and is by and between **AKOURI GROUP OF ROYAL OAK, L.L.C.**, a Michigan limited liability company (“Akouri”) and the **CITY OF ROYAL OAK, MICHIGAN**, a Michigan municipal; corporation (“City”).

RECITALS

WHEREAS, Akouri and City are considering entering into a business arrangement related to: (i) grant/loan of One Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$1,950,000.00) of City’s ARPA funds in connection with Akouri’s multi-family project at 505 S. Lafayette; and (ii) related agreements and relationships (collectively, the “Potential Transaction”);

WHEREAS, Akouri and City each desire to review and discuss certain proprietary and confidential information of the other party in connection with their analysis of the Potential Transaction;

WHEREAS Akouri and City each desire all of their respective confidential and proprietary information revealed to the other party to this Agreement be subject to the confidentiality and non-disclosure restrictions imposed by this Agreement; and

WHEREAS, Akouri and City expect to spend substantial amounts of time and resources regarding the Potential Transaction, and therefore desire to limit the exclusive right to participate in the Potential Transaction to the parties to this Agreement, as described below.

AGREEMENT

NOW, THEREFORE, upon and as consideration of the premises, the execution of this Agreement by the parties, and the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to incorporate the Recitals described above as part of this Agreement, and agree as follows:

1. **Definition of Confidential Information.** Subject to the exceptions in Section 3 below, the term “Confidential Information” means any information disclosed by a party to this Agreement related to the Potential Transaction, whether in writing, electronically or orally, to one or both of the other parties or such party’s affiliate, parent company, subsidiary, partner, attorneys, or accountants, whether in tangible or intangible form. By way of example and not limitation, Confidential Information includes:

- (a) projections, forecasts, development projections, development analysis, surveys, blueprints, engineering studies or other reports, reports of consultants and similar items, appraisals, title reports, plat maps, resumes;

- (b) all business and financial information, assets, marketing and strategic plans, reports, technologies, processes and operations, compilations, lists, summaries, notes, data, legal and regulatory permitting strategic analysis and plans relative to state and local law, all terms and conditions included in any and all drafts of any agreement with respect to the Potential Transactions, all customers, employees, suppliers, vendors, professionals involved with the Potential Transactions (“Contact Persons”), research activities and plans, marketing or sales plans, pricing or pricing strategies, operational techniques, internal controls, compliance policies, methods of operation, security procedures, strategic plans, customer and contact information, and unpublished financial information, including information concerning revenues, profits and profit margins and all other documents and materials concerning Akouri and its affiliates, including the terms of this Agreement, and any prices, fees, financing arrangements, and schedules hereto; and
- (c) any information concerning a party’s, its agents’ or licensors’ technology related to the Potential Transaction or Project, such as systems, source code, databases, hardware, software, programs, applications, protocols, routines, models, displays and manuals, including, without limitation, the selection, coordination, and arrangement of the contents thereof.

2. **Restrictions on Use.** The party disclosing Confidential Information in each case shall be called the “Disclosing Party” and the party receiving the Confidential Information shall be called a “Receiving Party.” A Receiving Party shall not use, without the prior written consent of the Disclosing Party, any portion of the Disclosing Party’s Confidential Information for any purpose other than for purposes related to the Potential Transaction. Additionally, each party hereto agrees that:

- (a) it will hold the Confidential Information of a Disclosing Party in the strictest confidence;
- (b) it will exercise no less care with respect to a Disclosing Party’s Confidential Information than the level of care exercised with respect to its own similar Confidential Information;
- (c) it will not, without the applicable Disclosing Party’s prior written consent, copy or disclose to any third party (except as provided in Section 3 below) any portion thereof;
- (d) it will advise all employees, agents, advisors, or representatives to whom it properly provides the Disclosing Party’s Confidential

Information under this Agreement of the existence and terms of this Agreement and of the obligation of confidentiality;

- (e) it will use the Confidential Information only for the purpose related to the Proposed Transaction and not for its own use or monetary gain;
- (f) it will notify immediately the applicable Disclosing Party of any unauthorized disclosure or use and will cooperate with the other to protect all proprietary rights in and ownership of its Confidential Information;
- (g) it will restrict dissemination of the Confidential Information of the Disclosing Party to only those persons within or related to its organization, including a Receiving Party's contractors, agents, lawyers, accountants, and similar professionals, who are directly involved with assisting the Receiving Party with matters related to the Proposed Transaction and who need to know the Confidential Information in order to further the Proposed Transaction, and who are bound by terms substantially similar to the terms set forth herein; and
- (h) it will only make the minimum number of copies of the Disclosing Party's Confidential Information necessary to carry out its analysis related to the Proposed Transaction and shall ensure that all such copies include an appropriate legend concerning the confidentiality of such information.

3. **Exceptions.** Notwithstanding the restrictions on Confidential Information herein, a Receiving Party may use, disclose, reproduce and/or disseminate a Disclosing Party's Confidential Information which:

- (a) is or becomes public domain information through no fault or breach on the part of the Receiving Party;
- (b) as demonstrated by the written records of the Receiving Party, was already lawfully known (without restriction on disclosure) to the Receiving Party prior to the information being disclosed to the Receiving Party by the Disclosing Party or any representative of the Disclosing Party;
- (c) has been or is hereafter rightfully furnished to the Receiving Party without restriction on disclosure by a third person lawfully in possession thereof;
- (d) has been independently developed, by or for the Receiving Party, without reference to the Confidential Information of the Disclosing Party;

- (e) is required to be disclosed, but only to the extent required, by court order, subpoena or pursuant to applicable law or regulation. Notwithstanding any such compelled disclosure by the Receiving Party, such compelled disclosure will not otherwise affect the Receiving Party's obligations hereunder with respect to Confidential Information of the Disclosing Party so disclosed.

It shall be presumed that any Confidential Information in the possession of the Receiving Party that has been disclosed to it by the Disclosing Party or any representative of the Disclosing Party is not within any of the exceptions above, and the burden is on the Receiving Party to prove otherwise by records and documentation.

4. **No License; Ownership.** Except as provided herein, no license to any party to this Agreement, under any trademark, patent, copyright, or any other intellectual property right, is either granted or implied by the disclosure of Confidential Information to such party. Each party hereto shall remain the sole and exclusive owner of its Confidential Information.

5. **Exclusive Dealing.** City of Royal Oak acknowledges that upon execution of this Agreement, Akouri will expend substantial amounts of time and resources on due diligence, analysis and preparation regarding the Potential Transaction, and therefore agrees that for the period set forth in this Section (the "Exclusive Dealing Period"), City shall not, directly or indirectly, through any of its respective representatives, brokers, or other agents, or otherwise:

- (a) solicit, initiate or entertain offers from, negotiate with, or in any manner encourage, or accept any proposal of any other person or entity involving the Potential Transaction, the development of the Project or all or any material portion of the City's real estate or other assets that are contemplated to be used in the Potential Transaction, whether directly or indirectly, through purchase, merger, consolidation, or any other manner;
- (b) With respect to any effort or attempt by any other person to do or seek any of the foregoing:
 - (i) participate in any discussions or negotiations;
 - (ii) furnish to any other person any Confidential Information with respect to the City related to the Potential Transaction (or any material portion of the City's real estate or other assets that are contemplated to be used in the Potential Transaction);
 - (iii) otherwise cooperate in any way with, or assist or participate in, or facilitate or encourage any such effort; provided, however, that if the City receives an unsolicited offer or inquiry from

another prospective part, the City may so notify Akouri in writing and request Akouri's consent to negotiate with such prospective party, which consent may be withheld in Akouri's sole discretion. Akouri shall promptly respond in writing notifying the City of its granting or withholding of such consent.

6. **Restrictions on Agreement.** During the Exclusive Dealing Period, the City shall not enter into, finalize, consummate, amend, and/or execute any agreements concerning the grant, loan or allocation of One Million Nine Hundred Fifty Thousand and 00/100 Dollars (\$1,950,000.00) of the City's ARPA Funds with any other person, party or entity.

7. **Term.** The Exclusive Dealing Period shall begin upon execution of this Agreement and end on the earliest to occur of the following (hereafter the "Exclusive Dealing End Date"), unless extended beyond the Exclusive Dealing End Date by mutual written agreement:

- (a) The date on which Akouri and City (in their own capacity or through their respective designees) execute a definitive agreement related to the Project, whereupon such definitive agreement shall govern; or
- (b) January 22, 2025; provided, however, that the Exclusive Dealing Period may be extended beyond said date by mutual written consent of Akouri and City.

8. **Return of Confidential Information.** Upon Termination or expiration of this Agreement, or at any time upon the request of the other party to this Agreement, each Receiving Party will promptly deliver to the Disclosing Party or destroy all tangible Confidential Information furnished to such Receiving Party (and all copies thereof and extracts therefrom), except: (i) a Receiving Party may keep an archival copy of such of the Confidential Information as is minimally necessary to meet legal and accounting requirements (e.g., information necessary to justify expense treatment or business purpose tax deductions) including any retention obligations imposed on a party by law or regulation, and (ii) unless otherwise required by law, the Receiving Party shall not be obliged to deliver or destroy Confidential Information from electronic data backup storage media that are used for routine backup copies of mass storage media (such as network server's daily, weekly, or annual data backup).

9. **Non-Circumvention.** The City shall not at any time prior to the expiration of one (1) year from the date of this Agreement, without the prior written consent of Akouri, which consent Akouri may withhold in its sole discretion:

- (a) attempt in any manner to deal directly or indirectly in any manner with any of the Contact Persons or other individuals or companies related to the Potential Transaction including but having any part of or deriving any benefit from the Potential Transaction or any aspect thereof; or

If to CITY:

City of Royal Oak
Attn.: Niccolas Growchowski, Esq.
City Attorney
203 S. Troy Street
Royal Oak, MI 48067

Any party hereto may change the name and address of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as provided above.

15. Miscellaneous. This Agreement shall be governed by the laws of the State of Michigan applicable to agreements between Michigan entities made and to be performed entirely within the State of Michigan. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns. Any modifications to this Agreement must be in writing and signed by each party. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement. A facsimile of this document bearing a party's signature or a printed copy of the original, signed document scanned in .pdf or .tiff format shall have the same legal force and effect as an original of such signature and shall be treated as an original document for evidentiary purposes. The parties agree that, in any action by a party to enforce rights under this Agreement, the party determined by a court of competent jurisdiction to have prevailed in the action shall be awarded its reasonable legal fees, disbursements and other costs incurred in the action, including without limitation any appeal therefrom. No party may assign this Agreement without the prior written consent of the other parties. Any assignment in violation of this Section will be void. For purposes of this Agreement, each party shall include all parents, subsidiaries, and divisions of such parties.

The remainder of this page intentionally left blank.

Signatures begin on Page 8.

The duly authorized representatives of the parties hereto have executed this Mutual Non-Disclosure and Exclusivity Agreement as of the Effective Date.

CITY OF ROYAL OAK,
a Michigan municipal; corporation

By: _____

Its: _____

AKOURI GROUP OF ROYAL OAK, L.L.C.,
A Michigan limited liability company

By: _____

Jim Akouri

Its: Managing Member

Open.30217.41810.33835658-1



400 East Third Street

UPDATE to Development Proposal for Royal Oak, Michigan
Lockwood Companies
July 10, 2024

Overview

Lockwood Companies presents a plan to build a mixed-income residential development on an existing surface lot located at 400 East 3rd Street in downtown Royal Oak.

The concept plan consists of 34 affordable apartments and 17 market rate apartments, with a 60-space parking structure below.

1. About Lockwood Companies

Our Story

Lockwood Companies is one of Michigan's most impactful managers, builders and developers of Affordable Housing. The companies consist of Lockwood Development Company, Lockwood Management, and Lockwood Construction Company.

Lockwood is a long-term, committed owner and operator who continually reinvests in its properties. Currently, the company manages over 3,100 apartments in 26 diverse Michigan and Ohio communities.

Lockwood Development

Lockwood Development is a distinguished and proven developer of affordable and market-rate housing properties.

Over the past five years, the following projects have been funded by the Michigan State Housing Development Authority (MSHDA). The funding consists of low income housing tax credits (LIHTC) and MSHDA tax-exempt loans.

In 2017, Lockwood renovated a 104-unit existing affordable family LIHTC property known as Oakwood Place (formerly Bracken Woods) which is located in Midland. The total project cost was \$10.6 million.

Lakeshore Village II (96 units – acquisition and rehabilitation - \$14.2 million) and Lakeshore Village III (144 units – new construction - \$25.8 million) were completed in 2018 and 2019.

Co-developer of Lockwood of South Lyon, an independent senior living community consisting of 130 units (\$36.7 million), completed in spring of 2023.

Lockwood of Ann Arbor broke ground at the end of 2021, and this 154-unit senior community (\$47.2 million) will be completed by the fall of 2024 .

Broke ground on 295-unit new affordable family housing community(\$86.5 million) located in Pittsfield Township and commenced construction in spring of 2023.

Lockwood Construction

Lockwood Construction completes all significant rehabilitations and new construction projects that are developed and managed by the company.

Founded in 1941 by Rodney M. Lockwood as a pioneer of the modern housing industry has become a premier third generation general contractor in multifamily housing. We rely upon our decades of experience in the building of affordable and market-rate multifamily housing, mixed-use projects, senior living and renovations. Lockwood Construction has successfully completed over 9,000 multifamily and 13,000 single-family homes.

From initial due diligence to final completion our construction team ensures every step during concept analysis, pre-construction planning and design is handled with foresight and precision. We embrace and apply the best management practices and standards of care necessary to protect and preserve the environments around us and strive to incorporate green building practices wherever possible.

Lockwood Management

Lockwood Management has a long history of successfully managing and operating multifamily and senior living assets. Our experienced team members are dedicated to resident satisfaction and client success.

Lockwood Management, a full-service property management company, was established in May of 2000. Currently, the company manages over 3,100 apartments in 26 diverse Michigan and Ohio communities. Lockwood Management has experienced property managers, specializing in senior-designated and multifamily affordable housing properties. Management staff also includes highly-skilled and experienced maintenance personnel.

A demonstrated understanding of program requirements, lease-up, facilities management, and resident retention practices contribute to the successful operation of multifamily and senior living communities in our portfolio.

Select Projects

Lakeshore Village III

Genoa Township, completed 2019

The third phase of Lakeshore Village is a 388-unit, modern apartment complex. Offering one, two, and three-bedroom units, this well-appointed community comes equipped with a pool, clubhouse, fitness center, playground, and on-site management.



Lockwood of Lyon

Lyon Township, completed 2023

A 130-unit independent living, senior housing community in Lyon Township. With elevators, formal dining room, fitness & yoga center, full-service barber/beauty salon, this community has everything seniors need to age gracefully in their community.



Lockwood of Ann Arbor

Ann Arbor, 2024 (Under Construction)

A 154-unit senior independent living community in Ann Arbor. With gated access, private dining, personal laundry and housekeeping, this community will be the envy of seniors in Ann Arbor.



2. Housing Needs

Housing Needs

Royal Oak's largest employers rely on employees that live outside the surrounding area of Royal Oak. These employees spend on average 25 minutes commuting to their jobs every day.

Housing that caters to the working families of Royal Oak while providing them with a sustainable solution to their 25-minute commutes will not only create a healthier community, but it will allow employers to attract long-term, reliable employees. Ultimately, employee retention and job growth will be increased.

Housing needs in Oakland County are growing, but wages and new housing is not keeping pace with the demand. As a result, rents for new apartments are now averaging over \$1,900/month and are expected to continue to grow over the next five years. Rapidly putting it out of reach for many families.

Housing Tax Credits

To create affordable housing, Lockwood has applied to the Michigan State Housing Development Authority (“MSHDA”) for housing tax credits to help construct the development.

These credits will play a part in helping to offset the rapidly rising costs of construction and interest rates, while ensuring the rents remain affordable to working families.

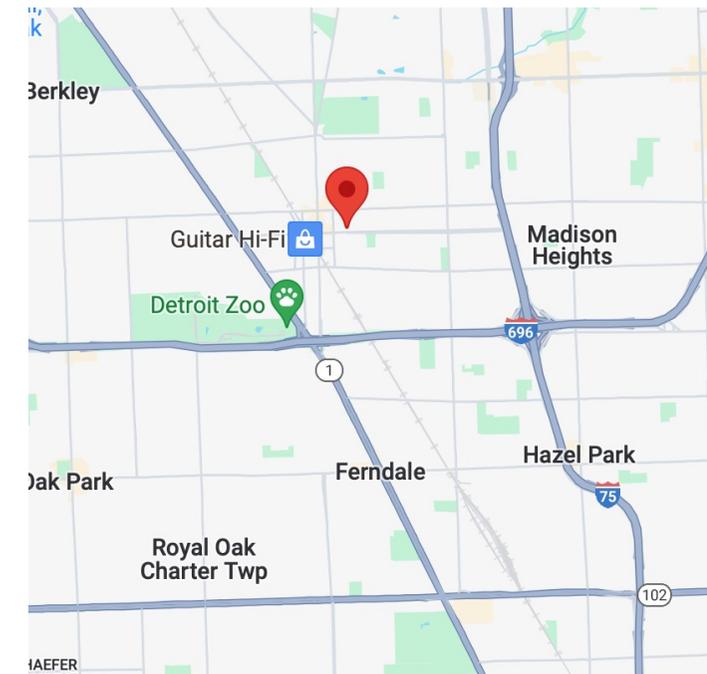
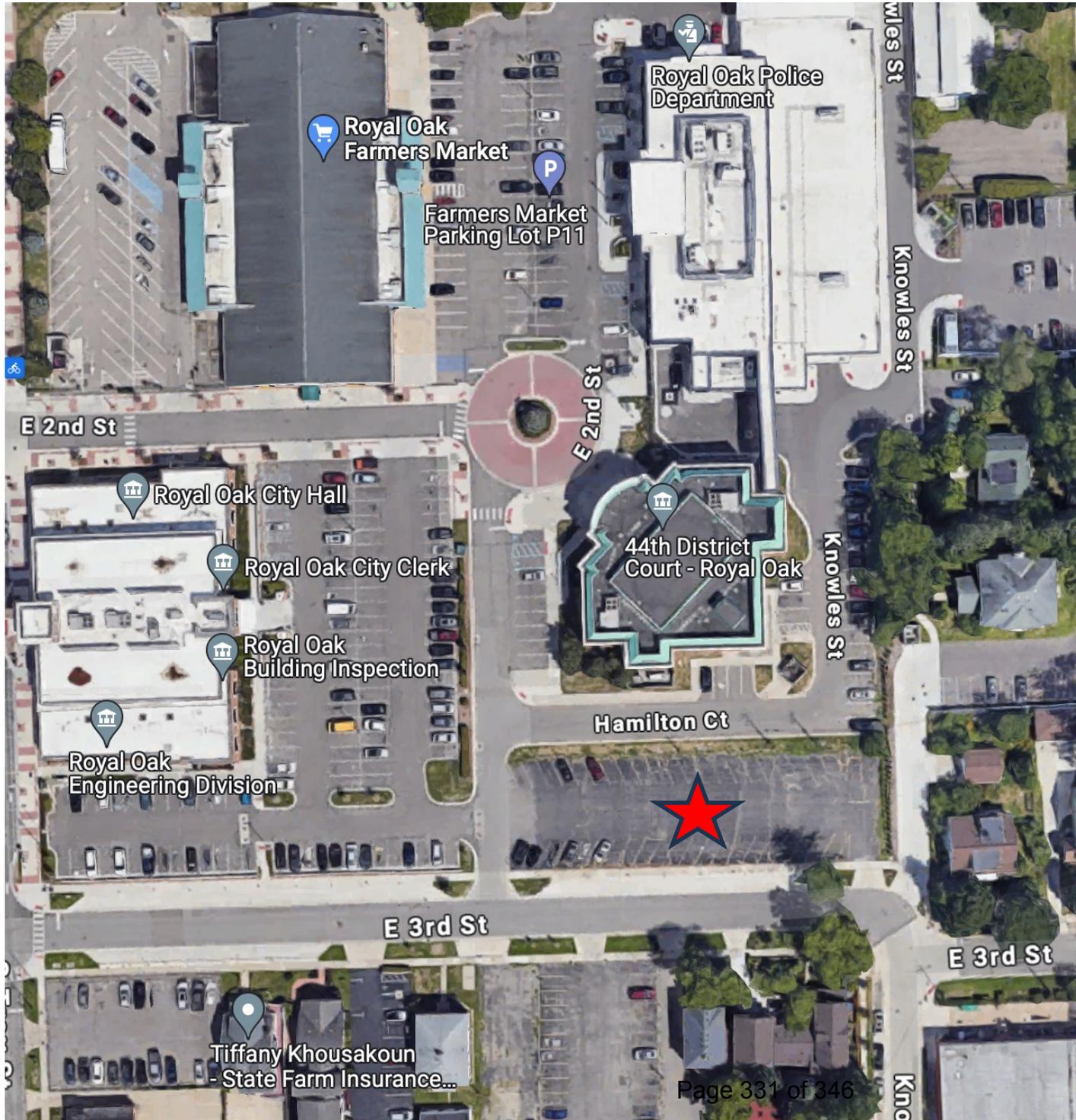
34 of the apartments will be affordable to people making 60% of the area median income (“AMI”). 60% of median income for Oakland County ranges from \$39,780 - \$56,820 for a 1 to 4-person household.

Examples of average salaries in Royal Oak:

School Nurse:	\$34,476 - \$84,015
Teacher:	\$39,886 - \$82,697
Firefighter:	\$35,867 - \$68,424
Police officer:	\$56,085 - \$75,190
Librarian:	\$52,372 - \$91,313

3. Plans & Overview

Location



Development Overview

Lockwood proposes to undertake a very challenging project, but one that will significantly benefit Royal Oak in the long term. By providing mixed-income apartments with both affordable and market-rate offerings, it will provide jobs and vitally needed housing options.

Housing is generally becoming more and more unaffordable in high demand areas like Royal Oak. Leaving many of the workers who make the businesses flourish have to live in entirely different communities. By offering housing options to people who are already apart of this community, Royal Oak becomes a more welcoming and complete community.

Lockwood is proposing a total of approximately 51 apartments as follows:

- 36 - One-bedroom apartments
- 15 – Two-bedroom apartments

34 of the apartments would be made available to households earning no more than 60% of the area median income. Rents will remain affordable for at least thirty years.

Rental rates vary based on MSHDA approved rent schedule, but the upper limits of rents for 2024 are generally as follows:

One Bedroom.....	\$1,080
Two Bedroom.....	\$1,213

Conceptual Design



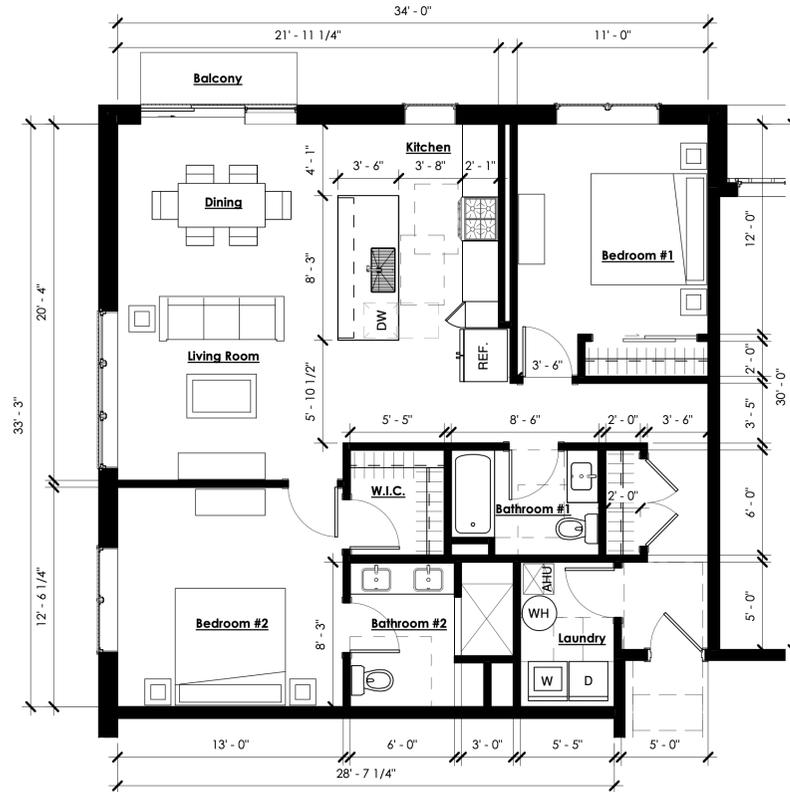
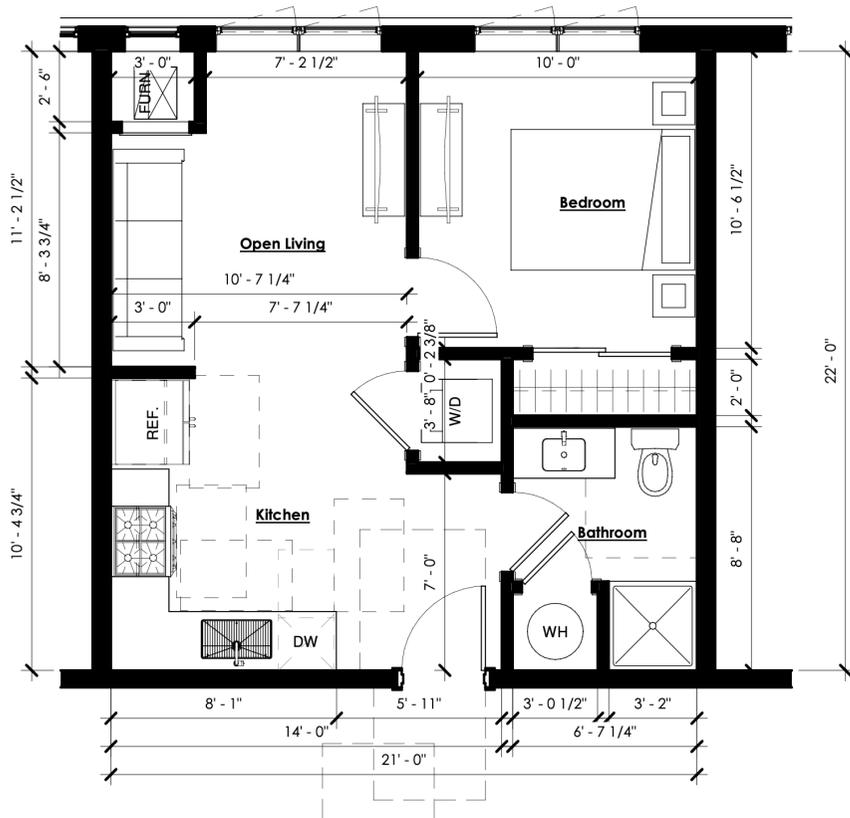
Conceptual Design



Conceptual Design



Preliminary Concept



Sample units plans for the one and two-bedroom units. All units will have balconies, and in-unit laundry.

4. Schedule

Approximate Schedule

Sign Purchase & Sale Agreement	January 2024 - COMPLETE
Conduct Site Investigations	February & March 2024 - COMPLETE
Local Approvals, Agreements, Permits	July 2024 – February 2025
Apply to MSHDA	April 2024 - COMPLETE
Secure Final MSHDA Approval & Financing	November 2024
Closing and Construction Start	March 2025
Construction Period	March 2025 – September 2026
Grand Opening	September 2026

5. Financing

Financing

Lockwood Development is currently in process applying for 4% low-income housing tax credit (“LIHTC”) financing from the Michigan State Housing Development Authority (“MSHDA”).

The preliminary application for this project was submitted to MSHDA in April; with final applications due September 2, 2024.

Upon receipt of a reservation of LIHTCs, Lockwood will rapidly proceed through preparation of construction documents and permanent financing applications.

Closing is expected to occur in the first quarter of 2025. With an estimated 18-month construction timeline; the grand opening would occur in 2026.

Financing

This development includes several ambitious objectives that make it particularly challenging to finance in this economic climate. However, Lockwood is committed to working with our partners in the public sector to bring these initiatives to reality.

Tight, downtown sites that require structured parking are faced with significant additional expense on top of what is already being faced in a rapidly increasing construction cost environment. Further complicated by the rapid rise in interest rates over the last 18 months, developments of all kinds are struggling to pencil. Layer in the affordability component and the development cannot be built without the help of our public partners.

The plan that Lockwood is presenting would leverage any assistance provided by the City with other public/private funds to bring this dynamic project to life.

At a time when housing affordability is becoming more and more urgent, Lockwood requests the City of Royal Oak's assistance in helping make housing affordability possible.

Financials

APARTMENT UNIT MIX/RESIDENTIAL ASSUMPTIONS			
MARKET RATE		AFFORDABLE	
Unit Type	# of Units	Unit Type	# of Units
One Bedroom	9	One Bedroom	27
Two Bedroom	8	Two Bedroom	7
SUBTOTAL	17		34
TOTAL	51		

PROJECT DETAILS	TOTAL
Number of Units	51
Residential Gross SF	45,948
Parking Spaces	60

PROJECT SOURCE DETAILS	AMOUNT
Permanent Mortgage	5,628,902
LIHTC Equity	3,778,428
MSHDA Gap Financing (HOME)	2,632,907
City - ARPA	1,950,000
Deferred Fee	748,534
Income From Operations	33,688
Remaining Gap/Surplus	5,683,087
TOTAL	20,455,547

PROJECT USE DETAILS	
Acquisition Costs	2,100,000
Land Costs	
Structures/Improvements	10,157,946
GR,BO,BP	1,520,309
Site Costs	713,000
Cost	14,491,255
Professional Fees	
Architecture/Engineering Fees	650,000
Legal Fees	45,000
Total Professional Fees	695,000
Interim Construction Costs	
Property and casualty insurance	175,000
Construction Loan Intrest	602,875
Title Work	75,000
Construction Taxes	30,000
Permits	200,000
Total Interim Costs	1,082,875
Financing Fee	260,658
Other Costs in Basis	
Application Fee	2,500
Market Study	8,000
Enviornmental Study	8,500
Cost Certification	15,000
Equipment/Furnishings	50,000
Construction Contingency	619,563
Apprasial/CNA	6,000
Total Other Costs in Basis	709,563
Other Costs NOT in Basis	
Startup/Org Fees	10,000
Tax Credit Fees	30,427
Compliance Monitoring Fees	24,225
Marketing Expence	52,000
Syndication Legal Fees	55,000
Rent Up Allowance	141,227
Total Other Costs Not in Basis	312,879
Reserves	392,799
Developer Fee	2,510,517
TOTAL USE COSTS	20,455,547

Financial Assistance Request

In order to construct the proposed mixed-income development, Lockwood Development requests a reservation of \$1,950,000 of available American Rescue Plan Act (“ARPA”) funds for a period of 6 months. This will allow time to secure the tax credits as well as cooperatively work through any permitting/design matters.

By November, we will know whether our application to MSHDA was successful. Based on the preliminary applications, we have HIGH degree of confidence that we will be awarded.

By the city exclusively reserving the funds for this development, it would allow Lockwood to proceed with the remainder of the pre-development planning and assembling the rest of the capital stack. All details of the funding would still need to be negotiated and come back before the City Commission in the form of a formal development agreement for final approval, following the November MSHDA announcements.



lockwoodcompanies.com

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