



Royal Oak

NOTICE OF CITY COMMISSION MEETING

November 18, 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.*



Agenda

Royal Oak City Commission Meeting

Monday, November 18, 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 Commissioner Cheezum	
3. Pledge of Allegiance	
4. Approval of Agenda	
5. Veterans Events Committee Presentation of Ruck22 March Check	
6. Public Comment	
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e. Proclamation Designating November 30, 2024 Small Business Saturday Daniel Solomon	29
8. Michigan Liquor Control Commission Licensed Establishment Bajron, Inc. (d.b.a. Fourth Street Brunch and Bistro) Request to Approve Plan of Operation Chief Michael Moore	30
9. Resolution to Approve Battle of the Buildings Contract with U.S. Green Business Council of West Michigan and Authorize Entry of City Buildings into the Battle of the Buildings Angela Fox	49

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12.	Adjournment	



Minutes

Royal Oak City Commission Closed Session Meeting

October 28, 2024, 6:30 p.m.
City Hall, Room 122
203 S. Troy Street
Royal Oak, Michigan 48067

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

1. Call to Order by Mayor Fournier

The meeting was called to order at 6:35 p.m.

2. Request to Enter Closed Session under 8(h) of the Open Meetings Act to consider privileged attorney/client communications that are exempt from discussion or disclosure by state and federal statute in a written legal opinion or memorandum.

Moved by: Commissioner Kolo

Seconded by: Commissioner Herzog

Be it resolved, the city commission moves to enter into closed session under 8(h) of the Open Meetings Act to consider privileged attorney/client communications that are exempt from discussion or disclosure by state and federal statute in a written legal opinion or memorandum.

Ayes (7): Mayor Fournier, Commissioner Cheezum, Commissioner Douglas, Commissioner Herzog, Mayor Pro Tem Hunt, Commissioner Kolo, and Commissioner Macey

Motion Adopted (7 to 0)

3. Closed Session

4. Return to Open Session

5. Adjourn

Moved by: Commissioner Kolo

Seconded by: Commissioner Herzog

Motion to adjourn at 7:25 p.m.

Motion Adopted

Melanie Halas, City Clerk

Michael C. Fournier, Mayor



Minutes

Royal Oak City Commission Meeting

October 28, 2024, 7:30 p.m.
City Hall Commission Chambers Room 121
203 South Troy Street
Royal Oak, MI 48067

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

1. Call to Order by Mayor Fournier

The meeting was called to order by Mayor Fournier at 7:30 p.m.

2. Invocation by Mayor Fournier

3. Pledge of Allegiance

4. Introduction of Mental Health Co-responders Program

Police Chief Moore spoke about the new mental health co-responders program partnership with Oakland Community Health Network and the cities of Madison Heights, Ferndale and Hazel Park. It will bring mental health clinicians into the field with police officers. He introduced Tricia Zizumbo, Chief Operating Officer of Oakland Community Health. She discussed about the partnership and the services OCHN provides. Sabrina Fallone, one of the two co-responders, spoke to the commission.

5. Recognition of City Clerk Melanie Halas

Mayor Fournier recognized City Clerk Halas for earning her level three Michigan Professional Municipal Clerk Certification from the Michigan Association of Municipal Clerks.

6. Approval of Agenda

Moved by: Commissioner Macey
Seconded by: Commissioner Cheezum

Be it resolved, the city commission hereby approves the agenda for the October 28, 2024 meeting with the addition of an item acceptance of the recommendation of counsel from closed session and authorizing the mayor to act on behalf of the commission.

Motion Adopted

7. Public Comment

The Bee Teens spoke about the "Leave the Leaves" campaign and why it was important to the environment.

Bill Harrison spoke about the golf course management agreement on the agenda and asked why there wasn't a historical marker for the Hamer family.

Mark Stowers, a Royal Oak Leprechauns representative, spoke about the Halloween Event and also about the upcoming improvements to the park.

Melissa Danou and her daughter Claire, 619 Mount Vernon, spoke against the proposed paving on Mount Vernon.

Treva Formby, a resident on Blair Avenue, spoke in support of the Leave the Leaves campaign.

Chris Ott, 1305 Anne, spoke in support of item 10.

Greg Hall, 1222 Longfellow, spoke in support of pull off parking at Lawson Park.

Bill Gauvreau, 1223 Irving, spoke in support of pull off parking at Lawson Park.

Robert Danou, 619 Mount Vernon, spoke against the proposed paving on Mount Vernon.

Janice Wagman spoke about the rising cost for seniors and the millages that have been passed. She asked that ARPA funds be re-examined.

Bob Stuglin, 4404 Rochester Road, thanked the Mayor for his invocation.

8. Consent Agenda

Commissioner Cheezum removed item 8j from the consent agenda.

Commissioner Kolo removed item 8k from the consent agenda.

Moved by: Commissioner Douglas

Seconded by: Commissioner Herzog

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

Motion Adopted

8.a City Commission Special Meeting Minutes October 12, 2024

Be it resolved, the city commission special meeting minutes of October 12, 2024 are hereby approved.

8.b City Commission Meeting Minutes October 14, 2024

Be it resolved, the city commission meeting minutes of October 14, 2024 are hereby approved.

8.c City Commission Special Meeting Minutes October 15, 2024

Be it resolved, the city commission special meeting minutes of October 15, 2024 are hereby approved.

8.d Approval of Claims

8.d.1 October 18 2024

Be it resolved, the claims of October 18 2024 are hereby resolved.

8.d.2 October 29 2024

Be it resolved, the claims of October 29 2024 are hereby approved.

8.e 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 "information systems" will be deposited into the information systems fund miscellaneous revenue account 636.000.67100.

8.f Approval of Michigan Drug Court Grant Program Contract Fiscal Year 2024-2025

BE IT RESOLVED, the Royal Oak City Commission hereby approves the Michigan Drug Court Grant Program Contract for the 44th District Court in the amount of \$91,000.00 for the period of October 1, 2024 to September 30, 2025.

BE IT FINALLY RESOLVED, the Mayor and City Clerk are authorized to execute the State Fiscal Year 2024-2025 Michigan Drug Court Grant Program Contract.

8.g Approval of Golf Course Management Agreement Extension

BE IT RESOLVED, the Royal Oak City Commission hereby approves the Third Amendment to Management Agreement for the Royal Oak golf course and authorizes the Clerk and Mayor to sign it on its behalf.

8.h Contract Modification - Professional Engineering Services for Water System Plans and Detention Ordinance Updates

BE IT RESOLVED, the Royal Oak City Commission hereby awards contract modification 2 for professional engineering services for the 2025

Water System Plans and Stormwater Detention Ordinance Updates to OHM Advisors of Livonia, Michigan, currently under contract with the city, as outlined in the proposals dated September 16, 2024 and October 4, 2024 and directs staff to issue a purchase order in the amount of \$110,000.

8.i Request to Fill a Vacancy Librarian III

Be it resolved, the Royal Oak City Commission hereby approves the filling of Librarian III.

8.j 2024 Older Adult Advisory Board Annual Report

This item was removed from the consent agenda.

Moved by: Commissioner Cheezum

Seconded by: Commissioner Herzog

BE IT RESOLVED, the Royal Oak City Commission hereby approves the 2024 annual report from the Older Adults Advisory Board.

Motion Adopted

8.k Approval of Business Mural at 3315 N Campbell Road

This item was removed from the consent agenda.

Moved by: Commissioner Kolo

Seconded by: Commissioner Macey

BE IT RESOLVED, the Royal Oak City Commission hereby approves the proposed mural at 3315 N Campbell Rd as art.

Motion Adopted

8.l Proclamation Designating November Lung Cancer Awareness Month in Royal Oak

Whereas, lung cancer is the leading cause of cancer death among men and women in the United States, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined; and

Whereas, according to the Centers for Disease Control most recent data, there were 209,500 new lung cancer cases in 2022, and 131,888 deaths due to lung cancer in 2022; and

Whereas, the five-year survival rate for localized lung cancer is approximately 60-percent, yet only and estimated 24-percent of lung cancers are diagnosed at this stage; and

Whereas, screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung

cancer and save lives, reducing the mortality by 20-percent when compared to screening by chest x-ray in the National Lung Screening Trial and reducing the risk of death at 10-years by 24-percent in men and 33-percent in women as demonstrated by another large randomized trial; and

Whereas, funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities; and

Whereas, lung cancer incidence is decreasing twice as fast in men as it is in women, each year more women die from lung cancer than breast cancer and by 2035, more women will die from lung cancer than men; and

Whereas, African Americans have the highest lung cancer incidence and mortality of all races, and disparities in lung cancer screening, diagnosis, treatment, and mortality are well characterized among African Americans and other racial minorities; and

Whereas, lung cancer in individuals who never smoked is the 7th leading cause of cancer-related death and accounts for 17,000-26,000 deaths in the US every year, 60-70-percent of individuals diagnosed with lung cancer who never smoked are women and the proportion of lung cancers diagnosed in people who never smoked is increasing in the US; and

Whereas, radon is the leading cause of lung cancer among individuals who never smoked and the second leading cause of lung cancer overall; and

Whereas, the stigma surrounding lung cancer creates barriers to early diagnosis, treatment, and funding for research, has a detrimental impact on the quality of life of people diagnosed with lung cancer, and hinders awareness of and research into lung cancer risk factors other than smoking;

Whereas lung cancer research is leading to breakthroughs in the identification of genetic alterations associated with lung cancer and in the development of lung cancer treatments, including immunotherapies and targeted therapies; and

Whereas, organizations working in the United States and Royal Oak such as the American Lung Cancer Screening Initiative and Women's Lung Cancer Forum, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in Royal Oak.

Now, therefore, be it resolved, I Mayor Fournier, and members of the Royal Oak City Commission on behalf of the entire Royal Oak Community do hereby proclaim November 2024 as Lung Cancer Awareness Month in Royal Oak, and recognize the need for research in lung cancer affecting

women and lung cancer health disparities, and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

8.m Receive and File

8.m.1 September 2024 Investment Report

9. Michigan Liquor Control Commission – Buzz Group, LLC (d.b.a. Voodoo Brewing Company)

Mike Dimmer, petitioner, spoke to the commission and took their questions.

Moved by: Commissioner Kolo

Seconded by: Commissioner Herzog

Be it resolved, that the City Commission hereby approves the Plan of Operation, dated October 1, 2024, for Buzz Group, LLC d/b/a Voodoo Brewing Company, located at 112 S. Main Street, Royal Oak, Michigan.

Be it further resolved, that the City Commission hereby approves the proposed Entertainment Permit Agreement with Buzz Group, LLC and authorizes the Mayor and City Clerk to execute same on behalf of the city.

Motion Adopted

10. Lawson Park – Parking on E. Parent Avenue

Moved by: Commissioner Kolo

Seconded by: Commissioner Douglas

BE IT RESOLVED, the Royal Oak City Commission hereby denies the resident request for parking pull-off improvements on E. Parent Avenue for Lawson Park but to construct the road in a way that this project can come back for reallocation of funds in 2026 to build the parking spaces.

BE IT FURTHER RESOLVED, the city commission directs the engineering department to conduct a study and take it to the traffic committee to potentially open up berms on Parent, Irving and Dondero.

Ayes (6): Commissioner Cheezum, Commissioner Douglas, Commissioner Herzog, Mayor Pro Tem Hunt, Commissioner Kolo, and Commissioner Macey

Nays (1): Mayor Fournier

Motion Adopted (6 to 1)

11. Consideration of Ordinance to Conditionally Rezone 1200 Knowles Street to General Industrial – Second Reading

Moved by: Commissioner Douglas

Seconded by: Mayor Pro Tem Hunt

Whereas the Royal Oak Planning Commission held a public hearing on September 10, 2024, and recommended approval of an amendment to the City of Royal Oak Zoning Map for the purpose of conditionally rezoning 1200 Knowles Street (parcel no. 25-22-377-028) from "Mixed Use 1" to "General Industrial;" and

Whereas the Royal Oak City Commission has determined that the Zoning Map amendment is consistent with the goals and objectives of the City of Royal Oak Master Plan and has received the record of public comments taken at the public hearing held at the Planning Commission meeting of September 10, 2024.

Therefore, be it resolved, that Ordinance 2024-13, entitled "An Ordinance to Amend the Zoning Map of the City of Royal Oak," is hereby adopted on second reading.

The City of Royal Oak ordains:

Section 1 – Ordinance. Pursuant to the provisions of the Michigan Zoning Enabling Act, Public Act 110 of 2006, as amended, and pursuant to all applicable provisions of law, the City of Royal Oak Zoning Map is hereby amended to conditionally rezone 1200 Knowles Street (parcel no. 25-22-377-028) from "Mixed Use 1" to "General Industrial," and SP 24-09-10, a site plan to allow establishment a warehouse and distribution center with accessory packaging, assembly, storage, and offices within existing buildings at 1200 Knowles Street (parcel no. 25-22-377-028), is hereby approved, subject to the associated "conditional zoning agreement."

Section 2 – Severability. If any section, subsection, clause, phrase or portion of this ordinance is for any reason held invalid or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 3 – Savings. As 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 are commenced.

Section 4 – Repealer. All ordinance or parts of ordinances in conflict herewith are hereby repealed only to the extent necessary to give this ordinance full force and effect.

Section 5 – Effective Date. This ordinance shall be published in a newspaper of general circulation in the City of Royal Oak and shall become effective ten (10) days after publication, as provided by law.

Be it further resolved that the City Commission hereby approves the associated conditional zoning agreement required as part of the second reading for ordinance 2024-13, subject to any final revisions from the City Attorney, and that the Mayor and City Clerk are hereby authorized to execute said agreement.

Ayes (5): Mayor Fournier, Commissioner Cheezum, Commissioner Douglas, Mayor Pro Tem Hunt, and Commissioner Macey

Nays (2): Commissioner Herzog, and Commissioner Kolo

Motion Adopted (5 to 2)

12. Approval of Employment Agreement – Joseph Gacioch

Moved by: Commissioner Douglas

Seconded by: Commissioner Herzog

Be it resolved, the Royal Oak City Commission hereby approves the filling of position of City Manager and approves the proposed employment agreement with Joseph Gacioch with a change of the date in the agreement from November 28th to October 28th; and

Be it further resolved, the Royal Oak City Commission hereby authorizes the Mayor and City Clerk to execute the employment agreement on behalf of the City.

Motion Adopted

13. Acceptance of Counsel's Recommendation as Discussed in Closed Session

Moved by: Commissioner Macey

Seconded by: Mayor Pro Tem Hunt

Be it resolved, the city commission accepts the recommendation from counsel as discussed in closed session and authorizes the mayor and city clerk to act on behalf of the city commission.

Motion Adopted

14. Adjournment

Moved by: Commissioner Herzog

Seconded by: Commissioner Douglas

Motion to adjourn at 9:21 p.m.

Motion Adopted

Melanie Halas, City Clerk

Michael C. Fournier, Mayor



Minutes

Royal Oak City Commission Closed Session Meeting

November 11, 2024, 6:30 p.m.
City Hall, Room 122
203 S. Troy Street
Royal Oak, Michigan 48067

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

Absent: Commissioner Macey

1. Call to Order by Mayor Fournier

Mayor Fournier called the meeting to order at 6:35 p.m.

2. Request to Enter Closed Session under Section 8(h) of the Open Meetings Act to consider privileged attorney/client confidential communications exempt from discussion or disclosure by both state and federal law contained in a written legal opinion

Moved by: Commissioner Kolo

Seconded by: Commissioner Herzog

Be it resolved, the city commission requests to enter into closed session under Section 8(h) of the Open Meetings Act to consider privileged attorney/client confidential communications exempt from discussion or disclosure by both state and federal law contained in a written legal opinion.

Ayes (6): Mayor Fournier, Commissioner Cheezum, Commissioner Douglas, Commissioner Herzog, Mayor Pro Tem Hunt, and Commissioner Kolo

Motion Adopted (6 to 0)

3. Closed Session

4. Return to Open Session

5. Adjourn

Moved by: Commissioner Kolo
Seconded by: Commissioner Herzog

Motion to adjourn at 7:34 p.m.

Ayes (6): Mayor Fournier, Commissioner Cheezum, Commissioner Douglas,
Commissioner Herzog, Mayor Pro Tem Hunt, and Commissioner Kolo

Motion Adopted (6 to 0)

Melanie Halas, City Clerk

Michael C. Fournier, Mayor



Minutes

Royal Oak City Commission Meeting

November 11, 2024, 7:30 p.m.
City Hall Commission Chambers Room 121
203 South Troy Street
Royal Oak, MI 48067

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

Absent: Commissioner Macey

1. Call to Order by Mayor Fournier

The meeting was called to order by Mayor Fournier at 7:38 p.m.

2. Invocation by Mayor Pro Tem Hunt

3. Pledge of Allegiance

4. Approval of Agenda

Interim City Manager asked for an addition to the agenda regarding Jon Witz update to be placed after public comment.

Moved by: Commissioner Kolo

Seconded by: Commissioner Cheezum

Be it resolved, the city commission hereby approves the agenda for the November 11, 2024 meeting with the addition of an item after public comment for program updates from Jon Witz.

Motion Adopted

5. Proclamation Supporting Operation Green Light for Veterans

Mayor Fournier presented the following proclamation to veteran David Wandoff.

Whereas, the residents of the City of Royal Oak honor and appreciate the men and women who have served in the Armed Forces; and

Whereas, their sacrifices have been essential in protecting our freedoms and way of life; and

Whereas, many veterans continue to serve our community through organizations like the American Legion, Veterans of Foreign Wars, and Canadian Legion; and

Whereas, 200,000 service members transition to civilian life annually, with an expected 20 percent increase in the near future; and

Whereas, many face high stress and increased suicide risk during this transition; and

Whereas, the National Association of Counties encourages recognition of Operation Green Light for Veterans.

Now, therefore, be it resolved, I Mayor Fournier, and members of the Royal Oak City Commission on behalf of the entire Royal Oak Community do hereby proclaim November 4 through November 11, 2024, as a time to honor veterans transitioning to civilian life and encourage citizens to display green lights from November 4 to 11, 2024 as part of Operation Green Light, in support of our veterans.

6. Public Comment

Anthony Krolikowski, 618 Mount Vernon, was opposed to the petition regarding opening Mount Vernon and Lexington.

Debra Barnett, 716 Mount Vernon, was opposed to the paving of Mount Vernon.

Trish Oliver spoke about the city's Master Plan and item 8.

Don Ziemann, 612 Mount Vernon, was opposed to the paving of Mount Vernon

Bill Harrison, 2729 Trafford, spoke about a flyer for the South Oakland Citizens for the Homeless who are taking over the Starr Presbyterian Church. He had questions regarding who would be staying there.

Robert Danou, 619 Mount Vernon, spoke about the Axon contract on the agenda.

Debra Ivey, 139 E Windemere, was opposed to the paving of Mount Vernon

Nancy Poprafsky spoke about fracking and the environment.

Judy Mullen, 527 West Sunnybrook, was opposed to the paving of Mount Vernon.

6.a Program Updates from Jon Witz

Jon Witz spoke to the commission about funding that was provided for various programs and their successes. He gave an update on upcoming Royal Oak holiday programs.

7. Consent Agenda

Moved by: Commissioner Douglas
Seconded by: Commissioner Herzog

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

Motion Adopted

7.a Claims

7.a.1 November 1 2024 Regular and Special Payroll

Be it resolved, the claims of November 1 2024 Regular and Special Payroll are hereby approved.

7.a.2 November 12 2024

Be it resolved, the claims of November 12 2024 are hereby approved.

7.b Approval of Purchase Orders

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

Requisition # R008464

Vendor: SRM Concrete

Requesting approval for: \$40,000

Price Source: estimation

Budgeted: \$40,000

Department / Fund: streets & water & sewer maintenance / major & local streets & water & sewer

Description: concrete

Requisition # R008382

Vendor: Patrick Gagniuk

Requesting approval for: \$40,000

Price Source: estimation / coordinator bid by Royal Oak

Budgeted: \$40,000

Department / Fund: indigent defense

Description: contracted legal / advisory counsel

Requisition # R008608

Vendor: Community Publishing

Requesting approval for: \$30,000

Price Source: sole source

Budgeted: \$30,000

Department / Fund: multiple / multiple

Description: ads for Royal Oak Today

7.c 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 "library" will be deposited into the general fund miscellaneous revenue account 271.000.67100.

7.d Approval of Additional Financial Institutions

Be it resolved, the city commission hereby approves the addition for Community Unity Bank, F&M Bank, and Oakland County Local Governmental Investment Pool to the city's approved list of financial institutions for investing city monies.

7.e Grant of Easement for Stormwater Detention Facilities at 31786 Woodward Avenue

BE IT RESOLVED, the Royal Oak City Commission hereby authorizes the mayor and city clerk to execute the easement agreement with MLL Properties, LLC of Royal Oak, Michigan for the installation of a storm water detention facilities at 31786 Woodward Avenue.

7.f Settlement Agreement with Audia Construction, Inc.

BE IT RESOLVED, the Royal Oak City Commission hereby authorizes the mayor and city clerk to execute the settlement agreement with Audia Construction, Inc. regarding the concrete scaling defects observed on 2022 and 2023 construction projects.

7.g Receive and File

7.g.1 American Rescue Plan Act Enabled Project Funding Report

8. Hearing of Necessity and Standard Resolutions 3 and 4 Special Assessment Paving of Mt. Vernon Boulevard

Mayor Fournier opened the public hearing.

Melissa Donohue, 619 Mount Vernon, objected to the paving of Mt. Vernon. She read a portion of a letter by the Corwin family on 703 Mount Vernon.

Resident, 816 Mount Vernon, spoke about why he would be for or against the paving of Mount Vernon.

Robert Danou, 619 Mount Vernon, objected to the paving of Mount. Vernon.

Amy Oragood, East Windemere, objected to the paving of Mount Vernon.

Nancy Poprafsky objected to the paving of Mount Vernon.

Judy Mullen objected to the paving of Mount Vernon.

With no one else wishing to speak, Mayor Fournier closed the public hearing.

No further action was taken on this item.

Moved by: Commissioner Kolo

Seconded by: Commissioner Douglas

Be it resolved, the city commission requests that staff report back to the city commission within 90 days regarding the hearing notification process and have DPS give cost and environmental impact of maintaining dirt roads.

Ayes (2): Commissioner Douglas, and Commissioner Kolo

Nays (4): Mayor Fournier, Commissioner Cheezum, Commissioner Herzog, and Mayor Pro Tem Hunt

Motion Failed (2 to 4)

9. Proposed Amendments to Chapter 64 Environmental Advisory Board, First Reading

Moved by: Commissioner Kolo

Seconded by: Commissioner Herzog

BE IT RESOLVED, the Royal Oak City Commission hereby approves ordinance changes to Chapter 64 creating the Environmental Advisory Board on first reading.

Motion Adopted

10. 2024 Axon Contract Renewal

Moved by: Commissioner Kolo

Seconded by: Commissioner Herzog

Be it resolved, the City Commission approves the contract renewal between the City and Axon Enterprise, Inc. for police department technology, to extend the term to January 1, 2030.

Be it further resolved, the City Commission hereby authorizes the Mayor and City Clerk to execute same on behalf of the city.

Motion Adopted

11. Adjournment

Moved by: Commissioner Douglas

Seconded by: Mayor Pro Tem Hunt

Motion to adjourn at 9:23 p.m.

Motion Adopted

Melanie Halas, City Clerk

Michael C. Fournier, Mayor

PAYROLL #625 & 626PAYROLL DATE: 11/15/24**HUNTINGTON - PAYROLL**

DIRECT DEPOSIT	\$	901,478.61	
PAPER CHECK		48,225.61	
ADJUSTMENTS			
			<u>\$949,704.22</u>

ELECTRONIC MONEY TRANSFER - ACH

IRS

FED. W/H	126,879.07	
SOC SEC	96,836.56	
MEDICARE	37,148.58	
		<u>260,864.21</u>

STATE OF MICHIGAN TREASURY	<u>48,035.03</u>
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FRIEND OF THE COURT	<u>3,419.77</u>
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MISSIONSQUARE	<u>123,757.97</u>
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NATIONWIDE	<u>38,155.14</u>
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MERS	<u>28,172.32</u>
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TASC	<u>10,409.25</u>
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ACCOUNTS PAYABLE - CHECKS

MICHIGAN EDUCATION TRUST	<u>-</u>
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MISC DEDUCTIONS	<u>193.54</u>
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UNION DUES

PSA
POA
Command
Detectives
DPS
Fire
TPOAM
Parking

UNION DUES	<u>-</u>
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GRAND TOTAL	<u>\$ 1,462,711.45</u>
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CITY COMMISSION AGENDA ITEM

TITLE	Approval of Lease Extension – Lincoln Triangle
SUBMITTING DEPARTMENT	Department of Public Service
PRESENTER	Aaron Filipski
MEETING DATE	November 18, 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.):*

In 2022, As part of a neighbor-led initiative to deconstruct the DPS storage area at Patricia Paruch Park, the city entered into a lease agreement with the owners of a vacant parcel of land on Lincoln near Troy Street, informally known as the 'Lincoln Triangle'. The space is used to store city equipment, surplus vehicles, and items for project staging.

The primary and extended period of the original lease has expired. The lessor agreed to a month-to-month extension and the attached amendment formalizes those terms. In the event that the lessor opts to increase the monthly rent as provided for in the agreement, staff will reassess the value of the arrangement at that time.

Given constraints on storage space at city-owned facilities, and the need from time to time to have space for project staging, the Department of Public Services recommends approving this amendment.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	\$21,000 Annually
AMOUNT CURRENTLY BUDGETED	\$21,000
BUDGET AMENDMENT REQUIRED	\$0.00 (BA between dept; net -0- effect on FB)
FUNDING SOURCE/ GL NUMBER	226.528.89700
WAS THIS A BUDGETED EXPENSE?	<input checked="" type="checkbox"/> Yes <input 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.)*

None.

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.)*

None.

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.*

None.

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.

This lease provided a solution to the resident-led initiative to deconstruct the city storage area formerly located at Patricia Paruch Park.

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 Parks and Recreation Advisory Board was engaged during discussions with neighborhood petitioners.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

BE IT RESOLVED, the Royal Oak City Commission hereby approves the license agreement amendment with Lincoln Triangle, LLC, and authorizes the Director of Public Services to sign the amended license agreement on its behalf.

ATTACHMENTS:

- License Agreement Amendment
- Original License Agreement

RECEIVED

OCT 13 2022

License Agreement

FINANCE DEPARTMENT

This LICENSE AGREEMENT (hereinafter "License Agreement") is made as of 09/13/22, 2022, between **LINCOLN TRIANGLE LLC**, whose address is 47 Oxford Rd., Grosse Pointe Shores, MI 48236 ("Licensor"), and **CITY OF ROYAL OAK**, whose address is 203 S. Troy St., Royal Oak, MI 48067 ("City").

Licensor, in consideration of the covenants herein specified, hereby grants to City a license ("License") to use real property located in the City of Royal Oak, Michigan, being Tax Parcel ID# 25-22-158-007, and commonly known as vacant land on E. Lincoln ("Licensed Area") for City to use for the storage of environmentally safe equipment, machinery, personal property and/or vehicular parking by City contractors working in the downtown area.

This License Agreement is executed by Licensor and accepted by City on and subject to the following terms and conditions:

1. Duration. Subject to Licensor's right, in the sole discretion of Licensor, for any reason or for no reason, to terminate this License Agreement at any time effective upon one hundred thirty five (135) days advance notice to City ("Early Termination Right"), this License Agreement shall be effective from 09/13/22, 2022 ("Effective Date") and shall run through the date which is twelve (12) months from the Effective Date ("Primary Period"). Subject again to Licensor's Early Termination Right, Licensor grants to City the option to extend this License Agreement for one additional twelve-month period ("Extended Period"), by City providing Licensor written notice prior to the end of the Primary Period.
2. Consideration. City shall pay to Licensor as consideration for the use of the Licensed Area the sum of **\$1,500.00/month** during the Primary Period and, to the extent extended, **\$1,750/month** during the Extended Period, with all payments due on the first day of each calendar month with a 10-day grace period.
3. Security. Licensor will pay for electricity charges relating to the outdoor lighting that currently exists within the Licensed Area as of the Effective Date. Otherwise, City acknowledges that Licensor has zero responsibility to protect and/or secure the Licensed Area and that City is responsible for providing, in its sole discretion and at its sole expense, any on-site or other security that it may require to protect the Licensed Area 24 hours per day, 7 days per week, during the Primary Period and any Extended Period.
4. Condition of the Licensed Area/Repairs and Maintenance. City accepts the Licensed Area in its present condition and upon the expiration of this License Agreement shall leave the Licensed Area in a condition substantially similar to the condition as it existed on the Effective Date of this License Agreement. Licensor has zero obligations to maintain, repair or replace any improvements located in the Licensed Area, including without limitation, the existing wall/fence and gate. City acknowledges that Licensor has zero maintenance obligations with respect to the Licensed Area, and City will keep the Licensed Area clean and consistent with the surrounding space (including weed control, lawn cutting, snow removal in compliance with City ordinances and otherwise) and shall not make alterations or additions to the Licensed Area, with the exception of those alterations or additions allowed pursuant to the terms of this License Agreement, without Licensor's prior written consent. To the extent that any improvements located in the Licensed Area, including without limitation, the existing wall/fence and gate, become damaged and such damage is caused by the use of this license by City or its agents, contractors or invitees, then the City shall be responsible for the cost of all repairs and/or replacements reasonably desired by Licensor. If any such damage is caused by normal wear and tear, then neither party shall have the obligation to make or pay for any such repairs and/or replacements, but City shall have the option to do so to the extent it wishes. Before City accepts the Licensed Area, City may take photographs of the Licensed Area to document the then-present condition of the Licensed Area, and City shall share any such photographs with Licensor.
5. Exclusivity. Except with respect to Licensor providing access to a contractor to periodically take groundwater samples from four (4) existing monitoring wells, as further described in Section 8b below, which may result in extremely minor disruptions to City's use of the license granted herein, or as otherwise expressly provided in this License Agreement, during the term of this License Agreement, Licensor shall not license or grant to any other person or entity any other right, permission, or interest (including leases and easements) in the Licensed Area.

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FINANCE DEPARTMENT

6. Insurance. Licensor shall not be required to carry any Insurance relating to the Licensed Area. City shall carry insurance in commercially reasonable types and amounts as required by Licensor. City and its contractors shall maintain workers' compensation insurance and employers' liability insurance, automobile liability insurance for all owned, non-owned and hired vehicles and commercial general liability insurance (on an occurrence basis) covering third party claims including bodily injury/property damage and personal injury, each with limits reasonably acceptable to Licensor. City's liability policies shall name Licensor and its designated affiliates and/or lenders as additional insureds (on a primary and noncontributory basis) and provide thirty (30) days' notice of cancellation or non-renewal. City shall also maintain insurance against loss to all property of City or others, regardless of ownership, that are stored/used in/on the Licensed Area in amounts not less than the replacement value of such property that also covers consequential damages associated with any loss. Any claim in excess of policy limits or primary coverage shall be considered a self-insured risk of City. City's property, liability and workers' compensation insurance policies shall contain a waiver of subrogation naming Licensor.
7. Indemnity. To the extent permitted by Michigan law, City shall indemnify and hold Licensor harmless from and against any and all claims, actions, damages, liability and expense, in connection with loss of life, personal injury or damage to property in the Licensed Area during the term of this License Agreement.
8. Environmental Indemnity and Acknowledgment.
- a. Licensor shall indemnify City for any cleanup costs incurred by City as a result of its use of the Licensed Area and related to environmental contamination in, on, and under the Licensed Area excepting only contamination resulting from a release by City or its employees, agents and/or invitees. The provisions of this paragraph shall survive the duration or any termination of this License Agreement.
- b. Licensor represents to City that Licensor is not aware of any contamination located in the Licensed Area or other recognized environmental conditions related thereto, except as follows:
- The gas station site located at 735 S. Main and approx. 360 feet west of the Licensed Area has been identified on the Michigan Underground Storage Tank (UST) list and the Michigan Leaking Underground Storage Tank (LUST) list. A railroad right-of-way separates the gas station site from the Licensed Area. As of July 6, 2017, the UST listing indicated that six USTs are associated with the gas station site: three 10,000-gallon gasoline USTs then in use; one 600-gallon used oil UST then in use; and one 550-gallon used oil UST and one 1,000-gallon used oil UST, which were removed from the ground. As of such date, the LUST listing indicated two confirmed releases (C-1060-89 and C-1840-91) were reported for the gas station site on December 8, 1989 and September 5, 1991. The database also indicates gasoline was released. The groundwater gradient appears to be easterly. Additionally, four monitoring wells ("Monitoring Wells"), associated with the release at the gas station site, were installed in or very near the Licensed Area. For many years, Licensor has provided access to one or more contractors to periodically take groundwater and/or other types of samples from the Monitoring Wells. Based on reports provided to Licensor, petroleum hydrocarbons have migrated to the site, and, as of July 6, 2017, soil and groundwater contamination exceed MDEQ/EGLE Residential Cleanup Criteria on the property.
- c. By executing this License Agreement, City acknowledges receipt of the information identified in Section 8b. above and that the Licensed Area is likely a "facility" as defined under state and federal law. City acknowledges that such contamination exists and that it will not interfere with access provided by Licensor for the continued monitoring thereof.
9. Entire Agreement. This License Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter. There are no agreements, representations, statements, or understandings which have been relied on by the parties hereto which are not stated in this License Agreement.
10. Miscellaneous.

RECEIVED

OCT 13 2022

FINANCE DEPARTMENT

- a. All requisite action on the part of Licensor necessary for the execution, delivery, and performance of this License Agreement have been taken.
- b. This License Agreement shall be interpreted and construed under the laws of the State of Michigan.
- c. The captions and headings herein are for convenience and reference only and shall not be used to construe or interpret this License Agreement.
- d. Whenever possible, each provision of this License Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision of this License Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the License Agreement; and the parties shall negotiate in good faith to replace such prohibited or invalid provision with the intent of preserving the original business intent thereof.
- e. Any notices required or permitted to be given under the terms of this License Agreement shall be in writing and given by certified U.S. mail, postage prepaid, or by recognized courier service, and in any case duly and properly addressed to the party indicated below (or such other address as the party to whom such notice is to be given may specify from time to time by notice to the other party in accordance with this section):

Lincoln Triangle LLC
47 Oxford Road
Grosse Pointe Shores, MI 48236
Or sent by email to:
gcooksey@cgemerson.com

City of Royal Oak
Attn: City Attorney
203 S. Troy St.
Royal Oak, MI 48067

Each such notice shall be deemed to have been given and effective when mailed as evidence by the receipt of said mailing.


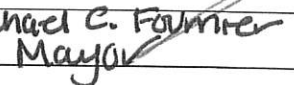
- g. This License Agreement may be executed and delivered in counterparts, including by electronic transmission thereof, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Licensor and City have executed this License Agreement on the date first above written.

LINCOLN TRIANGLE LLC

CITY OF ROYAL OAK, MICHIGAN

By: 
Gregory Cooksey, Manager

By: 
Its: 
Mayor

FIRST AMENDMENT TO LICENSE AGREEMENT

This FIRST AMENDMENT TO LICENSE AGREEMENT ("First Amendment") is made effective as of September 30, 2023, by and between LINCOLN TRIANGLE LLC, a Michigan limited liability company ("Licensor"), and CITY OF ROYAL OAK ("City").

RECITALS:

This First Amendment is based on the following recitals:

A. Licensor and City are parties to that certain License Agreement dated September 13, 2022 ("License"), with respect to vacant land located on E. Lincoln in the City of Royal Oak, tax parcel 25-22-158-007.

B. Licensor and City desire to extend the term of the License on a month-to-month basis and otherwise amend the License as more fully set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. All capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the License.

2. The parties hereby agree to extend the term of the License on a month-to-month basis. Either party may terminate the License hereafter by providing written notice to the other party, and the License shall terminate on the last day of the following calendar month. Consideration shall continue at \$1,750.00/month, but Licensor shall have the right to increase such amount to \$2,000.00/month at any time upon 30 day's prior notice to City, which increase shall take effect on the first day of the following calendar month.

3. Except as amended hereby, the License is restated and republished in its entirety and remains in full force and effect. To the extent that there are any conflicts or inconsistencies between the provisions contained in this First Amendment and the provisions contained in the License, the provisions of this First Amendment shall be deemed to be superseding and controlling. This First Amendment may be executed in counterparts.

IN WITNESS WHEREOF, the parties have executed this First Amendment the date and year first above written.

LINCOLN TRIANGLE LLC

CITY OF ROYAL OAK

By: 
Gregory W. Cooksey, Manager

By: _____
Michael Fournier, Mayor

By: _____
Melanie Halas, City Clerk

Proclamation Designating November 30, 2024 as Small Business Saturday

Whereas, according to the U.S. Small Business Administration, small businesses comprise over 98% of Michigan businesses and employ half of Michigan workers; and

Whereas, for every \$100 spent at a local business, roughly \$68 stays in the local economy; and

Whereas, Royal Oak is home to a variety of vibrant boutiques, restaurants, salons, and so much more, driven by talented and innovative entrepreneurs; and

Whereas, as we approach the holiday season, buying locally supports these entrepreneurs, encourages small business growth, and supports job growth in Michigan; and

Whereas, shopping local is also considered more environmentally friendly as it reduces the amount of packaging and transportation required to receive the goods; and

Whereas, first celebrated nationally in 2010, Small Business Saturday calls attention to the importance of shopping at the small businesses that serve as the backbone of the American economy and our local community; and

Whereas, Small Business Saturday has become an important part of small businesses' busiest shopping season; and

Whereas, during this special day and all year, we should support small businesses and entrepreneurs and celebrate their resiliency and contributions to our local economy and community; and

Whereas, on this day and throughout the year, we encourage Royal Oak residents to take advantage of the wonderful small businesses our city has to offer by shopping, dining, and staying local to help bolster the success of our business community members.

Now, therefore, be it resolved, I Mayor Fournier, and members of the Royal Oak City Commission on behalf of the entire Royal Oak Community do hereby proclaim Saturday, November 30, 2024 as Small Business Saturday in the City of Royal Oak, Michigan.



Mayor Michael C. Fournier
City of Royal Oak



CITY COMMISSION AGENDA ITEM

TITLE	Michigan Liquor Control Commission – Bajron, Inc. (d.b.a. Fourth Street Brunch and Bistro)
SUBMITTING DEPARTMENT	Police Department
PRESENTER	Chief Michael Moore
MEETING DATE	November 18, 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 Royal Oak Police Department has received a request from Bajron Inc., to transfer ownership of a Resort Class C liquor license with Sunday Sales (a.m. and p.m.) Permit and SDM license from ISC Management Group, Inc. (formally Inn Season Café), located at 500 East Fourth Street, Royal Oak, Michigan. The applicant will be doing business as Fourth Street Brunch and Bistro.

If approved, the applicant intends to operate as an American style restaurant and bar. The menu will offer breakfast items, appetizers, salads, sandwiches and burgers. The applicant anticipates their food to alcohol ratio to be 90% food to 10% alcohol.

The requested hours of operation are Tuesday through Sunday from 8:00 a.m. until 10:00 p.m. and will be closed on Mondays. The total proposed interior seating will be for 77 patrons, including 9 bar seats. Additionally, the applicant is requesting an outdoor service area adjacent to the building on the Fourth Street sidewalk. Total proposed seating for the outdoor area is for 20 patrons.

The applicant has been actively involved in the restaurant business for over 35 years. Three of his establishments included a liquor license with no reported violations.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	
AMOUNT CURRENTLY BUDGETED	
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 type="checkbox"/> No

OTHER FISCAL IMPACTS: (Select all that apply.)

☐ No fiscal impact
☐ Workload impact (details below)

☐ Revenue 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.

Public hearing not required by ordinance.

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:

LEGAL COMMENTS

Reviewed by the city attorney with accompanying memorandum.

PROPOSED COMMISSION RESOLUTION:

Be it resolved, that the City Commission hereby approves the Plan of Operation, dated November 4, 2024, for Bajron, Inc. d/b/a Fourth Street Brunch and Bistro, located at 500 E. Fourth Street, Royal Oak, Michigan.

ATTACHMENTS:

City Attorney Memorandum

Police Department Memorandum

Proposed Plan of Operation

Proposed Floor Plan

Current Plan of Operation

Current Floor Plan

**Review of New Plan of Operation
Bajron Inc. (500 E. Fourth Street)**

November 6, 2024

The Honorable Mayor Fournier and
Members of the City Commission

The Royal Oak Police Department has received a request from Bajron Inc., d/b/a Fourth Street Brunch and Bistro, to be located at 500 E. Fourth Street, to approve a new Plan of Operation in connection with a proposed full-service restaurant and bar and proposed transfer of a Resort Class C liquor license with Sunday Sales (a.m. and p.m.) Permit and SDM license at the location. The applicants are not seeking an Entertainment Permit or Dance Permit as part of this proposed plan of operation.

As indicated in the accompanying memorandum and attachments from Lt. Karly Renaud, the applicant is proposing to open a new restaurant at 500 E. Fourth Street and, if approved, will be purchasing a Resort Class C liquor license with Sunday Sales (a.m. and p.m.) Permit and SDM license from the former Inn Season Café at the same location.

The City Attorney's Office has reviewed the proposed Plan of Operation for this location and finds that it meets the requirements contained in the Royal Oak City Code of Ordinances, Section 430, for a plan of operation for the transfer of a liquor license for on-premise sale and consumption of alcohol.

The City Attorney's Office and the Police Department have no objection to the proposed Plan of Operation and if approved, the application will be required to comply with all planning, zoning, and building requirements and all requirements of Section 430 of the City of Royal Oak Code of Ordinances.

Because this is a transfer of an existing license within the City, to the same location within the City, the City Commission is *not* required to conduct a public hearing per the Code of Ordinances.

If the City Commission agrees with the recommendations, a proposed resolution to approve is provided in the City Commission Agenda Item.

Respectfully submitted,



Nicolas J. Grochowski
City Attorney



Royal Oak Police Department
450 E Eleven Mile
Royal Oak, MI 48067
248.246.3500

To: Mark Wollenweber, Interim City Manager
From: Karly Renaud, Lieutenant
CC: Michael Moore, Chief of Police
Date: November 7, 2024
Re: **Request from Bajron, Inc. to review a new proposed plan of operation to be located at 500 E Fourth Street, Royal Oak, Michigan.**

The Royal Oak Police Department has received a request from Bajron Inc., to transfer ownership of a Resort Class C liquor license with Sunday Sales (a.m. and p.m.) Permit and SDM license from ISC Management Group, Inc. (formally Inn Season Café), located at 500 East Fourth Street, Royal Oak, Michigan. The applicant will be doing business as Fourth Street Brunch and Bistro.

Bajron Inc. is owned by Sokol Ndrejaj (100%). The applicant has been actively involved in the restaurant business for over 35 years. Mr. Ndrejaj started as a dishwasher in 1988 and worked his way up to cook, and eventually owned his first restaurant in 1991, Murphy's Coney Island in Westland, Michigan. From 1991 to the present, Mr. Sokol has owned a total of nine restaurants, three of which held liquor licenses. The following is a breakdown of the three liquor licenses:

- Champion Grill and Wings (2016 – 2019) - located at 29852 Northwestern Highway, Southfield, Michigan, currently holds an inactive Class C liquor license. I reached out to the Southfield Police Department, who reported responding to twenty-five calls for service, none of which were alcohol related. Additionally, I contacted the Michigan Liquor Control Commission (MLCC), who confirmed no violations have been associated with this liquor license.
- Mother's Pizzeria (2019 – 2022) - located at 44675 Five Mile Road, Plymouth, Michigan, currently holds an inactive Class C liquor license. I contacted the Plymouth Police Department, who reported responding to three calls for service, none of which were alcohol related. Additionally, the MLCC confirmed no violations have been associated with this liquor license.
- Col's Place (2020 – 2023) - located at 29022 Stephenson Highway, Madison Heights, Michigan, currently has its liquor license in escrow. The Madison Heights Police Department reported responding to eleven calls for service, none of which were alcohol related. Additionally, the MLCC confirmed no violations have been associated with this liquor license.

The Fourth Street Brunch and Bistro will be family-operated with Mr. Ndrejaj and his wife, Angelina Ndrejaj, overseeing the day-to-day operations. Mr. Ndrejaj's son, Gjon Ndrejaj, will be the general manager. Gjon Ndrejaj started as a cook in the restaurant industry out of high

school, and has served as a manager for eight years at Col's Place (29022 Stephenson) in Madison Heights.

The applicant purchased the Resort Class C liquor license for \$100,000. The applicant purchased the building at 500 East Fourth Street for \$825,000. The applicant will spend an additional \$300,000 on site improvements and renovations. The business renovations include updated bathrooms, a remodeled office for storage, new flooring and freshly painted interior. The applicant will spend \$5000 for food and alcohol inventory. The applicant anticipates opening in December 2024.

If approved, the applicant intends to operate as an American style restaurant and bar. The menu will offer breakfast items, appetizers, salads, sandwiches and burgers. The applicant anticipates their food to alcohol ratio to be 90% food to 10% alcohol.

The requested hours of operation are Tuesday through Sunday from 8:00 a.m. until 10:00 p.m. and will be closed on Mondays. The kitchen will be open until close each night. The last call for alcohol will be twenty minutes before closing each night. The applicant also requests to open earlier on special occasions, holidays and during festivals, with the prior approval of the chief of police.

The Fourth Street Brunch and Bistro will have approximately 1,100 usable square feet. The total proposed interior seating will be for 77 patrons, including 9 bar seats. Additionally, the applicant is requesting an outdoor service area permit. The outdoor service area will be approximately 42 feet by 15 feet and will be adjacent to the building on the Fourth Street sidewalk. Total proposed seating for the outdoor area is for 20 patrons. The applicant will have piped or canned music that will be played inside and in the outdoor service area. The sound will be restricted to a level which will not adversely impact neighboring or adjoining property owners, and Fourth Street Brunch and Bistro will comply with the provisions of the sound ordinance.

A Resort License must meet the following minimum requirements as described by 436.1123 (1)(a) which states:

"The proposed licensed business establishment shall be in compliance with all of the following provisions:

- (i) Be a full service restaurant that is open to the public and prepares food on the premises.
- (ii) Have dining facilities to seat not less than 100 patrons daily.
- (iii) Be open for food service not less than 5 hours per day, 5 days per week.
- (iv) Not less than 50% of the gross receipts of the business are derived from the sale of food and beverages for consumption on the premises, not including the sale of alcoholic liquor."

The Michigan Liquor Control Commission requirement to seat not less than 100 patrons daily 436.1123 (1)(a)(ii) is met by Fourth Street Brunch and Bistro's ability to serve at least 100 patrons over the course of one business day, regardless of their actual seats.

Final capacities will be set by the police department after recommendations from both the building and fire departments. If approved, the applicant will have to comply with all planning, zoning and building requirements and restrictions.

My findings indicate the applicant meets the requirements necessary to be granted this request. The police department does not anticipate this request to cause any additional strain on police resources. The police department does not object to this request.

Respectfully,

Karly Renaud, Lieutenant
Royal Oak Police Department

FOURTH STREET BRUNCH & BISTRO
Plan of Operation
As of November 4, 2024

Business Name: BAJRON Inc.
Doing Business As: Fourth Street Brunch & Bistro
Address: 500 E. Fourth Street
Royal Oak, Michigan 48067

PREAMBLE

Fourth Street Brunch & Bistro have received copies of Royal Oak City Ordinances #430-1 through 430-12, an Ordinance to Establish a General Policy for Liquor Licenses and Permits, understand its provisions, and will be governed by them. The following Plan of Operation is developed in keeping with the spirit and intent of this Ordinance. BAJRON Inc. will do business as Fourth Street Brunch & Bistro

PLAN OF OPERATION

It is acknowledged that under Ordinance 2001-6, Section 90-3, the business shall be operated in accordance with an approved Plan of Operation. Changing the operation of the business in any manner inconsistent with the approved Plan of Operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the Plan of Operation must be approved by the City Commission prior to it being placed into effect on the business premises.

HOURS OF OPERATION

The Fourth Street Brunch & Bistro hours of operation for the business are Tuesday-Sunday 8:00 a.m. to 10:00 p.m. The full kitchen is open until closing and the last service of alcoholic beverages will be 20 minutes prior to closing. Fourth Street Brunch & Bistro may change its hours on special occasions, on holidays, and during festivals, with the prior approval of the Chief of Police, or as permitted by the MLCC.

FORMAT

General: Fourth Street Brunch & Bistro is owned and operated by BAJRON Inc. Fourth Street Brunch & Bistro will offer a full-service kitchen and bar, and will have a seating capacity of 77 patrons, including 9 seats at the bar. The square footage is 1100 square feet. The ratio of food sales to alcohol sales is anticipated to be 90% food and 10% alcohol.

Outdoor Service Area: Fourth Street Brunch & Bistro will offer one sidewalk café approximately 42 feet long by 15 feet deep and has seating for 20 patrons.

CODE COMPLIANCE

The premises will comply with all applicable health, safety, building, sanitation, electrical, plumbing, and fire codes, as well as zoning requirements.

The Seasonal Outdoor Service Area will operate in accordance with and consistent with all City policies, practices, and procedures regulating outdoor service, including, but not limited to:

- a. The Outdoor Service Area will not be permanently enclosed;
- b. The fence and/or other barricades or rail surrounding the Outdoor Service Area should be anchored in accordance with the Uniform Engineering Anchoring System, as promulgated by the Engineering Department of the City of Royal Oak;
- c. The manner in which the Outdoor Service Area is enclosed shall be subject to inspection by the Police and Engineering Departments;
- d. The use of alcohol will be allowed in accordance with and the rules of the Michigan Liquor Control Commission from April 15th to October 31st;
- e. Wait staff shall transport all alcoholic beverages to/from the Outdoor Service Area.
- f. The Seasonal Outdoor Service Area will be clean, free of debris and trash, and shall be cleaned at the close of each business day; and
- g. Fourth Street Brunch & Bistro will pay fees in accordance with the City's Sidewalk Café License Agreement application.
- h. There will be soft piped music in the Outdoor Service Area.

SOUND

Piped or canned music ("Sound") will be restricted to a level which will not adversely impact neighboring and adjoining property owners, and the Fourth Street Brunch & Bistro will strictly comply with the City and the provisions of the Sound Ordinance. The Fourth Street Brunch & Bistro pledges its full cooperation with the Police Department and/or adjacent and adjoining property owners in this regard.

ENTERTAINMENT PERMIT

Fourth Street Bistro and Brunch will not offer entertainment.

DANCE PERMIT

Fourth Street Brunch & Bistro will not offer dancing.

SECURITY

Security for the customer, building, and community is a priority for the Fourth Street Brunch & Bistro. Fourth Street Brunch and Bistro will undertake whatever measures are necessary to maintain, secure, and supervise its customers and premises.

PARKING

There is no private parking lot dedicated to this establishment. Patrons will utilize available on street parking on either Fourth Street or Knowles Street.

ALCOHOL MANAGEMENT

The Fourth Street Brunch & Bistro will strictly obey all rules, regulations, and ordinances established by the City of Royal Oak and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. The establishment will fully participate in the TIPS/TAM training program and will continue such participation in that program or a similarly recognized program approved by the Royal Oak Police Chief. TIPS/TAM certification cards for all employees shall be available for inspection by the Police Department 35 days after the date of hire.

In addition, the following policies shall be enforced at the Fourth Street Brunch & Bistro:

- No alcoholic beverages are allowed on the premises other than what is dispensed by the establishment.
- All staff will pay attention and stay alert to observable clues displayed by an intoxicated individual, such as: (a) impaired reflexes, (b) impaired coordination, (c) reduced judgment and inhibitions, and (d) impaired vision or physical behavior.
- All staff will be alert to potential problems at their respective areas at the facility.
- Be polite and courteous to the intoxicated individual(s). Be knowledgeable as to when to request assistance from additional facility staff.
- Patrons who appear to be under thirty-five (35) years of age or younger will be asked to show proper Michigan identification. Signs will be posted at serving locations. Patrons must produce proper identification.
- All patrons under twenty-one (21) years of age – alcohol service will be refused.

- Check 'State Seal' and other markings. Check for damage or alterations to identification card.
- Do not return falsified identification cards. Call management immediately.
- If a patron shows signs of intoxication, refuse service, politely explain policy, suggest non-alcoholic purchase, and call for management immediately.
- If a patron is purchasing on behalf of someone else who appears less than thirty (30) years old, request to see identification of recipient or contact supervisory personnel who will seek patron(s) out. Refuse service to minors. Inform all parties involved that policy allows for ejection from premises and notification to police department of illegal activity.
- Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - No sales to intoxicated persons.
 - No sales without proper identification.
 - Limited alcoholic choices if necessary.
 - When in doubt, do not serve – call supervisor.
- Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
- Approach any patron appearing to be impaired and leaving the property. Determine if they are driving and, if so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, offer a free cab ride directly home.
- Supervisory and management personnel will complete documentation of any alcohol-related incidents at the end of event. Information will be disseminated accordingly.
- We shall provide free and/or at reduced-price non-alcoholic beverages to all designated drivers.

REFUSE

The establishment will dispose of refuse in enclosed dumpster(s), with locked lids. Pickup will be a minimum of 2 times per week. A waterline with spigot will be provided to clean the dumpster enclosure as necessary.

GENERAL

Every effort will be made to maintain positive relationships with adjacent and nearby businesses and residences, and to cooperate with all City departments. Every effort will be made to address and resolve any issues that may arise.

EMERGENCY CONTACT

In case of an emergency, contact the following individual(s):

Angjelina Ndrejaj 248-240-8721

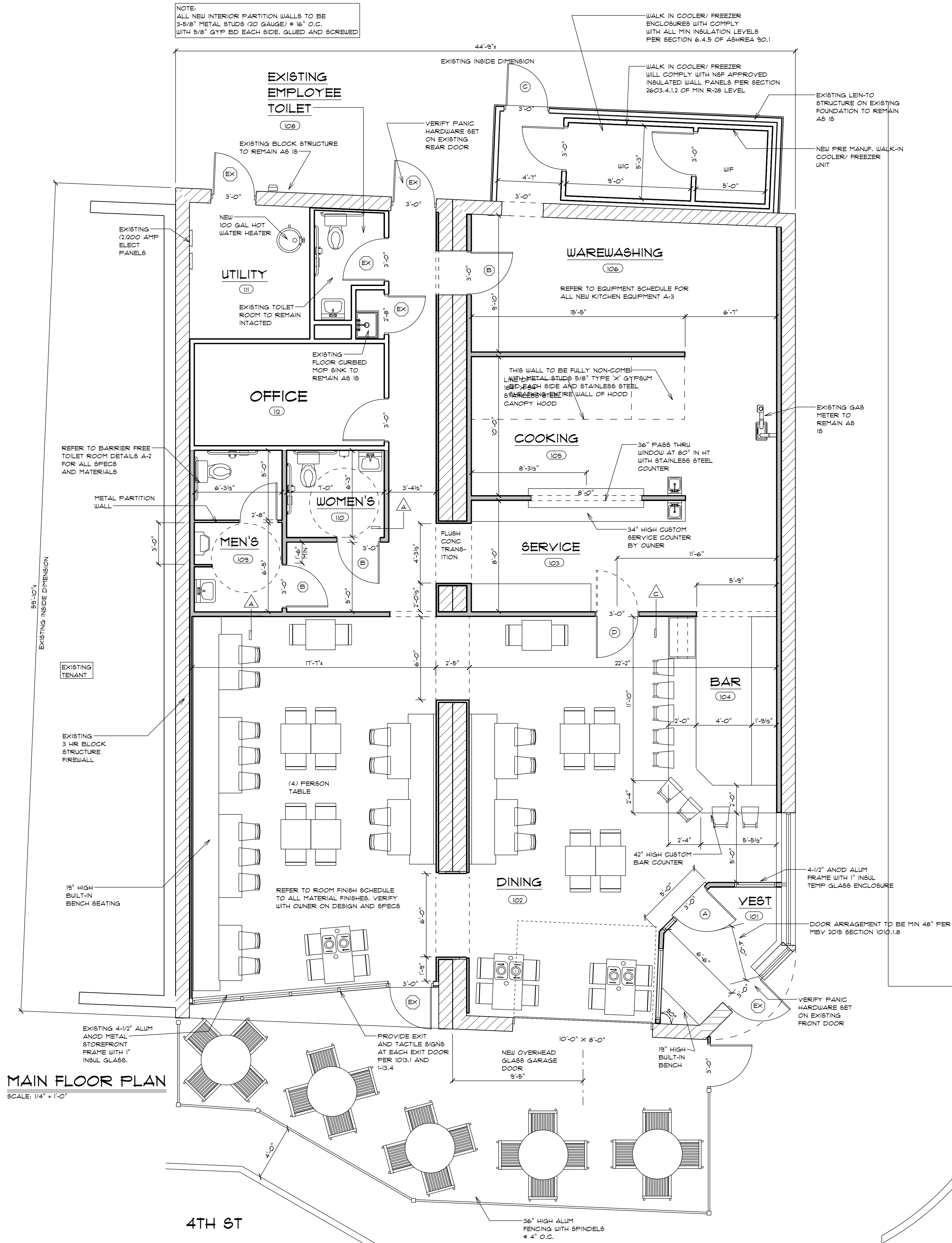
VALET SERVICE

The Fourth Street Brunch & Bistrot will not utilize a valet service.

BAJRON, Inc.

d/b/a: Fourth Street Brunch & Bistro

DocuSigned by:
By: Sokol Ndrejaj
786C66ADE140494...
Sokol Ndrejaj/ Owner
Date: 11/6/2024



WALL SCHEDULE	
[- - - - -]	- EXISTING TO BE REMOVED
[—————]	- EXISTING TO REMAIN
[—————]	- 3 5/8" METAL STUDS (20 GAUGE) @ 16" O.C. W/ 5/8" GYPSUM BD EACH SIDE

- QUALITY ASSURANCE NOTES
1. ALL WORK SHALL BE DONE ACCORDING TO APPLICABLE BUILDING CODES AND ORDINANCES AS WELL AS THE BEST PRACTICE AND STANDARDS OF THE TRADE. SUBCONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING PROPER PERMITS AND PAYING ALL APPLICABLE FEES.
 2. THE CONTRACT DOCUMENTS DO NOT ATTEMPT TO DIVIDE AND ASSIGN WORK TO THE SUBCONTRACTORS. VERIFY WITH THE CONTRACTOR ASSIGNMENTS OF WORK, ESPECIALLY THOSE ITEMS WHICH COULD BE ASSIGNED TO VARIOUS CONTRACTORS.
 3. EACH CONTRACTOR IS SOLELY RESPONSIBLE TO BE INFORMED, TO PROVIDE FOR AND TO MAINTAIN SAFETY OF OPERATING EQUIPMENT AND HANDLING OF MATERIALS. THE CONTRACTOR SHALL COMPLY WITH SAFETY STANDARDS OF OSHA, MIOSHA AND ANY OTHER STANDARD ENFORCEABLE BY LAW.

- GENERAL CONSTRUCTION NOTES
1. DO NOT SCALE DRAWINGS. NECESSARY DIMENSIONS ARE GIVEN. DIMENSIONS ARE TO BE VERIFIED IN THE FIELD FOR EXISTING CONDITIONS. DISCREPANCIES OR QUESTIONS REGARDING DIMENSIONS SHOULD BE DIRECTED TO THE ATTENTION OF THE ARCHITECT.
 2. THE FLOOR PLAN IS A COMPOSITE DRAWING OF THE EXISTING BUILDING AND NEW CONSTRUCTION. THE EXISTING IS INDICATED IN LIGHTER LINE OR OUTLINE FORM. NEW CONSTRUCTION IS SHOWN BY A HEAVIER LINE WEIGHT AND IDENTIFIED BY LABEL. NOTE, MATERIAL PATTERN OR REFERENCED DRAWINGS.
 3. MASONRY OR EXISTING WALL DIMENSIONS ON FLOOR PLANS ARE TO THE FACE OF BASIC WALL FINISH. DIMENSIONS TO NEW STUD WALLS ARE TO THE FACE OF DRYWALL.
 4. CONTRACTOR SHALL VERIFY AND COORDINATE THE LOCATIONS, ELEVATIONS, AND CONFIGURATIONS OF ALL MECHANICAL, PLUMBING, AND ELECTRICAL ITEMS TO BE PROVIDED. POTENTIAL INTERFERENCES SHOULD BE DIRECTED TO THE ATTENTION OF THE ARCHITECT.
 5. OCCUPIED ROOMS ARE TO COMPLY WITH BARRIER-FREE REQUIREMENTS.
 6. PROVIDE WALL REINFORCEMENT IN STUD WALLS FOR ATTACHMENT OF ALL ROOM ACCESSORIES, SHELVING, FURNITURE ETC., INCLUDING OWNER SUPPLIED AND INSTALLED UNITS (COORDINATE W/ OWNER).

- GENERAL NOTES:
1. ALL WORK PROVIDED AND INSTALLED BY THE CONTRACTORS SHALL MEET THE LATEST EDITIONS OF ALL STATE, LOCAL, FEDERAL AND N.E.C. REGULATIONS AND CODES.
 2. ALL INTERIOR PARTITIONS ARE 3 5/8" METAL STUDS @ 16" O.C. W/ 1/2" GYP. BD, EACH SIDE (TYP., UNLESS NOTED OTHERWISE).
 3. PROVIDE BARRIER FREE BUILDING SIGNAGE AT ENTRANCES AND TOILET ROOMS AS PER "BARRIER-FREE" DESIGN REQUIREMENTS.
 4. EQUIPMENT LOCATIONS AND SIZES SHOWN ARE FOR REFERENCE ONLY. EXACT LOCATIONS AND SIZES ARE TO BE FIELD VERIFIED WITH OWNER AND EQUIPMENT SUPPLIER.
 5. CONTRACTOR IS TO COORDINATE ALL WALL, CEILING, FLOOR, ETC. FINISHES, LOCATIONS AND MATERIAL SPECIFICATIONS WITH OWNER PRIOR TO CONSTRUCTION.
 6. ALL INTERIOR FINISHES SHALL BE IN ACCORDANCE WITH ALL LOCAL CODES
 7. SERVICE COUNTER SHALL HAVE A PORTION A MINIMUM OF 36" WIDE AND MAX. 34" HIGH (2'-10") FOR BARRIER-FREE ACCESS.
 8. INSTALL NEW ENTRY DOOR BY OWNER
 9. THE EXISTING LAYOUT AND DIMENSIONS SHOWN ARE APPROXIMATE AND SHOULD BE USED FOR BIDDING PURPOSES ONLY. ACTUAL FIELD VERIFICATION, OF ALL EXISTING CONDITIONS SHALL BE UTILIZED PRIOR TO LAYOUT AND INSTALLATION OF ANY NEW CONSTRUCTION.
 10. CONTRACTOR IS TO COORDINATE ALL INTERIOR PAINTING, INCLUDING BUT NOT LIMITED TO, ALL EXPOSED PIPING, CONDUIT, ETC.

POLYARCH INC.

44045 N. GRATIOT AVE.
CLINTON TWP., MI 48036
(O) 586.468.4790 (F) 586.468.1859

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ARCHITECT:

CLIENT: 4TH ST RESTAURANT
500 4TH ST
ROYAL OAK, MI

PROJECT: INTERIOR RENODEL AND RENOVATION
OF AN EXISTING RESTAURANT

DATE: 4-4-24

PROJECT NO. 24-039

DRAWN BY: EKH

CHECKED BY:

REVISION DATE: 5-10-24

6-18-24

6-27-24

SHEET •

A-1

**INN SEASON CAFE
Plan of Operation
As of September 27, 2017**

Business Name: ISC Management Group, INC
Doing Business As: Inn Season Café
Address: 500 E. Fourth Street
Royal Oak, Michigan 48067
Phone: 248-547-7916

PREAMBLE

We received a copy of 90-3, the City of Royal Oak's ordinance regulating liquor licenses. ISC Management Group, INC ("Inn Season Cafe") is requesting approval to transfer ownership of a Class C resort license and SDM license from Asian Grill and Sushi, LLC for operation at 500 E. Fourth Street, Royal Oak. The permit requested is Sunday Sales Permit (a.m.). The following Plan of Operation is developed in keeping with the spirit and intent of the City's Ordinance. ISC Management Group, INC will do business as the Inn Season Café.

HOURS OF OPERATION

The Inn Season Café hours of operation for the business are Tuesday-Thursday from 11:30 a.m. to 9:00 p.m., Friday from 11:30 a.m. to 9:30 p.m., Saturday from 12:00 p.m. to 9:30 p.m., and Sunday from 11:00 a.m. to 3:00 p.m. The full kitchen is open until closing and the last service of alcoholic beverages will be 15 minutes prior to closing.

FORMAT

CONCEPT: The Inn Season Café is an award-winning vegan and vegetarian restaurant featuring gourmet farm to fork cuisine, including a kid's menu and Sunday brunch. The Inn Season Café will offer bottled beer and wine to its customers. The Inn Season Café will be open for lunch, Sunday brunch, and dinner.

There are a total of 53 interior seats in the restaurant. The approximate total square footage of the establishment is 1,600.

The Inn Season Café will have canned or piped music. The sales ratio is anticipated to be approximately 90% food to 10% alcoholic beverages.

CODE COMPLIANCE

The premises will comply with all applicable health, safety, building, sanitation, electrical, plumbing, and fire codes, as well as zoning requirements.

SOUND

Piped or canned music ("Sound") will be restricted to a level which will not adversely impact neighboring and adjoining property owners, and the Inn Season Café will strictly comply with the City and the provisions of the Sound Ordinance. The Inn Season Café pledges its full cooperation with the Police Department and/or adjacent and adjoining property owners in this regard.

PLAN OF OPERATION

It is acknowledged that under Ordinance 2001-6, Section 90-3, the business shall be operated in accordance with an approved Plan of Operation. Changing the operation of the business in any manner inconsistent with the approved Plan of Operation is a violation of the ordinance and the rules of the Liquor Control Commission. Any change to the Plan of Operation must be approved by the City Commission prior to it being placed into effect on the business premises.

SECURITY

Security for the customer, building, and community is a priority for the Inn Season Café. The Inn Season Café will undertake whatever measures are necessary to maintain, secure, and supervise its customers and premises.

PARKING

There is no private parking lot dedicated to this establishment. Patrons will utilize available on street parking on either Fourth Street or Knowles Street.

ALCOHOL MANAGEMENT

The Inn Season Café will strictly obey all rules, regulations, and ordinances established by the City of Royal Oak and the State of Michigan Liquor Control Commission. There will be neither service to nor consumption of alcoholic beverages by minors at any time. The establishment will fully participate in the TIPS/TAM training program and will continue such participation in that program or a similarly recognized program approved by the Royal Oak Police Chief. TIPS/TAM certification cards for all employees shall be available for inspection by the Police Department 35 days after the date of hire.

In addition, the following policies shall be enforced at the Inn Season Café:

- No alcoholic beverages are allowed on the premises other than what is dispensed by the establishment.
- All staff will pay attention and stay alert to observable clues displayed by an intoxicated individual, such as: (a) impaired reflexes, (b) impaired coordination, (c) reduced judgment and inhibitions, and (d) impaired vision or physical behavior.
- All staff will be alert to potential problems at their respective areas at the facility.

- Be polite and courteous to the intoxicated individual(s). Be knowledgeable as to when to request assistance from additional facility staff.
- Patrons who appear to be under thirty-five (35) years of age or younger will be asked to show proper Michigan identification. Signs will be posted at serving locations. Patrons must produce proper identification.
- All patrons under twenty-one (21) years of age – alcohol service will be refused.
- Check ‘State Seal’ and other markings. Check for damage or alterations to identification card.
- Do not return falsified identification cards. Call management immediately.
- If a patron shows signs of intoxication, refuse service, politely explain policy, suggest non-alcoholic purchase, and call for management immediately.
- If a patron is purchasing on behalf of someone else who appears less than thirty (30) years old, request to see identification of recipient or contact supervisory personnel who will seek patron(s) out. Refuse service to minors. Inform all parties involved that policy allows for ejection from premises and notification to police department of illegal activity.
- Alcohol dispensing may be restricted to one of the following practices or any combination thereof:
 - No sales to intoxicated persons.
 - No sales without proper identification.
 - Limited alcoholic choices if necessary.
 - When in doubt, do not serve – call supervisor.
- Observe all patrons leaving the property. No alcoholic beverages are allowed to leave the facility or property.
- Approach any patron appearing to be impaired and leaving the property. Determine if they are driving and, if so, attempt to persuade them not to drive and request a non-impaired companion to drive. If unable, offer a free cab ride directly home.
- Supervisory and management personnel will complete documentation of any alcohol-related incidents at the end of event. Information will be disseminated accordingly.
- We shall provide free and/or at reduced-price non-alcoholic beverages to all designated drivers.

REFUSE

The establishment will dispose of refuse in enclosed dumpster(s), with locked lids. Pickup will be a minimum of 2 times per week. A waterline with spigot will be provided to clean the dumpster enclosure as necessary.

GENERAL

The Inn Season Café has been a valuable member of the community of Royal Oak since 1981. Every effort will be made to maintain positive relationships with adjacent and nearby businesses and residences, and to cooperate with all City departments. Every effort will be made to address and resolve any issues that may arise.

EMERGENCY

In case of an emergency, contact the following individual(s):

Nicholas Raftis, President	248-867-5665
G. Thomas Lasher, Vice President	248-342-3753
Erin Frey, General Manager	248-703-9099

VALET SERVICE

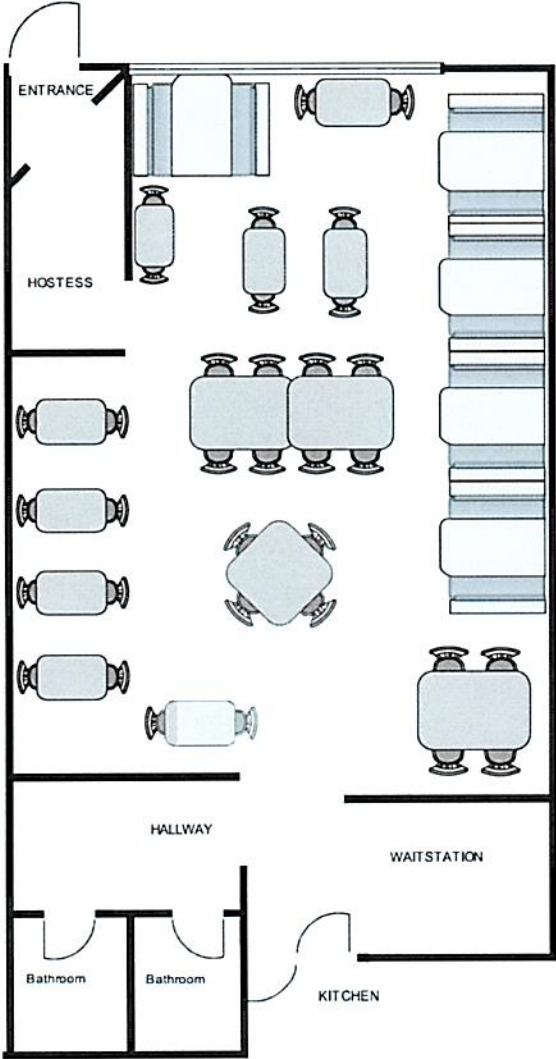
The Inn Season Café will not utilize a valet service.

ISC Management Group, INC
d/b/a: The Inn Season Café

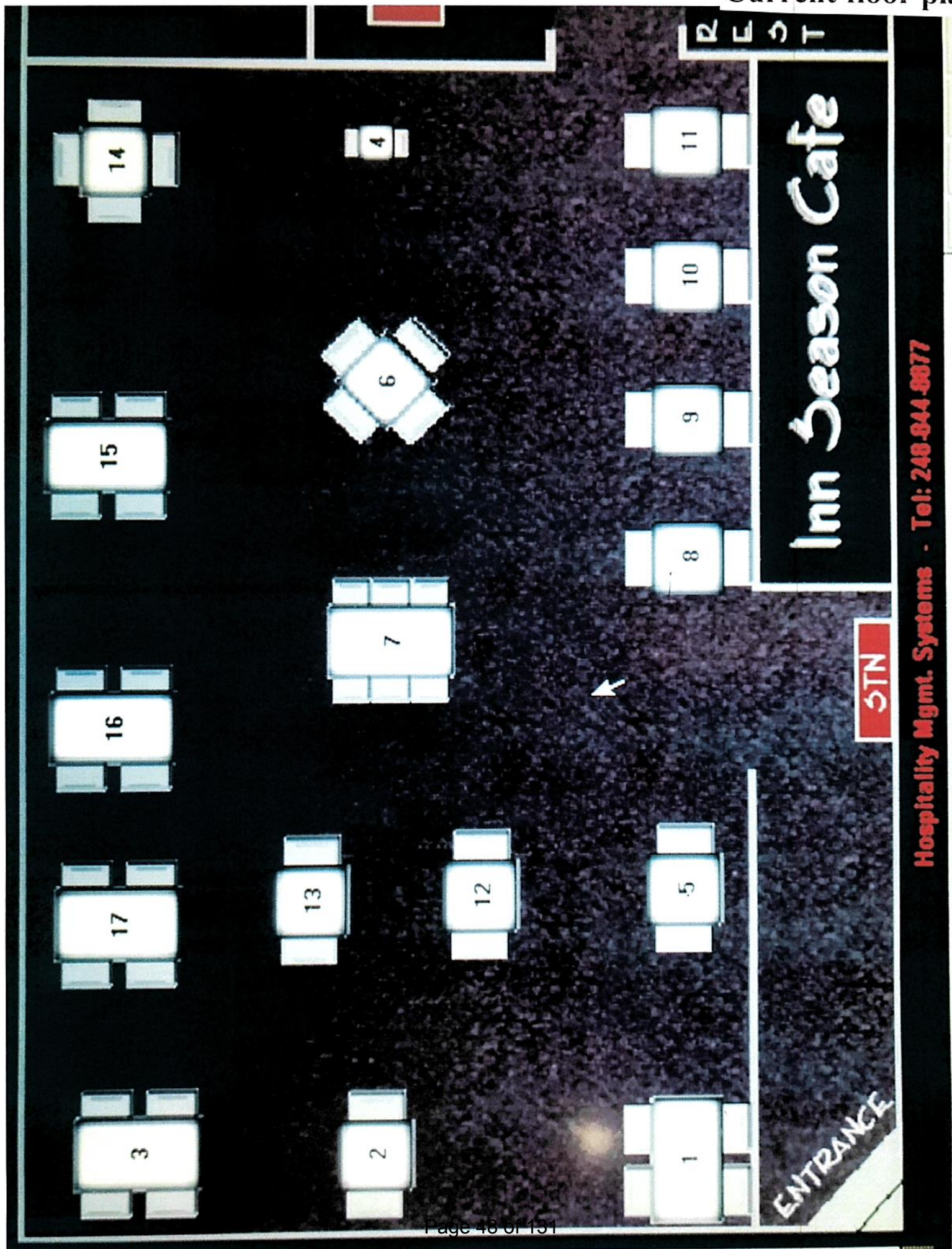
By: _____
Nicholas Raftis, President

Date:

Current floor plan



Site:	INN SEASON CAFE, 500 E. 4TH ST, ROYAL OAK.	Drawing:	801506	Project:	0000416	Drawn:	NICHOLAS RAFTIS	Notes:	
Title:	DINING ROOM LAYOUT	Scale:	1/4"=1'-0"	Date:	09/28/2017	Rev:	A		



CITY COMMISSION AGENDA ITEM

TITLE	Resolution to Approve Battle of the Buildings Contract with U.S. Green Business Council of West Michigan and Authorize Entry of City Buildings into the Battle of the Buildings
SUBMITTING DEPARTMENT	City Manager
PRESENTER	Angela Fox
MEETING DATE	November 11, 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 Royal Oak Climate Action Plan outlines several initiatives to reduce energy consumption as part of our community efforts to reduce greenhouse gas emissions by 40% by 2030 and achieve net zero by 2050. Action Item 1.1.6, create an energy reduction competition initiative, is one of those action items. To achieve this goal, staff is asking the City Commission to approve this contract with the U.S. Green Business Council of West Michigan (USGBC-WM).

The battle of the buildings will allow participating businesses within Royal Oak to receive free benchmarking and a free energy audit. USGBC-WM will facilitate the benchmarking and auditing and then develop customized report showing their energy consumption and potential opportunities to lower their energy consumption. The business then can make decisions about what investments they would like to make and when. USGBC-WM has hosted a state-wide Battle of the Buildings competition in Michigan for ten years, with city competitions in Grand Rapids, Ann Arbor, Detroit, and Lansing. Earlier this year staff applied for a grant from the State of Michigan to support this program. The City Commission reviewed and approved the grant agreement from EGLE for \$100,000 at the July 22, 2024 meeting.

The program is designed to provide tools for businesses and serve as a recognition program for energy use reduction open to all Michigan area commercial, industrial, and multi-family buildings. The program encourages energy-efficient practices in buildings across the state and instills a spirit of friendly competition among the area's building owners and operators.

There is no cost for buildings to participate and we have budgeted for 50 buildings to enter the competition. If the number of participating buildings is over or under, programming will be adjusted to accommodate. We will open the competition to any building that is interested rather than capping it at a certain number. City staff including our Emily, our economic development specialist will be working together to recruit businesses in participating in the program.

USGBC-WM will act as a contractor of the City of Royal Oak and provide services necessary for the City of Royal Oak. They will use the USGBC-WM "Michigan Battle of the

Buildings Competition” to analyze, benchmark, and recommend improvements for energy efficiency in participating businesses. They will be responsible for:

a. Developing marketing including co-branded marketing materials to attract Royal Oak-based community buildings to the Michigan Battle of the Buildings Competition. Marketing materials include graphics, flyers, social media, newsletter features, and a designated page on the Michigan Battle of the Buildings website.

b. USGBC-WM will provide one year of Automated Benchmarking Services (ABS) for qualified community buildings. This will help businesses see how they compare to other businesses.

c. USGBC-WM will facilitate building audits conducted by the Small Business Association of Michigan (“SBAM”) or other paid contractors. USGBC-WM will review completed building audits and present customized building benchmarking results and energy conservation measures to designated building owners and/or management. USGBC-WM will introduce building owners and/or managers to specialized tools and resources that encourage and incentivize actions proven to reduce energy consumption and building emissions.

d. USGBC-WM will track energy conservation measures enacted by participating community buildings for twelve (12) months and will prepare a final report highlighting project results and showing the impact of the program.

e. The City of Royal Oak with monthly summary updates of progress and expenditures sufficient to ensure budgetary and time schedule compliance.

f. The City of Royal Oak will create a “Green Fund” of \$33,000.00 that will be used to provide incentives to participating community buildings and encourage installation of technology designed to reduce energy consumption.

The green fund created under this program will be separate from the existing green revolving fund that the city has previously created. The fund for this program will only be funded through grant funds. USGBC-WM will make recommendations on how best to use the Green Funds based on the buildings that enter and the upgrades needed to lower their consumption. The Green Fund will be used for a variety of initiatives such as lighting upgrades, HVAC servicing or replacement, insulation, timers, sealing, etc. The funds will be approved on a building by building basis as a rebate to be reimbursed once a project has been completed and forms submitted for reimbursement.

Royal Oak will host a Battle of the Buildings award ceremony to celebrate all businesses and recognize those who have taken action to reduce their energy consumption. We will have awards to hand out and possibly trophies if budgeting allows. Michigan Battle of the Buildings also hosts an award ceremony. Over 1,500 buildings representing 272 million square feet of Michigan commercial real estate competed against each other in 2023 in this biggest-loser-style energy competition. The competitors tracked energy consumption and worked to reduce their energy in various ways; ranging from the education of building occupants to employing high efficient technology. The 2023 Michigan Battle of the Buildings competitors saved \$7.4 million in energy costs and avoided 47,178 metric tons of CO₂e, which is equivalent to the carbon sequestered by 55,514 acres of US forests in one year!

As more businesses across the state participate through similar programs in other areas, they have been able to have information for all of their locations completed, Royal Oak locations for buildings owned by Fifth Third and Corewell participated in Battle of the Buildings previously. This year, Corewell Health William Beaumont University Hospital - 3601 W 13 Mile Rd. won the hospital segment of the competition.

In conjunction with this program, Royal Oak, has also contracted with USGBC-WM to benchmark and audit 21 city-owned buildings and parking structures. Benchmarking and auditing of city-owned buildings will take place in with the same timing as the competition but will use Royal Oak Revolving Energy Fund to pay for these services. The amount of that contract was below the threshold to bring in front of commission for approval, so we are not requesting approval for that as a part of this agenda item. With commission approval, city staff would like to enter city buildings into the competition to compete alongside community buildings and other buildings in Michigan. If the commission did not wish to enter the competition aspect, the buildings will still be evaluated.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	\$100,000
AMOUNT CURRENTLY BUDGETED	\$100,000
BUDGET AMENDMENT REQUIRED	\$0.00 (BA between dept; net -0- effect on FB)
FUNDING SOURCE/ GL NUMBER	299-172-96800.CEM0000
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.)*

The \$100,000 in funding for this program was provided through the Community Energy Management Grant from the State of Michigan and Environment, Great Lakes and Energy Department. This grant was accepted and approved by resolution at the commission meeting on [July 22, 2024](#). No matching funds were required.

Of these funds, \$57,000 is will go to USGBC-WM for the administration of the program, \$33,000 will be available for the city to provide support to businesses looking to energy savings improvements as a result of their participation in the program and the remaining \$10,000 in costs will cover costs related to administering the program and the grant.

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.)*

Contracting with USGBC-WM will minimize staff time facilitating the competition and assisting community buildings through the benchmarking and auditing process. Staff will be working with USGBC-WM and business to get them engaged in the process and check in along the way, but the bulk of the work will be done by the contractor. This will allow staff to continue working on existing and other new projects.

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.*

This program is made possible through additional grant funds, so we are not making any adjustments to other programs or 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.

The Community Energy Management Grant project, Battle of the Buildings, aligns with the Royal Oak Sustainability and Climate Action Plan through the following goals:

- 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

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

This item is a result of the Sustainability and Climate Action Plan, and which included a significant amount of community engagement as they developed the goals and action steps.

If this contract is approved, USGBC-WM will begin working on necessary marketing materials to educate and engage with local community building owners. Two workshops will be scheduled in partnership with the Downtown Development Authority, the Royal Oak Chamber of Commerce, and other city staff in community engagement and economic development to promote the Battle of the Buildings competition to local building owners encouraging their participation.

Marketing materials include graphics, flyers, social media, newsletter features, and a designated page on the Michigan Battle of the Buildings website. USGBC-WM will further provide graphics, logo and content for inclusion on the City of Royal Oak website.

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 Battle of the Buildings competition was brought to the Environmental Advisory Board prior to grant submission and after the grant was awarded. The response from the Environmental Advisory Board has been positive.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

BE IT RESOLVED, the Royal Oak City Commission hereby approve the contract with U.S. Green Business Council of West Michigan to administer the Battle of the Buildings energy reductions competition for the city.

BE IT RESOLVED, that the City Commission authorizes the Mayor and City Clerk to sign the contract on behalf of the city.

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for the additional funds related to the Community Energy Grant from the State of Michigan Environment, Great Lakes and Energy, and expenditure of the funds under the agreement with the U.S. Green Building Council – West Michigan for the purposes of administering the Royal Oak Battle of the Buildings Program and the creation of the green fund for building improvements.

FUND IMPACTED:	
299- Grants	INCREASE (DECREASE)
APPROPRIATIONS:	
<i>299-172-96800.CEM0000 (Expense)</i>	\$ 100,000
<i>299-000-52800.CEM000 (Revenue)</i>	\$
	\$
TOTAL APPROPRIATIONS	\$ 100,000
NET INCREASE (DECREASE) TO FUND BALANCE	\$

BE IT FINALLY RESOLVED, the City Commission authorizes the Sustainability Manager to enter city buildings into the Battle of the Buildings Competition.

ATTACHMENTS:

- 1.) Signed contract with USGBCWM for community buildings
- 2.) Contract with USGBC for City Buildings
- 3.) Fully executed CEM Agreement with amendment and budget revisions

City of Royal Oak Green Building Fund Pilot Agreement

1. This Community Energy Management Grant Administration Agreement (“Agreement”), entered into on the 12th day of November, 2024, between the U.S. Green Building Council of West Michigan (“USGBC-WM”), a 501(c)(3) nonprofit corporation located at 146 Monroe Center St NW, Suite 500, Grand Rapids, MI 49503, and the City of Royal Oak, a Michigan municipal corporation with offices at 203 S. Troy Street, Royal Oak Michigan, 48067.
2. The purpose of this Agreement is to administer Community Energy Management (“CEM”) Grant funding awarded to the City of Royal Oak, as Grantee, by the State of Michigan Department of Environment, Great Lakes, and Energy, as Grantor (Exhibit A). Pursuant to this Agreement, USGBC-WM will act as a contractor of the City of Royal Oak and provide services necessary for the City of Royal Oak to utilize the USGBC-WM “Michigan Battle of the Buildings Competition” to analyze, benchmark, and improve energy efficiency throughout Royal Oak’s commercial sector.
3. The City of Royal Oak will pay USGBC-WM an amount not to exceed \$57,000.00 for all services described in this Agreement. These services include marketing, energy benchmarking, management of building audits and co-development/co-management of a “Royal Oak Green Building Fund” for the benefit of the Royal Oak business community.
4. This Agreement covers and includes the following buildings and entities:
 - a. Community buildings including, but not limited to, small businesses, franchises, nonprofit organizations, and other buildings operating within the City of Royal Oak (“community buildings”), that sign up for Automated Energy Benchmarking Services (“ABS”) through the Michigan Battle of the Buildings Competition. The parties hereto understand and agree that the exact number of community buildings included in this Agreement is currently undetermined.
5. USGBC-WM will provide the following services pursuant to this Agreement:
 - a. Marketing and Community Participation. USGBC-WM will create co-branded marketing materials to attract Royal Oak-based community buildings to the Michigan Battle of the Buildings Competition. Marketing materials include graphics, flyers, social media, newsletter features, and a designated page on the Michigan Battle of the Buildings website. USGBC-WM will further provide graphics, logo and content for inclusion on the City of Royal Oak website. The parties agree to a stipend of \$8,000.00 for the marketing services described in this paragraph.
 - b. Benchmarking Services. USGBC-WM will provide one year of Automated Benchmarking Services (ABS) for qualified community buildings at the following rates: \$500.00 for buildings under 20,000 ft², \$750.00 for buildings between 20,000 - 50,000 ft², and \$1000.00 for buildings over 50,000 ft². Total ABS under

this paragraph shall not exceed \$30,000.00 for all community buildings participating in the Michigan Battle of the Buildings Competition.

- c. Audit and Advisory Services. USGBC-WM will facilitate building audits conducted by the Small Business Association of Michigan ("SBAM") or other paid contractors. USGBC-WM will review completed building audits and present customized building benchmarking results and energy conservation measures to designated building owners and/or management. USGBC-WM will direct building owners and/or managers to specialized tools and resources that encourage and incentivize actions proven to reduce energy consumption and building emissions. Services described in this paragraph shall be provided at the following rates: \$250.00 for buildings under 20,000 ft², \$375.00 for buildings between 20,000 - 50,000 ft², and \$500.00 for buildings over 50,000 ft². Total audit and advisory services under this paragraph shall not exceed \$15,000.00 for all community buildings participating in the Michigan Battle of the Buildings Competition.
 - d. Tracking and Reporting. USGBC-WM will track energy conservation measures enacted by participating community buildings for twelve (12) months and will prepare a final report highlighting project results. The final report will include a list of participants, total energy consumption, conservation projects completed, effect of conservation projects on total energy consumption and other lessons learned during the project. The parties agree to a stipend of \$4,000.00 for tracking and reporting services described in this paragraph.
 - e. Monthly Summary Updates. USGBC-WM will provide the City of Royal Oak with monthly summary updates of progress and expenditures sufficient to ensure budgetary and time schedule compliance.
6. The City of Royal Oak agrees to the following pursuant to this Agreement:
- a. The City of Royal Oak will encourage businesses and other community buildings operating within the City of Royal Oak to participate in the Michigan Battle of the Buildings Competition.
 - b. The City of Royal Oak will assist with providing building characteristics/metrics for Royal Oak-based community buildings participating in the Michigan Battle of the Buildings Competition, including building square footage, year built, number of occupants, etc., provided that such information is readily available to the City of Royal Oak.
 - c. The City of Royal Oak will create a "Green Fund" of \$33,000.00 that will be used to provide incentives to participating community buildings and encourage installation of technology designed to reduce energy consumption.
7. Payment Schedule:
- a. The City of Royal Oak agrees to make quarterly payments to USGBC-WM. Payments shall be due on the last day of each quarter, specifically on the following dates: December 31, 2024; March 31, 2025; June 30, 2025; and September 30, 2025, unless otherwise agreed upon in writing by both parties.

- b. **Payment Amount:** Each quarterly payment shall amount to \$3,000.00, plus any applicable fees for automated benchmarking services and audit and advisory services for community buildings completed, as outlined in Sections 5b and 5c of this Agreement.
 - c. **Invoicing:** USGBC-WM will issue an invoice to the City of Royal Oak at least 15 days prior to the due date of each quarterly payment.
- 8. CEM Grant Compliance. As a contractor of the City of Royal Oak under this Agreement, USGBC-WM further understands and agrees to comply with the terms of the CEM Grant Agreement (Exhibit A) including, but not limited to, the following provisions that are hereby incorporated by reference:
 - a. Section IX - Non-Discrimination.
 - b. Section X - Unfair Labor Practices.
 - c. Section XI - Liability.
 - d. Section XII - Conflict of Interest.
 - e. Section XIII - Anti-Lobbying.
 - f. Section XXII - Iran Sanctions Act.
 - g. Section XXIII - Prevailing Wage.
- 9. The parties to this Agreement understand and agree that the City of Royal Oak and the State of Michigan retain a royalty-free, nonexclusive, irrevocable right to reproduce, publish and use in whole or in part, any copyrightable material or research data obtained or generated pursuant to this Agreement.
- 10. The Agreement shall be effective for one year commencing on the date of execution, unless otherwise terminated earlier in accordance with this Agreement.
- 11. This Agreement may be renewed with the mutual consent of both parties.
- 12. USGBC-WM shall defend, indemnify, release and hold the City of Royal Oak and its officials (elected and appointed), employees, representatives, contractors, volunteers, successors, and assigns harmless against any and all liability upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, relating to or arising out of USGBC-WM performance or failure to perform under the Agreement.
- 13. The City of Royal Oak can terminate this Agreement prior to the Agreement's expiration date at any time for cause or for convenience.
- 14. All notices required under this Agreement shall be served via United States Certified Mail, Return Receipt Requested, addressed to the other party as follows:


For USGBC-WM:
Kayla Snyder, Senior Programs Manager
146 Monroe Center St NW, Suite 500

Grand Rapids, Michigan 49503

For City of Royal Oak:
Angela Fox, Sustainability Manager
203 S. Troy Street, Royal Oak, MI 48067

15. This Agreement contains the entire agreement between the parties with respect to its subject matter.
16. This Agreement may be amended or modified only by means of a writing executed by the Parties hereto.
17. This Agreement shall be construed in accordance with the laws of the State of Michigan.

USGBC-WM

Signed: 
Name: Cheri Holman
Title: Executive Director
Date: October 30, 2024

City of Royal Oak

Signed : _____
Name: _____
Title: _____
Date: _____



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): August 1, 2024 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

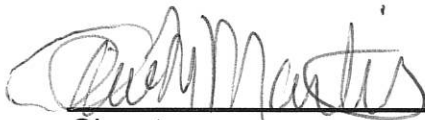
Phone Number: 517-930-4755

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

7/24/2024

Signature

Name/Title

Date

FOR THE STATE:



Elizabeth M. Browne, Director, MMD

August 1, 2024

Signature

Name/Title *klg* 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 A: Project Budget
FY24 Community Energy Management Program



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
MATERIALS MANAGEMENT DIVISION
STATE ENERGY PROGRAM
FINANCIAL STATUS REPORT

Grantee / Vendor Name: City of Royal Oak

Vendor Number: CV0047805

Project Name: Royal Oak Battle of the Buildings

Grant Given Number:

Contract Date From:

To: 8/31/2025

Contact Name: Jill Martin,
Management Analyst

Contact Number: 248-246-3202

Contact Email: jill.martin@romi.gov

Category	Category Number	Amount
Salary and Benefits	1	
Contractual	2	\$85,000
Equipment	3	
Supplies	4	\$15,000
Travel	5	
Category Subtotal		\$ 100,000

INDIRECT BUDGET		Percentage	
			\$ -
PROJECT BUDGET			
Total			\$ -
MATCH BUDGET		Percentage	
Total			\$ -
GRANT BUDGET			
Total			\$ 100,000

Retention Rate: 0%

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.

Automated Benchmarking Service (ABS)
between USGBC-WM and the City of Royal Oak

1. This Automated Benchmarking Service Administration Agreement (Agreement), entered into on this first day of November, 2024, between U.S. Green Building Council of West Michigan (USGBC-WM), a 501(c)(3) nonprofit corporation located at 146 Monroe Center St NW, Suite 500, Grand Rapids, MI 49503 and the City of Royal Oak, a Michigan municipal corporation with offices at 203 S. Troy Street, Royal Oak Michigan, 48067.
2. The City of Royal Oak will pay USGBC-WM an amount not to exceed \$7,750.00 for the services described in this Agreement. Payment will be made within thirty (30) days of the date of execution of this agreement stated in Paragraph 1.
3. The Agreement covers and includes the following buildings and entities:
 - a. City of Royal Oak owned buildings listed in Exhibit A.
4. USGBC-WM will provide the following services pursuant to this Agreement:
 - a. USGBC-WM will assist in the creation of an ENERGY STAR® Portfolio Manager® account if there is currently not one.
 - b. As data becomes available from the utility provider(s), it will be loaded into ENERGY STAR® Portfolio Manager® by USGBC-WM.
 - c. USGBC-WM will produce an annual energy consumption report (see Exhibit B for sample report) once there is one complete year of data from all utilities servicing a covered property available in ENERGY STAR® Portfolio Manager®. The report will be delivered one time per year.
5. The City of Royal Oak agrees to the following pursuant to this Agreement:
 - a. The City of Royal Oak will provide accurate building characteristics for city-owned buildings including, but not limited to, square footage, year built, number of occupants, etc. (See Exhibit C for what affects an ENERGY STAR® score). The list of City of Royal Oak buildings to be included in this Agreement is provided as Exhibit A.
 - b. The City of Royal Oak authorizes USGBC-WM to access utility data for each utility provider who services a covered city-owned property.
 - c. The City of Royal Oak will maintain ENERGY STAR® Portfolio Manager® data sharing permission of “full access” to City of Royal Oak staff and Michigan Battle of the Buildings for participation in programs and services under this Agreement.
6. The Agreement shall be effective for one year commencing on the date of execution, unless otherwise terminated earlier in accordance with this Agreement.
7. This Agreement may be renewed with the mutual consent of both parties for two additional one-year terms. Full payment is required upon renewal date for continuation of service. If the City of Royal Oak cancels before the renewal date, the cancellation is deemed to be effective

immediately. USGBC-WM will provide the City of Royal Oak with a prorated refund for the unexpired period.

8. USGBC-WM shall defend, indemnify, release and hold the City of Royal Oak and its officials (elected and appointed), employees, representatives, contractors, volunteers, successors, and assigns harmless against any and all liability upon claims, causes of action or obligations of every nature whatsoever, whether known or unknown, relating to or arising out of USGBC-WM performance or failure to perform under the Agreement.
9. The City of Royal Oak can terminate this Agreement prior to the Agreement's expiration date at any time for cause or for convenience.
10. All notices required under this Agreement shall be served via United States Certified Mail, Return Receipt Requested, addressed to the other party as follows:

For USGBC-WM:

Name, Title


146 Monroe Center St NW, Suite 500
Grand Rapids, Michigan 49503

For City of Royal Oak:

Angela Fox, Sustainability Manager
203 S. Troy Street, Royal Oak, MI 48067

11. This Agreement contains the entire agreement between the parties with respect to its subject matter.
12. This Agreement may be amended or modified only by means of a writing executed by the Parties hereto.
13. This Agreement shall be construed in accordance with laws of the State of Michigan.

USGBC-WM

Signed: 
Name: Cheri Holman
Title: Executive Director
Date: 10/16/2024

City of Royal Oak

Signed : _____
Name: _____
Title: _____
Date: _____

Exhibit A

List of buildings to be included in the portfolio

1. Fire Station #2 - 31000 Woodward Ave
2. Fire Station #1 - 215 E 6th
3. Senior Center 3500 Marais
4. Fire Station #3 - 3128 Rochester Rd.
5. Animal Shelter - 1515 N. Edgeworth
6. DPS - WROK & Clerk Sheds - 1608 N. Campbell
7. Library - 222 E. Eleven Mile Rd.
8. Court- 44th District - 400 E. 11 Mile Rd.
9. Jack and Patti Salter Center- 1545 E. Lincoln Ave
10. Farmer's Market - 316 E. Eleven Mile
11. City Hall (new) - 203 S. Troy St.
12. Police Department (New) - 450 E. 11 Mile Rd.
13. Ice Arena - 1403 Lexington Blvd.
14. DPS- Admin/Garage - 1600 N. Campbell Rd
15. Parking Deck (110 E. 11 Mile) - 110 E. 11 Mile Rd., Royal Oak, MI 48067
16. Parking Structure (212 S. Center) - 212 S. Center Street, Royal Oak, MI 48067
17. Parking Structure (222 S. Center) - 222 S. Center Street, Royal Oak, MI 48067
18. Parking Structure-North (300 S. Lafayette) - 300 S. Lafayette, Royal Oak, MI 48067
19. Parking Structure-South (514 S. Lafayette) - 514 S. Lafayette, Royal Oak, MI 48067
20. Royal Oak Historical Society - 1411 W Webster Rd, Royal Oak, MI 48073
21. Orsen Star House - 3123 N Main St, Royal Oak, MI 48073

Exhibit B



ENERGY STAR SCORE

58/100

50=median, 75=high performer

Thank you for your compliance with Lexington's Building Energy Use Disclosure (BEU-D) bylaw. This Building Energy Profile details your building's energy use compared to the other buildings in Lexington that fall under the bylaw's reporting requirement. It also highlights actions you can take to achieve more efficiency and energy cost savings.

BUILDING INFORMATION

LOCATION:

203 S. Troy St., Royal Oak, MI
48067

YEAR BUILT:

2014

GROSS FLOOR AREA:

33,833 Sq.Ft.

REPORT INFORMATION

PROFILE CREATION DATE:

12/12/2023

REPORTING YEAR:

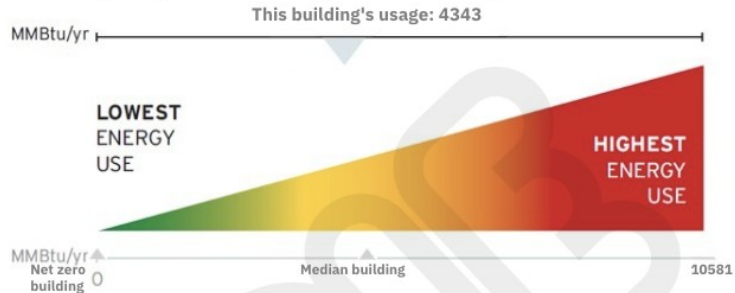
2022

Brought to you by the Building Energy
Analysis Manager



4343 MMBtu Annual Energy Usage

The building energy use with 0 being a net zero building



48% Electrified

Estimate includes electricity and fuels from ENERGY STAR Portfolio Manager



Electric

\$137,251

604,945 kwh

0.23 \$/kwh



Natural Gas

\$29,971

2,279,169 therm

0.01 \$/therm



Solar

135,031 kwh



Insights & Trends

- ✓ This building generated 135031.7 KWh of solar or wind on site
- ✓ This building's greenhouse gas emissions was: 270.3 metric tons CO2e
- ✓ This building's energy use intensity was: 4343 MMBTU/ft2
- ✓ This building is 8.5% more efficient than the national median

Take Action!

The following actions can help you save money on your energy costs for years to come

- ☐ Sign up for a professional energy assessment with the Small Business Association of Michigan to identify cost-saving upgrades
- ☐ Use Consumers and DTE rebates and incentives for insulation, HVAC, lighting, etc.
- ☐ Take advantage of federal tax credits or direct pay rebates for energy upgrades.
- ☐ Finance improvements with the Property Assessed Clean Energy (PACE) program or Michigan Saves
- ☐ Perform regular building envelope and HVAC maintenance
- ☐ [Link to the GR2030 Energy & Carbon Guidebook](#)
- ☐ [Link to Energy Audit Resources page](#)

Exhibit C

EPA's 1 - 100 ENERGY STAR score is an external benchmark for assessing the performance of commercial buildings. The ENERGY STAR score, expressed as a number on a simple 1 - 100 scale, rates performance on a percentile basis: buildings with a score of 50 perform better than 50% of their peers; buildings earning a score of 75 or higher are in the top quartile of energy performance. First introduced in 1999, the score has been adopted by leading organizations across the United States because it offers a simple way to evaluate measured energy use, prioritize investments, and communicate relative performance across a portfolio of buildings. In July of 2013, the Environmental Protection Agency (EPA) and Natural Resources Canada (NRCan) together released the first 1 - 100 ENERGY STAR score for Canadian buildings, which applies the same methodology to assess measured performance relative to Canadian building stock. Within each section of this document, distinctions between the U.S. and Canadian methodologies are noted.

Recognizing the widespread adoption of the ENERGY STAR score in the commercial marketplace, EPA continually reviews and updates the technical approach to ensure accurate, equitable, and statistically robust scores. The overall objectives of the ENERGY STAR score are to:

- Evaluate energy performance for the whole building
- Reflect actual metered energy consumption
- Equitably account for different energy sources
- Normalize for building activity
- Provide a peer group comparison

Once developed, the ENERGY STAR score is programmed into EPA's online measurement and tracking tool, ENERGY STAR Portfolio Manager®. The following steps are used to compute the score for an individual property:

- Enter data into Portfolio Manager
- Compute actual source energy use intensity
- Compute the predicted source energy use intensity
- Compute an efficiency ratio comparing the actual use with the predicted use
- Assign a score based on how the ratio compares with the national distribution



EGLE Tracking Code/Project Number: 24*4240
Division/Office: MMD
Amendment Request Number: 1

**AMENDMENT TO THE COMMUNITY ENERGY MANAGEMENT GRANT AGREEMENT BETWEEN
THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND CITY OF ROYAL OAK
(Authorization by 1994 PA 451)**

This Amendment modifies the Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy (hereafter "State"), and the City of Royal Oak (hereafter "Grantee") signed by the State on August 1, 2024, for the Royal Oak Battle of the Buildings Project. This Amendment does not take effect until signed by both parties.

The revisions to the Agreement are limited to those specified below. All other provisions of the Agreement remain in effect.

PROJECT SCOPE (WORK PLAN)

There are no Project Scope changes.

AGREEMENT PERIOD (END DATE)

There is no Agreement Period change.

COMPENSATION (BUDGET)

There are no compensation changes.

PROJECT INFORMATION

The State and the Grantee agree to amend the Agreement by the following additions (indicated by underlining) and deletions (indicated by strikethroughs):

Project Information is amended to read as follows:

Project Name: Royal Oak Battle of the Buildings Project #: MEO-24-021

Amount of grant: \$100,000.00

% of grant state ~~20 0~~ / % of grant federal ~~80~~ 100

Amount of match: \$0 = 0%

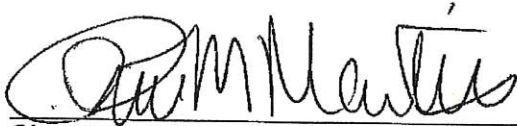
PROJECT TOTAL: \$100,000.00 (grant plus match)

Start Date (executed by EGLE): August 1, 2024 End Date: 8/31/2025

AUTHORIZED SIGNATURES

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:


Signature

9/5/2024
Date

Jill Martin, Management Analyst, Grant Coordinator
Name/Title

FOR THE STATE:


Signature

September 6, 2024
Date

Elizabeth M. Browne, Director, Materials Mgmt. Division
Name/Title *klg* 08/22/24



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): August 1, 2024 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

7/24/2024

Signature

Name/Title

Date

FOR THE STATE:



Elizabeth M. Browne, Director, MMD

August 1, 2024

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 A: Project Budget
FY24 Community Energy Management Program



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
MATERIALS MANAGEMENT DIVISION
STATE ENERGY PROGRAM
FINANCIAL STATUS REPORT

Grantee / Vendor Name: City of Royal Oak

Vendor Number: CV0047805

Project Name: Royal Oak Battle of the Buildings

Grant Given Number: _____

Contract Date From: _____

To: 8/31/2025

Contact Name: Jill Martin,

Management Analyst

Contact Number: 248-246-3202

Contact Email: jill.martin@romi.gov

Category	Category Number	Amount
Salary and Benefits	1	
Contractual	2	\$85,000
Equipment	3	
Supplies	4	\$15,000
Travel	5	
Category Subtotal		\$ 100,000

INDIRECT BUDGET		Percentage
		\$ -
PROJECT BUDGET		
Total		\$ -
MATCH BUDGET		Percentage
Total		\$ -
GRANT BUDGET		
Total		\$ 100,000

Retention Rate: 0%

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, Sanford	
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.

Energy and Recycling Section

Applicant Name:	City of Royal Oak
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Project Title (Program):	Royal Oak Battle of The Buildings
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Vendor Number (VSS):	CV0047805
----------------------	-----------

Personnel (Name & Title)	Hours (#)	Rate (\$/Hour)	Grant (\$)	Match (\$)		Total (\$)
				Monetary	In-Kind	
Angela Fox - Sustainability Manager	80	\$ 37.81	\$ 3,024.00			\$ 3,024.00
Jill Martin - Grant Coordinator	10	\$ 37.81	\$ 378.10			\$ 378.10
City Attorney	4	\$ 55.04	\$ 220.16			\$ 220.16
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CITY COMMISSION AGENDA ITEM

TITLE	Proposed Amendments to Chapter 64 Environmental Advisory Board, Second Reading
SUBMITTING DEPARTMENT	City Manager
PRESENTER	Susan Barkman
MEETING DATE	November 18, 2024
SECOND READING REQUIRED	<input checked="" type="checkbox"/> Yes <input 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.):*

Over the past few months, staff has been working with the Environmental Advisory Board and reviewing their ordinance and bylaws. The board recognized that there were a few things they would like to address in their ordinance.

The first update to the ordinance is to the number of members appointed. Previously at 12 members, they wanted to move to an odd number of members and would like to move forward with 11 members. The recent change to the student membership will allow students to count as additional members to the 11 regular members as described in this ordinance. Currently, there is one vacancy on the board so no current member must be removed with the reduction in number.

The second update is to the ex-officio members. Previously the Director of the Department of Public Services was the only position listed. This update reflects that the responsibilities will be split between the Director and the Sustainability Manager. The board felt that it was important to include the sustainability manager as an important support position for this board. They continue recognize the importance of having DPS involved as the department that handles the waste as well as many other critical functions for our future sustainability efforts.

The final change is to the requirement that the board meet at least eight times a year. The board has recommended that this be amended to reflect that they will adopt a meeting schedule each year. This language is more consistent with the language and practices of our other boards and commissions.

The group worked through revising their bylaws with these changes in mind. The first reading was approved at the November 11, 2024 city commission meeting and the bylaws will accompany the second reading of the ordinance at the November 18, 2024 city commission meeting.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	0

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 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.)*

Not applicable.

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.)*

Not applicable.

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.*

The sustainability manager will take on some additional responsibilities with the board for the production of minutes and agendas. There will be a corresponding relief of responsibilities for the director of DPS. Staff will work to evaluate how to best split this up.

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.

The revisions of the ordinance are consistent with the strategic plan goal 1.3.d to evaluate our boards and commissions for opportunities to improvement and to ensure adequate resources.

COMMUNITY ENGAGEMENT

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

No community engagement effort was completed.

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 Environmental Advisory Board has actively engaged over the past several months to discuss potential changes to the ordinance, and impacts to the bylaws.

On October 23, 2024 they voted to recommend the City Commission approve these changes to the ordinance.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

BE IT RESOLVED, the Royal Oak City Commission hereby approves ordinance changes to Chapter 64 creating the Environmental Advisory Board on second reading.

ATTACHMENTS:

- 1- Draft ordinance as amended
- 2- Draft ordinance redline version

ORDINANCE NO. 2024-14

**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 to amend: Part I: Administrative Legislation; Chapter 64 Environmental Advisory Board; Section 64-2 Statement of purpose; Section 64-5 Membership; Section 64-7 Powers and duties and Section 64-8 Organization; meetings; records, to update and modify the city's Environmental Advisory Board regulations, and to amend the membership of the board, and to amend the number of meetings of the board.

THE CITY OF ROYAL OAK ORDAINS:

SECTION 1. Amendment.

That Section 64-2 Statement of purpose; Section 64-5 Membership; Section 64-7 Powers and duties and Section 64-8 Organization; meetings; records, of Chapter 64 Environmental Advisory Board of Part I: Administrative Legislation, of the Code of Ordinances, City of Royal Oak, Michigan, are hereby amended, to read as follows:

§ 64-1. Title.

This chapter shall be known as and may be cited as the "Royal Oak Environmental Advisory Board Ordinance."

§ 64-2. Statement of purpose.

This is a chapter to establish the Royal Oak Environmental Advisory Board. The purpose of the Environmental Advisory Board shall be to advise and assist the environmental sustainability efforts of all City staff, boards, commissions and community members. The Environmental Advisory Board shall make recommendations to the City Commission on all issues concerning City environmental sustainability efforts.

§ 64-3. Definitions.

For the purpose of the provisions of this chapter, the following words and phrases shall be construed to have the meanings herein set forth, unless it is apparent from the context that a different meaning is intended:

ENVIRONMENTAL SUSTAINABILITY EFFORTS

Any policies, programs, projects, initiatives, or events related to the energy waste reduction, climate, air quality, water, waste, resilience, and/or other sustainability issues that improve quality of life and protect the environment.

§ 64-4. Creation.

In order to encourage and support environmental sustainability efforts in the City of Royal Oak, there is hereby created the Environmental Advisory Board.

§ 64-5. Membership.

The Board shall consist of 11 voting members who have experience or interest in environmental sustainability efforts. One of the 11 voting members shall be a member of the City Commission. Additional student members of the board may be appointed by the city commission per Chapter 12. The Department of Public Service and Recreation Director or their designee and the Sustainability Manager shall serve as an ex officio nonvoting members of the Board. All voting Board members shall be residents of the City.

§ 64-6. Terms of appointment.

Board members shall be appointed by the City Commission for terms of three years. The initial Board shall be made up of those serving on the existing Environmental Advisory Committee as of the effective date of this chapter, with members' original appointment terms intact. Members of the Board shall be eligible for reappointment. Term limits, appointments, reappointments, appointment terminations, and vacancy rules are subject to applicable ordinance provisions. Vacancies shall be filled by appointment by the City Commission.

§ 64-7. Powers and duties.

- A. It shall be the duty of the Board to advise and assist on environmental policies, programs, projects, initiatives, and events that help fulfill established sustainability goals of the City Commission.
- B. It shall be the duty of the Board to assist staff in developing and implementing the sustainability plan and associated action goals that serve to progress the strategy for supporting environmental sustainability efforts in the City of Royal Oak. It shall be the duty of the Board to assist staff in developing an annual report that includes updates and reports progress on any previously established goals. In December of each year, the report shall be submitted to the City Commission for approval.
- C. The Board shall have the authority to raise funds for environmental sustainability efforts through the application of grants, private sponsorships, donations, and other fundraising strategies, including the authority to interact with donors on behalf of the City of Royal Oak. Funds raised and held by the Board are public funds and shall be reserved for the purposes of this chapter.
- D. The Board shall promote the public awareness of environmental sustainability policies, programs, projects, initiatives, and events in Royal Oak.
- E. The Board shall work with local, state, and national organizations, nonprofits, and businesses to encourage and support environmental sustainability efforts in Royal Oak.

§ 64-8. Organization; meetings; records.

- A. The Board shall elect a Chair, Vice Chair, Secretary, and any other officers deemed necessary at the beginning of the first meeting of each year. The Chair shall preside over meetings and will serve as a voting member of the Board. The Vice Chair shall perform the duties of the Chair in his/her absence. The Secretary shall record the proceedings of the Board.
- B. At least seven members of the Board shall constitute a quorum for the approval of motions and transaction of its business. An affirmative vote requires at least 51% of the quorum voting in favor. The Board shall adopt rules for the transaction of its business which shall provide for the time and place of holding meetings.
- C. The Board shall meet on days and times to be established by the Board.
- D. The business that the Board or subcommittees of the Board may perform shall be conducted in compliance with the State of Michigan Open Meetings Act.

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 after having been published within 7 days after passage.

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.

Michael Fournier, Mayor

Melanie Halas, City Clerk

Date Adopted:

Date Published:

Effective Date:

ORDINANCE NO. 2024-14
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 to amend: Part I: Administrative Legislation; Chapter 64 Environmental Advisory Board; Section 64-2 Statement of purpose; Section 64-5 Membership; Section 64-7 Powers and duties and Section 64-8 Organization; meetings; records, to update and modify the city's Environmental Advisory Board regulations, to amend the membership of the board, and to amend the number of meetings of the board.

THE CITY OF ROYAL OAK ORDAINS:

SECTION 1. Amendment.

That Section 64-2 Statement of purpose; Section 64-5 Membership; Section 64-7 Powers and duties and Section 64-8 Organization; meetings; records, of Chapter 64 Environmental Advisory Board of Part I: Administrative Legislation, of the Code of Ordinances, City of Royal Oak, Michigan, are hereby amended, to read as follows:

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§ 64-2. Statement of purpose.

This is a chapter to establish the Royal Oak Environmental Advisory Board. The purpose of the Environmental Advisory Board shall be to advise and assist the environmental sustainability efforts of all City staff, boards, ~~and~~ commissions and community members. The Environmental Advisory Board shall make recommendations to the City Commission on all issues concerning City environmental sustainability efforts.

§ 64-3. Definitions.

For the purpose of the provisions of this chapter, the following words and phrases shall be construed to have the meanings herein set forth, unless it is apparent from the context that a different meaning is intended:

ENVIRONMENTAL SUSTAINABILITY EFFORTS

Any policies, programs, projects, initiatives, or events related to the energy waste reduction, climate, air quality, water, waste, resilience, and/or other sustainability issues that improve quality of life and protect the environment.

§ 64-4. Creation.

In order to encourage and support environmental sustainability efforts in the City of Royal Oak, there is hereby created the Environmental Advisory Board.

§ 64-5. Membership.

The Board shall consist of 1¹² voting members who have experience or interest in environmental sustainability efforts. One of the 1²¹ voting members shall be a member of the City Commission. Additional student members of the board may be appointed by the city commission per Chapter 12. The Department of Public Service and Recreation Director or their/his/her designee and the Sustainability Manager shall serve as an ex officio nonvoting members of the Board. All voting Board members shall be residents of the City.

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§ 64-6. Terms of appointment.

Board members shall be appointed by the City Commission for terms of three years. The initial Board shall be made up of those serving on the existing Environmental Advisory Committee as of the effective date of this chapter, with members' original appointment terms intact. Members of the Board shall be eligible for reappointment. Term limits, appointments, reappointments, appointment terminations, and vacancy rules are subject to applicable ordinance provisions. Vacancies shall be filled by appointment by the City Commission.

§ 64-7. Powers and duties.

- A. It shall be the duty of the Board to advise and assist on environmental policies, programs, projects, initiatives, and events that help fulfill established sustainability goals of the City Commission.
- B. It shall be the duty of the Board to assist staff in developing and implementing the sustainability plan and associated action goals that serve to progress the strategy for supporting environmental sustainability efforts in the City of Royal Oak. It shall be the duty of the Board to assist staff in developing an annual report that includes updates and reports progress on any previously established goals. In December of each year, the report shall be submitted to the City Commission for approval.
- C. The Board shall have the authority to raise funds for environmental sustainability efforts through the application of grants, private sponsorships, donations, and other fund-raising strategies, including the authority to interact with donors on behalf of the City of Royal Oak. Funds raised and held by the Board are public funds and shall be reserved for the purposes of this chapter.
- D. The Board shall promote the public awareness of environmental sustainability policies, programs, projects, initiatives, and events in Royal Oak.
- E. The Board shall work with local, state, and national organizations, nonprofits, and businesses to encourage and support environmental sustainability efforts in Royal Oak.

§ 64-8. Organization; meetings; records.

- A. The Board shall elect a Chair, Vice Chair, Secretary, and any other officers deemed necessary at the beginning of the first meeting of each year. The Chair shall preside over meetings and will serve as a voting member of the Board. The Vice Chair shall perform the duties of the Chair in his/her absence. The Secretary shall record the proceedings of the Board.
- B. At least seven members of the Board shall constitute a quorum for the approval of motions and transaction of its business. An affirmative vote requires at least 51% of the quorum voting in favor. The Board shall adopt rules for the transaction of its business which shall provide for the time and place of holding meetings.
- C. The Board shall meet ~~at least eight times per year~~ on on a days and times s to be established by the Board.
- D. The business that the Board or subcommittees of the Board may perform shall be conducted in compliance with the State of Michigan Open Meetings Act.

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 after having been published within 7 days after passage.

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.

Michael Fournier, Mayor

Melanie Halas, City Clerk

Date Adopted:

Date Published:

Effective Date:

CITY COMMISSION AGENDA ITEM

TITLE	Adoption of a Resolutions for the Environmental Advisory Board Bylaws
SUBMITTING DEPARTMENT	City Manager
PRESENTER	Susan Barkman
MEETING DATE	November 18, 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.):*

Over the past year, staff has been working with our boards and commissions to revise or develop their bylaws. For the past few months, we have been working with the Environmental Advisory Board to update their ordinance and bylaws. This item is for the bylaws, which are consistent with the proposed ordinance revisions.

The Environmental Advisory Board last updated its bylaws when it was known as the Solid Waste Advisory Board. This update reflects the language in the model bylaws and memorializes the proposed changes in the EAB ordinance and recent changes in the ordinance related to student members voting.

Attached is a draft copy of the bylaws.

Fiscal Impact

BUDGET SUMMARY	
EXPENDITURE REQUIRED	0
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 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.)*
 None.

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.)*

None.

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.*

None.

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.

The model bylaws are supportive of Strategic Plan goal 1.3.d to support the involvement of volunteers in our boards and commissions. This is a part of our ongoing efforts to evaluate the needs of our boards and commissions.

COMMUNITY ENGAGEMENT

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

None.

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 Environmental Advisory Board met over the past few months to discuss the changes in the bylaws and ordinance. On October 23, 2024 the board voted to recommend the city commission approve these bylaws.

LEGAL COMMENTS

PROPOSED COMMISSION RESOLUTION:

BE IT RESOLVED, the Royal Oak City Commission hereby approves the bylaws for the Environmental Advisory Board.

ATTACHMENTS:

1- Draft Bylaws

CITY OF ROYAL OAK
Environmental Advisory Board
Approved Date Approved by City Commission

I. Name

The name of this board/Commission is the Environmental Advisory Board.

II. PURPOSE

This is a chapter to establish the Royal Oak Environmental Advisory Board. The purpose of the Environmental Advisory Board shall be to advise and assist the environmental sustainability efforts of all City staff, boards, commissions and community members. The Environmental Advisory Board shall make recommendations to the City Commission on all issues concerning City environmental sustainability efforts and encourage community participation.

III. MEMBERSHIP AND VACANCIES

- a. The Environmental Advisory Board shall be made up of 11 total members who have experience or interest in environmental sustainability efforts. One of the 11 voting members shall be a member of the City Commission. All voting members shall be residents of the City.
- b. In addition to the 11-voting members, the Department of Public Service and Recreation Director or their designee and the Sustainability Manager shall serve as an ex officio nonvoting member of the Board.
- c. The Environmental Advisory Board may have additional student members as members of the board in accordance with Chapter 12.
- d. All members shall be appointed by the City Commission consistent with Chapter 12, Appointments to Advisory Boards, Commissions and Committees, of the City of Royal Oak Code of Ordinances, also known as the Appointments Ordinance.
 - i. The staff ex-officio member shall notify the City Clerk of any vacancies on the board. The City Clerk will forward any vacancies to the City Commission for consideration to fill said vacancies.
 - ii. Environmental Advisory Board members shall keep the City Clerk's office informed of changes in their names, addresses, phone number, email address or other basic contact information or anything that might change their status as an eligible board member.
 - iii. Members appointed to fill a vacancy shall hold office for the original term of the vacancy as set by the City Commission and/or the Appointments Ordinance.
 - iv. Members shall comply with ordinances relating to attendance as

described in Chapter 12 of the City Code of Ordinances.

- e. Board members shall be appointed by the City Commission for terms of three (3) years in accordance with 12-5.
- f. In accordance with Chapter 12 of the City of Royal Oak Code of Ordinances, members are limited to three consecutive full terms, unless the City Commission specifically finds by resolution that there is not a qualified individual available to replace the member, or that some other special circumstance(s) exists which supports the reappointment of the serving member.

IV. OFFICERS

The Environmental Advisory Board shall, at its first meeting of the calendar year, elect a chair, vice chair, secretary, and any other officers deemed necessary.

- a. Chair: The chair shall preside over the meeting and serve as a voting member. The chair will also appoint members to subcommittees and ensure there is a member liaison to other efforts as needed.
- b. Vice-Chair: The vice-chair shall perform the duties of the chair in their absence.
- c. Secretary: Perform the duties of the chair and or vice-chair if they are not available.
- d. Staff Ex-Officio: The staff ex-officio member shall serve as liaison between the board and city staff and be responsible for the publication of agendas, minutes and acting as the records custodian for the board.

Term: All officers, except for the staff ex-officio member, shall serve a one (1) year term.

The Environmental Advisory Board has the authority to remove a member from serving as an officer of the board but does not have the authority to remove a member from their appointment to the board. The Environmental Advisory Board may remove a member from being an officer by motion, second, and the concurring affirmative vote of 51% of the quorum members present.

V. NOMINATIONS AND ELECTIONS OF OFFICERS

The Environmental Advisory Board shall hold the election of officers annually during the first meeting of the calendar year. Any member of the Environmental Advisory Board may be nominated if they meet the requirements for officers, if any, described in these bylaws.

In the meeting prior to the first meeting of the year, anyone seeking nomination for chair, vice-chair, and secretary may declare their interest. This can occur at any time before the meeting when the election occurs.

Members may nominate themselves or any other appointed member of the Environmental Advisory Board and shall have served at least one year on the board prior to being elected as an officer.

An affirmative vote of the 51% of members present for the election shall be required to be elected as an officer.

VI. CODE OF CONDUCT

In general, the use of good judgment, based on high ethical principles, will guide the officers and members of the Environmental Advisory Board with respect to lines of acceptable conduct. The successful operation and reputation of Royal Oak boards and commissions is built upon the principles of fair dealing and ethical conduct of members. Integrity and excellence require careful observance of the spirit and letter of all applicable laws and personal integrity. Failure to abide by these basic principles may result in removal from the Environmental Advisory Board by the City Commission.

VII. MEETINGS

a. Meeting Schedule

Regular Meetings. The Environmental Advisory Board shall adopt a schedule of regular meetings for the next year no later than the final meeting of the current calendar year.

Special Meetings. Special meetings of the Environmental Advisory Board may be called by the chair or by two members of the board in accordance with the Michigan Open Meetings Act. The Environmental Advisory Board shall notify the staff liaison of all special meetings reasonably in advance of the scheduled meeting so that the notice of the meeting shall be timely published as required by the Open Meetings Act.

All meetings of the board shall be subject to the Michigan Open Meetings Act, Act 267 of the Public Acts of 1976, MCL 15.261 et seq.

b. Order of Business. Without precluding the addition of other agenda item categories, all meeting agendas shall, at a minimum, include the following:

1. Call to order
2. Roll Call
3. Agenda Approval
4. Public Comment
5. Minutes
6. Business Items
7. Adjournment

c. Quorum. A minimum of 51% of members of the Environmental Advisory Board shall constitute a quorum for the purpose of motions and the transaction of business. Quorum shall include any student members as appointed by the City Commission under chapter 12.

- d. Minutes. The Secretary shall be responsible for taking minutes at board meetings. In his/her absence, the staff ex-officio shall be responsible for taking minutes. The staff ex-officio shall be responsible for maintaining minutes and other records of meetings in accordance with applicable city codes, regulations, and/or policies.
- e. Action. All action by the Environmental Advisory Board shall be made by motion adopted by the concurring affirmative vote of at least 51% of quorum present unless otherwise required by city ordinance or state law.
- f. Public Comment. The board shall follow the City Commission's standard procedure for public comment. The chair has the ability to extend the three minutes per person limit.

VIII. PARLIAMENTARY AUTHORITY

Parliamentary authority for the Environmental Advisory Board is governed by Robert's Rules of Order. In case of conflict between these bylaws and the Robert's Rules of Order, these bylaws control. In case of conflict between these bylaws and any city ordinance, the city ordinance controls. In case of conflict between city ordinance and state law, the state law controls.

IX. ADOPTION OR AMENDMENT OF BYLAWS

- a. The Environmental Advisory Board shall make a recommendation to adopt the bylaws to the Royal Oak City Commission. A recommendation to adopt, modify or repeal the bylaws shall be approved by two-thirds of the entire membership of the Environmental Advisory Board.
- b. The Royal Oak City Commission has the authority to approve, amend, or repeal these bylaws.
- c. The Environmental Advisory Board shall review these bylaws annually at its second meeting in the calendar year. If there are no proposed amendments, then no action is needed by the board and the existing bylaws will remain in effect.

X. GENERAL PROVISIONS

No member of the board shall order or instruct city staff members to perform any service or duty. If a board member feels that they are inadequately supported, they can address that through the staff liaison and the city manager.

XI. MICHIGAN FREEDOM OF INFORMATION ACT COMPLIANCE MANDATORY

The Environmental Advisory Board shall comply with the Michigan Freedom of Information Act (FOIA) [Public Act 422 of 1976, MCL § 15.231 et seq.] and the city's current FOIA policy. The City Clerk and Human Resource Director shall assist the board in compliance.

XII. MICHIGAN OPEN MEETINGS ACT COMPLIANCE MANDATORY

The Environmental Advisory Board shall comply with the Michigan Open Meetings Act (OMA) [Public Act 267 of 1976, MCL § 15.261 et seq.].

XIII. ACCESSIBILITY

Anyone planning to attend a public meeting of the Environmental Advisory Board 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 or email CityClerk@romi.gov at least two (2) business days prior to the meeting so that the city can support the full participation of members of the community.