

Oak Park

City Council Agenda

May 4, 2015





AGENDA
REGULAR CITY COUNCIL MEETING
35th CITY COUNCIL
OAK PARK, MICHIGAN
May 4, 2015
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF AGENDA

5. CONSENT AGENDA

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

A. Regular Council Meeting Minutes of April 20, 2015

B. Emergency Services Meeting Minutes of March 9, 2015

C. Communications Commission Meeting Minutes of March 18, 2015

D. Employees' Retirement System – Public Safety Retirement System Meeting Minutes of February 23, 2015

E. Request to rescind the contract award to Pavex Corporation and re-advertise for bids the 2015 Catch Basin Line Replacement and Sewer Lateral Repair Project, M-606

F. Request approval for payment of invoices to Orchard, Hiltz & McCliment for Water Reservoir Pumping Station Improvements and Traffic Signal Design in the total amount of \$9,074.75

G. Request approval of Payment Application No. 3 to Doetsch Environmental Services for the 2014 Sewer & Catch Basin Cleaning and Televising Project, M-605 in the total amount of \$53,113.00

H. Request approval for payment of invoices to Great Lakes Multimedia Supply, Inc. for City Hall/Public Safety Building Audio/Visual Equipment in the total amount of \$51,237.32

I. Licenses - New and Renewals as submitted for May 4, 2015

6. RECOGNITION OF VISITING ELECTED OFFICIALS:

7. SPECIAL RECOGNITION/PRESENTATIONS:

8. PUBLIC HEARINGS:

A. Public Hearing to create a Corridor Improvement Authority and designate a Proposed Development Area

9. COMMUNICATIONS: None

10. SPECIAL LICENSES:

A. Request for a Special Event License as submitted by Cricket Wireless, 23035 Coolidge Hwy, Oak Park, MI for a Grand Opening event to be held on May 16, 2015

B. Request for a Special Event License as submitted by Jonathan Nachman, for the 6th Annual Picnic for the East Oak Park Block Club Neighborhood Association, to be held on June 20, 2015 and a rain date of June 21, 2015

11. ACCOUNTING REPORTS: None

12. BIDS:

- A. Request to award the bid for the 2013 Program Year Yard Services Contract, M-628, to Oakland Livingston Human Service Agency of Pontiac, MI
- B. Request to award the bid for the 2015 Landscape Maintenance Contract, M-632 to J.E. Jordan of Detroit, MI for the total amount of \$29,400.00

13. ORDINANCES: None

14. CITY ATTORNEY:

- A. Request for authorization for the City Attorney to file an appearance on behalf of the City in the Tax Tribunal matter for Lincoln Center V. City of Oak Park, MTT Docket No. 15-000584
- B. Request for approval of Consent Judgment in the Tax Tribunal matter of C& N Building, LLC V. City of Oak Park, MTT Docket No. 14-001527
- C. Request for approval of Consent Judgment in the Tax Tribunal matter of Gappark Realty LLC V. City of Oak Park, MTT Docket No. 14-001722

15. CITY MANAGER:

Department of Public Works

- A. Request approval of a proposal from Orchard, Hiltz & McCliment, Inc. to perform the traffic signal optimization of 35 traffic signals on 9 Mile Road and Coolidge Highway for a total amount of \$184,662.88
- B. Request approval of Change Order No. 1 for the 2015 Miscellaneous Concrete Project, M-603 to Mattioli Cement Company, LLC for the total amount of \$61,090.00

Department of Technical & Planning

- C. Resolution ordering Sidewalk Construction for properties identified in the Commercial Sidewalk Gap Program

Information Technology

- D. Request approval to use the MIDeal contract to replace three Xerox copiers in the Public Safety Department.

Finance Department

- E. Request City Council to Schedule a Public Hearing on the FY 2015-2016 Annual Budget for Monday, May 18, 2015 at 7:00 pm or as soon thereafter as can be held

16. CALL TO THE AUDIENCE

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

17. CALL TO THE COUNCIL

18. ADJOURNMENT

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



**CITY OF OAK PARK, MICHIGAN
REGULAR COUNCIL MEETING OF THE
35th OAK PARK CITY COUNCIL
April 20, 2015
7:00 PM**

MINUTES

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

PRESENT: Mayor McClellan, Council Member Burns,
Council Member Speech, Council Member Seligson

ABSENT: Mayor Pro Tem Levine (Excused)

OTHERS

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

**CM-04-144-15 MOTION TO APPROVE AND EXCUSED ABSENCE FOR MAYOR
PRO TEM LEVINE – APPROVED**

Motion by Burns, seconded by Seligson, CARRIED UNANIMOUSLY, to approve Mayor Pro Tem's absence as excused.

Voice Vote:	Yes:	McClellan, Burns, Speech, Seligson
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

Council expressed condolences to Mayor Pro Tem Levine on the passing of his mother and excused his absence at the meeting.

APPROVAL OF AGENDA:

**CM-04-145-15 (AGENDA ITEM #4) ADOPTION OF THE AGENDA WITH AN
ADDITION – APPROVED**

Motion by Levine, seconded by Seligson, CARRIED UNANIMOUSLY, to approve the agenda with the following addition:

Item #15B1 – Ethnic Advisory Commission expenditure

Voice Vote:	Yes:	McClellan, Burns, Speech, Seligson
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

CONSENT AGENDA:**CM-04-146-15 (AGENDA ITEM #5A-F) CONSENT AGENDA - APPROVED**

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

- A. Regular Council Meeting Minutes of April 6, 2015 **CM-04-147-15**
- B. Board of Review Meeting Minutes of March 9, 2015, March 17, 2015 and March 23, 2015 **CM-04-148-15**
- C. Public Safety Activity Summary for February 2015 **CM-04-149-15**
- D. Communications Commission Minutes of February 23, 2015 **CM-04-150-15**
- E. Request approval of Payment Application No. 3 (final) for the 2014 Sewer Lining Project, M-588 to Insituform Technologies USA, in the total amount of \$1,000.00 **CM-04-151-15**
- (F) License(s) New and Renewals as submitted for April 20, 2015 (**Removed from Consent Agenda**)

Voice Vote: Yes: McClellan, Burns, Speech, Seligson
 No: None
 Absent: Levine

MOTION DECLARED ADOPTED

Item #5F was removed from the Consent Agenda by Mayor McClellan to be considered separately.

CM-04-152-15 LICENSES - NEW AND RENEWALS AS SUBMITTED FOR APRIL 20, 2015 - APPROVED

Motion by Seligson, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following licenses subject to all Departmental Approvals:

(Subject to all Departmental Approvals)	ADDRESS	FEE
MERCHANT (NEW) April 20, 2015		
CLOVERDALE SMOKES	13201 CLOVERDALE	150.00
HUTCH'S JEWELRY	21600 GREEFIELD 102	150.00
BLING BLING LEE INC	26122 GREENFIELD	150.00
PAY BENY, INC.	21380 GREENFIELD	150.00
MERCHANT (RENEWALS) April 20, 2015		
MBUSH, LLC	8100 NINE MILE	187.50
LEO WEISS PLBG & HTG	8500 NINE MILE	150.00
MILLENIUM MEDICAL GROUP	15300 NINE MILE	225.00
PAPA'S PIZZA	15400 NINE MILE	225.00
DON'S DONE-RITE AUTO WASH	10250 NINE MILE	150.00
TAXI CAB - NEW		
Royal Oak Township Cab Co. - Ronald L. Rutledge	6288 Silverbrook West Bloomfield, MI 48322	75.00

TAVERN LICENSE – RENEWALS 2015		
Sahara Restaurant (Tavern License and Dance Permit)	24770 Coolidge	250.00
Jade Palace (Tavern License)	13351 Ten Mile	250.00

Roll Call Vote: Yes: McClellan, Burns, Speech, Seligson
 No: None
 Absent: Levine

MOTION DECLARED ADOPTED

RECOGNITION OF VISITING ELECTED OFFICIALS: None

SPECIAL RECOGNITION/PRESENTATIONS:

(AGENDA ITEM #7A) Oak Park Art Student Awards. Mayor McClellan recognized the following students who placed first in the “We are Oak Park” Art Exhibit and Contest:

Avante Green – Pepper Elementary
 Jakayla Riddle – Key Elementary
 Halle Rogers – Einstein Elementary
 Amira Christmas – Oak Park Preparatory Academy
 Kelly Ridderhoff – Oak Park High School

PUBLIC HEARINGS:

PUBLIC HEARINGS REGARDING SPECIAL ASSESSMENT DISTRICTS AS LISTED BELOW:

SPECIAL ASSESSMENT DISTRICT NO. 641 – UNPAID FALSE ALARM INVOICES
 SPECIAL ASSESSMENT DISTRICT NO. 642 – UNPAID WEED MOWING INVOICES
 SPECIAL ASSESSMENT DISTRICT NO. 643 – UNPAID SIDEWALK REPAIR INVOICES
 SPECIAL ASSESSMENT DISTRICT NO. 644 – UNPAID WATER INVOICES
 SPECIAL ASSESSMENT DISTRICT NO. 645 – UNPAID SPECIAL PICK-UP INVOICES
 SPECIAL ASSESSMENT DISTRICT NO. 646 – UNPAID SNOW REMOVAL INVOICES
 SPECIAL ASSESSMENT DISTRICT NO. 647 – UNPAID MISCELLANEOUS INVOICES

Mayor McClellan opened the Public Hearing(s) on Special Assessment Districts 641, 642, 643, 644, 645, 646 and 647 at 7:10 P.M. and invited interested parties to speak. Mayor McClellan closed the Public Hearing(s) at 7:32 P.M.

CM-04-153-15

(AGENDA ITEM #8A-J) RESOLUTION NO. 9 AND RESOLUTION NO. 10 CONFIRMING THE ROLL AND SETTING THE DUE DATE AND PENALTY FOR SPECIAL ASSESSMENT DISTRICTS – ADOPTED

Motion by, Burns, seconded by Speech, CARRIED UNANIMOUSLY, to adopt the following Special Assessment Resolution (No. 9) confirming the Roll, and Special Assessment Resolution (No. 10), setting the due date of May 28, 2015, together with a penalty of ten percent (10%) for Special Assessment District No. 628 – Unpaid False Alarms Invoices; Special Assessment District No. 629 – Unpaid Weed Mowing Invoices; Special Assessment District No. 630 – Unpaid Sidewalk Repair Invoices; Special Assessment District No. 631 – Unpaid Delinquent Water Invoices; Special Assessment District No. 632 – Unpaid Special Pick Up Invoices; Special Assessment District No. 633 – Unpaid Snow Removal Invoices; Special Assessment District No. 634 – Unpaid Miscellaneous Invoices; and withholding the temporary exceptions pending further review by the City Manager to report back to the City Council as to whether they will be kept on the Roll; added on at a later date or removed permanently:

CITY OF OAK PARK
MICHIGAN

SPECIAL ASSESSMENT RESOLUTION NO. 9

DISTRICT NO. 641
DISTRICT NO. 642
DISTRICT NO. 643
DISTRICT NO. 644
DISTRICT NO. 645
DISTRICT NO. 646
DISTRICT NO. 647

The Mayor announced that this was the time set to review the Special Assessment Rolls as prepared and revised by the City Assessor for unpaid expenses incurred on private premises for - False Alarm Invoices, assessed in Special Assessment District No. 641; Weed Mowing Invoices, assessed in Special Assessment District No. 642; Sidewalk Repair Invoices, assessed in Special Assessment District No. 643; Delinquent Water Invoices, assessed in Special Assessment District No. 644; Special Pick Up Invoices, assessed in Special Assessment District No. 645; Snow Removal Invoices, assessed in Special Assessment District No. 646; and Miscellaneous Invoices, assessed in Special Assessment District No. 647.

The Clerk read into the record the objections that were received.

There were objections received as follows:

SAD	Address	Parcel ID #
641 Unpaid False Alarm Invoices		
	18318 Oak Dr.	25-29-407-002
	2021 Parklawn	25-31-204-029
642 Unpaid Weed Mowing Invoices		
	10641 Corning	25-32-203-012
643 Unpaid Sidewalk Repair Invoices		
	15321 Marlow	25-30-177-008
	24341 Ridgdale	25-30-277-031
	24611 Ridgdale	25-30-228-028
	15011 Marlow	25-30-177-008
	24600 Sussex	
	24600 Westhampton	
	24700 Westhampton	
	15411 Leslie	25-30-156-001
	15050 Leslie	25-30-177-016

	24721 Kenosha	
	24540 Harding	25-30-102-001
	15000 Dartmouth	25-30-127-039
	24541 Harding	
	24280 Gardner	25-30-207-008
644 Unpaid Delinquent Water Invoices		
	12710 Albany	
645 Unpaid Special Pick-up Invoices		
	23570 Majestic	
646 Unpaid Snow Removal Invoices		
	22101 Beverly	25-31-101-021
647 Unpaid Miscellaneous Invoices		
	None	

BE IT RESOLVED That Special Assessment Roll No. 641, 642, 643, 644, 645, 646 and 647 as prepared and revised by the City Assessor, are hereby confirmed.

**CITY OF OAK PARK
MICHIGAN**

SPECIAL ASSESSMENT RESOLUTION NO. 10

- DISTRICT NO. 641
- DISTRICT NO. 642
- DISTRICT NO. 643
- DISTRICT NO. 644
- DISTRICT NO. 645
- DISTRICT NO. 646
- DISTRICT NO. 647

At a Regular Meeting of the City Council of the City of Oak Park, held the 20th day of April, 2015 at 7:00 P.M., at the City Hall, 14000 Oak Park Boulevard, in said City.

WHEREAS, by resolution adopted April 20, 2015, Special Assessment Rolls No. 641, 642, 643, 644, 645, 646 and 647 were confirmed by the City Council.

NOW, THEREFORE, BE IT RESOLVED THAT: Said Special Assessment Rolls shall be due in one (1) installment payable on May 28, 2015, in full, together with a penalty of ten percent (10%).

Roll Call Vote:	Yes:	McClellan, Seligson, Speech, Burns
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

COMMUNICATIONS: None

SPECIAL LICENSES:**CM-04-154-15 (AGENDA ITEM #10A) SPECIAL EVENT REQUEST – BOOK BEAT, 26010 GREENFIELD - APPROVED**

Motion by Speech, seconded by Burns, CARRIED UNANIMOUSLY, to approve the following Special Event request subject to all departmental approvals:

Name	Address	Event	Fee
Book Beat	26010 Greenfield Oak Park, MI 48237	Book Signing Event May 2, 2015	100.00

Voice Vote: Yes: McClellan, Seligson, Speech , Burns
 No: None
 Absent: Levine

MOTION DECLARED ADOPTED**CM-04-155-15 (AGENDA ITEM #10B) SPECIAL EVENT REQUEST – TRI-COMMUNITY COALITION - APPROVED**

Motion by Burns, seconded by Seligson, CARRIED UNANIMOUSLY, to approve the following Special Event request and waiver of fee subject to all departmental approvals:

Name	Address	Event	Fee
Tri-Community Coalition	14700 W. Lincoln Oak Park, MI 48237	Drug "Take Back Day" April 30, 2015	Waived

Voice Vote: Yes: McClellan, Seligson, Speech , Burns
 No: None
 Absent: Levine

MOTION DECLARED ADOPTED**ACCOUNTING REPORTS:****CM-04-156-15 (AGENDA ITEM #11A) APPROVAL FOR PAYMENT OF AN INVOICE AS SUBMITTED BY GARAN, LUCOW, MILLER P.C., FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$30,433.05 - APPROVED**

Motion by Seligson, seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoice #435534 as submitted by Garan, Lucow, Miller P.C., for legal services in the total amount of \$30,433.05.

Roll Call Vote: Yes: McClellan, Burns, Seligson, Speech
 No: None
 Absent: Levine

MOTION DECLARED ADOPTED

CM-04-157-15 (AGENDA ITEM #11B) APPROVAL FOR PAYMENT OF AN INVOICE AS SUBMITTED BY SECREST, WARDLE, LYNCH, HAMPTON, TRUEX & MORLEY, FOR LEGAL SERVICES IN THE TOTAL AMOUNT OF \$2,602.00 - APPROVED

Motion by Speech, seconded by Burns, CARRIED UNANIMOUSLY, to approve payment of invoice #1264516 as submitted by Secrest, Wardle, Lynch, Hampton, Truex & Morley, for legal services in the total amount of \$2,602.00.

Roll Call Vote: Yes: McClellan, Burns, Seligson, Speech
 No: None
 Absent: Levine

MOTION DECLARED ADOPTED

BIDS:

CM-04-158-15 (AGENDA ITEM #12A) BID AWARD FOR THE 2015 CODE ORDERED TREE REMOVAL CONTRACT, M-620 TO J-MAC TREE & DEBRIS, LLC. OF SOUTHFIELD FOR THE TOTAL AMOUNT OF \$175,070.00 AND BUDGET AMENDMENT IN THE AMOUNT OF \$43,767.50 - APPROVED

Motion by Seligson, Seconded by Levine, CARRIED UNANIMOUSLY, to approve the bid award for the 2015 Code Ordered Tree Removal Contract, M-620 to J-Mac Tree & Debris, LLC. of Southfield for the total amount of \$175,070.00 and to further approve a budget amendment in the amount of \$43,767.50 as follows:

<u>Information</u>	<u>Account No. Details</u>	<u>Budget Amendment</u>	<u>Funding Source</u>
Fund:	General		
Account No.:	Revenue 101-00.000-654.215 (New)	Increase	Special assessment on
Description:	Tree Removal Billings 2015	\$47,767.50	property owners
<u>Information</u>	<u>Account No. Details</u>	<u>Budget Amendment</u>	<u>Funding Source</u>
Fund:	General		
Account No.:	Expense 101-16.371-818.654 (New)	Increase	Offset by revenue from
Description:	Contractual Services-Tree Removal	\$47,767.50	special assessment

Roll Call Vote: Yes: McClellan, Burns, Seligson, Speech
 No: None
 Absent: Levine

MOTION DECLARED ADOPTED

Technical & Planning Director Barrett reported that at the February 3, 2015 regular meeting of the Oak Park City Council, the request to bid the 2015 Code Ordered Tree Removal Contract, M-620 was approved (CM-02-042-15). The project was advertised and over 25 contractors viewed the contract

documents. On April 7, 2015, four (4) bids were received and opened. The low bidder, J-Mac Tree & Debris, LLC. submitted a bid of \$175,070.00 and their references have been verified.

He explained that the project will remove dead or diseased trees on private properties throughout the City utilizing ordinance section 78-51, "Removal of dead, diseased, or prohibited trees" that are a public hazard and contribute to blight.

CM-04-159-15 (AGENDA ITEM #12B) BID AWARD FOR THE 2015 FIRE HYDRANT BLASTING AND REPAINTING PROJECT, M-607 TO CROSS RENOVATION, INC. OF GARDEN CITY, MI FOR THE TOTAL AMOUNT OF \$36,600.00 - APPROVED

Motion by Seligson, Seconded by Burns, CARRIED UNANIMOUSLY, to approve the bid award for the 2015 Fire Hydrant Blasting and Repainting Project, M-607 to Cross Renovation, Inc. of Garden City, MI for the total amount of \$36,600.00.

Roll Call Vote:	Yes:	McClellan, Burns, Seligson, Speech
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

Assistant City Manager Yee reported that at the March 2, 2015 regular meeting of the Oak Park City Council, the request to bid the 2015 Fire Hydrant Blasting and Repainting Project, M-607 was approved (CM-03-080-15). The project was advertised and over 20 contractors viewed the contract documents. On March 31, 2015, four (4) bids were received and opened. The low bidder, Cross Renovation, Inc, submitted a bid of \$36,600.00. References were checked and all had positive responses. This project will paint approximately 122 fire hydrants throughout the city. Funding is available in the Water and Sewer Fund.

CM-04-160-15 (AGENDA ITEM #12C) BID AWARD FOR THE 2015 LAWN MAINTENANCE CONTRACT, M-631 TO J.E. JORDAN OF DETROIT, MI FOR THE TOTAL AMOUNT OF \$67,940.00 - APPROVED

Motion by Speech, Seconded by Seligson, CARRIED UNANIMOUSLY, to approve the bid award for the 2015 Lawn Maintenance Contract, M-631 to J.E. Jordan of Detroit, MI for the total amount of \$67,940.00.

Roll Call Vote:	Yes:	McClellan, Burns, Seligson, Speech
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

Mr. Yee reported that at the January 20, 2015 regular meeting of the Oak Park City Council, the request to rebid the 2015 Lawn Maintenance Contract, M-631 was approved (CM-01-024-15). The project was advertised and 30 contractors viewed the contract documents. On April 13, 2015, four (4) bids were received and opened. The low bidder, The Lawn Therapist, submitted a bid of \$46,476.16. The contractor stated that they were just getting the business started back up after an over 20 year break from the business. The only recent reference was reviewed and it was for an approximately 1.5 acre apartment complex. Based on the lack of current similar size references (this is approximately 91 acres) and the age and amount of equipment listed for this project, we do not feel that they are capable of

performing this work satisfactorily at this time and are recommending the second lowest bidder, J.E. Jordan of Detroit.

ORDINANCES:

CM-04-161-15 (AGENDA ITEM #13A) SECOND READING AND ADOPTION OF AN ORDINANCE TO AMEND ARTICLE XVIII, SIGNS, APPENDIX A, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN - APPROVED

Motion by Speech, seconded by Seligson, CARRIED UNANIMOUSLY, to approve the Second Reading of the following Ordinance to amend Article XVIII, Signs, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, Michigan:

CITY OF OAK PARK, MICHIGAN

ORDINANCE NO.

AN ORDINANCE TO AMEND ARTICLE XVIII, SIGNS, APPENDIX A, ZONING, OF THE CODE OF ORDINANCES OF THE CITY OF OAK PARK, MICHIGAN.

THE CITY OF OAK PARK, MICHIGAN ORDAINS:

SECTION 1. Article XVIII, Appendix A, Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to replace Article XVIII with the following:

ARTICLE XVIII. - SIGNS

Sec. 1800. - Signs.

- A. Purpose.** It is the purpose of this section to provide for proper identification of businesses and institutions; to enable the public to locate goods, services and facilities without difficulty and confusion; to prevent wasteful use of resources as a result of competition among businesses for attention; and to promote the continued attractiveness of the City of Oak Park. It is further determined that to allow an excessive number of signs in the city would be unduly distracting to pedestrians and motorists, creates a traffic hazard, and may reduce the effectiveness of signs needed to direct the public. The regulations of this section are determined to be the minimum regulations necessary to achieve its purposes.
- B. Objectives.** To achieve the purpose stated above, this section has the following objectives:
1. To prevent the placement of signs in a manner that will conceal or obscure signs or adjacent businesses;
 2. To keep the number of signs and sign messages at a level reasonably necessary to identify a business and its products or services;
 3. To keep signs within a reasonable scale with respect to the buildings to which they relate;
 4. To keep an area adjacent to streets clear of signs which might obstruct or distract the view of motorists;
 5. To reduce the visual and physical obstructions to motorists entering or leaving streets;

6. To enhance the physical appearance of the city;
7. To preserve scenic and natural beauty of designated areas;
8. To make the city a more enjoyable and pleasing community; and
9. To create a more attractive economic and business climate.

Sec. 1801. - Definitions.

Refer to definitions pertaining to signs found in article II.

Sec. 1802. - Basic requirements—All districts.

The following general requirements shall apply to all signs in every zoning district within the City of Oak Park.

- A. Only on-site signs are permitted.
- B. The calculation of sign surface area shall include: the sign frame and any sign member or support which is illuminated or bears advertising matter, symbols, logos, or similar decorations associated with the business identified thereon.
- C. Every sign shall be effectively attached to a building, other permanent structure, or the ground. Portable or moveable signs (such as trailer signs) are prohibited. The intent of this paragraph shall not be circumvented by the use of parked vehicles or trailers as signs or conveyances for signs.
- D. All illuminated signs shall be so arranged or shielded so as not to interfere with the vision of persons on adjacent thoroughfares and properties. In no event shall light from an illuminated sign shine on adjacent property which is used for residential purposes.
- E. The color saturation and hue of illuminated signs shall be such as to preclude confusion with traffic signals.
- F. All signs shall conform to the regulations as set forth in this ordinance, and any sign or billboard not conforming thereto shall be deemed a nonconforming structure subject to the provisions of section 2005
- G. No sign shall be located or placed on any property or building in a manner that interferes with the driver of an automobile having proper visibility of pedestrians or automobile traffic.
- H. No sign, except those for emergency service purposes established and maintained by the city, county, state or federal government, shall be located in, project into, or overhang a public right-of-way or dedicated public easement.
- I. All emergency service purpose directional signs required for the purpose of orientation, when established by the city, county, state or federal government, shall be permitted in all use districts, and may exceed six feet in height.
- J. Sign materials and design shall be consistent with the architectural design of the building they identify.
- K. All signs shall be maintained in a condition similar to that which existed at the time of their erection. At the least, all signs and all awnings with sign components shall be kept clean, free of missing or loose parts, free of blistering or peeling paint, and without burned-out illumination, or missing or obsolete sign panels.
- L. All sign owners shall complete a form, provided by the city, indicating the name, address and phone number of the person responsible for maintenance of the sign. At the request of the city, any sign owner shall update the information provided on this form.

- M. Free-standing signs shall be set back at least five feet from all lot lines unless otherwise provided by this section. Freestanding signs shall be located so as to not hinder or block ingress or egress to the site and/or restrict the vision of pedestrians or motorists on or near the site.
- N. Replacement signs. When a sign is to be replaced, it shall thereafter conform to all requirements of this zoning ordinance. This shall not prevent the lawful continuance of nonconforming signs that were legally established prior to the current requirements of the zoning ordinance. The following provisions shall apply to replacement of panels and signs intended to update information nonconforming signs:
1. The owner of a nonconforming sign may replace a panel or face of the sign in order to update information on the nonconforming sign or identify a new tenant or occupant from the same use category provided the sign is not enlarged or otherwise made more nonconforming. Approval of replacement panels may be granted by the administrative official designated by the city manager.
 2. The replacement of a nonconforming sign or signs with a sign that conforms to the current requirements of the zoning ordinance may be approved by the administrative official designated by the city.
- O. The maximum height of all free-standing signs shall be six feet, unless otherwise provided in this section.
- P. No sign shall be erected within the clear vision area at the intersection of any two streets or other public ways. The clear vision area is formed by two lines each 25 feet long measured along the right-of-way for both streets from the point of intersection and connected by a third line to form a triangle.
- Q. Signs for public buildings in all districts. Public buildings, such as schools, city offices, libraries, community centers, and the like shall comply with the following regulations in all districts:
1. Permanent signs that are part of the structure, such as engraved stone panels, cast bronze plaques and the like, may occupy not more than ten percent of the front wall surface area, to maximum of 100 square feet.
 2. The total area of monument signs and all wall signs shall not exceed ten percent of the front wall surface area of the buildings they identify.
 3. If a public building requires a changeable message board, it shall be incorporated as part of the permanent sign.
- R. Prohibited signs and sign features or components. The following signs are prohibited, notwithstanding anything to the contrary in this ordinance:
1. Signs which incorporate in any manner or are illuminated by any flashing or moving lights, or where any illumination can shine directly into the eyes of any occupant of any vehicle traveling upon any highway, driveway or parking area, or into any window of any residence within 100 feet, or where the illumination interferes with the visibility or readability of any traffic sign or device.
 2. Pennants, strings of flags, spinners, streamers, balloons, and inflatable advertising devices.
 3. Exterior string lights used in connection with a commercial premises, other than holiday decorations used from the day after Thanksgiving through the following January 15.
 4. Any sign which has any visible motion, moving or animated parts or image, whether movement is caused by machinery, electronics, wind, or otherwise, except for minor elements of clocks or thermometers.
 5. Any sign which is structurally or electrically unsafe, or which obstructs any fire escape.
 6. Any sign erected on a tree or utility pole except signs of any political subdivision of this state.
 7. Any business sign, sign structure or frame now or hereafter existing which no longer advertises a bona fide business conducted or a product offered for sale, or no longer contains a sign.

8. Portable signs. Temporary portable signs for city-sponsored events are exempt from this requirement when posted three days or less prior to the event.
 9. Any sign on a motor vehicle or trailer which is parked in front of a business for the purpose of advertising a business or product or service of a business located on the premises where such vehicle is parked.
 10. Any sign on a motor vehicle or trailer which is parked at a location visible from a public street and intended to attract attention for the business, product or service identified on the sign.
 11. Roof signs.
 12. Any sign or sign part, cable or support, except those established for emergency service purposes and maintained by the city, the Road Commission for Oakland County, the Michigan Department of Transportation, or the federal government, located in, projecting into, or overhanging a public right-of-way or dedicated public easement. The building inspector is authorized to cause the removal of any signs posted or placed in any public right-of-way, provided any such sign shall be kept for a period of 60 days for pick-up by any person who might claim it, and thereafter may be destroyed by the city.
 13. Any sign within the clear vision area as specified in section 1701
 14. Any sign erected on any property, public or private, without the consent of the owner or occupant thereof.
 15. Any sign which simulates or imitates in size, color, lettering, or design, any traffic sign or signal or other word, phrase, symbol, or character in such a manner as to interfere with, mislead, or confuse the drivers of motorized vehicles.
 16. Any sign which incorporates any open spark or flame.
 17. Phone numbers on signs.
 18. Portable message board signs.
 19. Business signs in the windows of office buildings in all districts.
 20. "Sold" signs, messages, or parasite signs on real estate signs.
 21. Human signs.
- S. Signs on parking lots in any district. One sign shall be permitted at each point of ingress and egress to a parking lot to indicate the operator, parking rates, and directions of movement. Each such sign shall not exceed ten square feet in area, shall not extend more than four feet in height above grade, and shall be entirely on the parking lot property.
- T. Electronic messaging signs. Electronic messaging signs shall be defined as a sign, or portion thereof, that displays electronic, static images, static graphics or static pictures, with or without textual information. Such a sign can be changed or altered by electronic means on a fixed display screen composed of a series of lights including light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination devices within the display area where the message is displayed. Electronic messaging signs include computer programmable microprocessor controlled electronic or digital displays, and shall not include animated images or graphics, audio components, scrolling messages, or video moving images similar to television images. Electronic messaging signs are subject to the following provisions and requirements:
1. An electronic messaging sign shall be permitted only as a portion of a monument style sign or a freestanding shopping center sign. Electronic messaging signs are prohibited as wall, office building identification, window and temporary signs.
 2. The area of the electronic messaging display shall not exceed 50 percent of the total sign face of a monument style sign.

3. In a freestanding shopping center sign, an electronic messaging display may replace one permitted tenant panel not to exceed 30 square feet in size.
 4. Messages on electronic messaging signs shall be displayed for a minimum of eight seconds before changing.
 5. The electronic display background color tones, lettering, logos, pictures, illustrations, symbols, and other electronic graphic or video display shall not blink, flash, rotate, scroll, change in illumination intensity, or otherwise change in outward appearance except when the electronic message or display is changed to another message or display. When an electronic message changes, the prior message shall disappear simultaneously with the appearance of the new message.
 6. An electronic messaging sign shall be equipped with an automatic dimmer control capable of providing a distinct illumination change from a higher illumination level to a lower illumination level. The illumination level of the sign shall be reduced during the time period from one-half hour before sunset to one-half hour after sunrise.
 7. Audio speakers are not permitted on any electronic messaging sign.
 8. A malfunctioning electronic messaging sign shall be turned off or shall display a blank screen until repaired.
 9. No electronic messaging sign shall be allowed within 100 feet of a residential zone from which it is visible. An electronic messaging sign which is visible from a residential district may operate only between the hours of 6:00 a.m. and 10:00 p.m.
- U. The above regulations apply to signs in all districts. Where the district regulations below establish more stringent requirements, they shall apply.

Sec. 1803. - Signs permitted in residential districts (R-1, R-2, RM-1, RM-2 PMF).

- A. For institutional uses (such as a church or school): one free-standing monument sign and one wall sign:
 - a. Monument signs shall not exceed six feet in height above the ground (measured from the average ground level within two feet of the base of the sign and 30 square feet in area. Monument signs shall be located so as not to hinder or block ingress or egress to the site and/or restrict the vision of pedestrians or motorists on or near the site.
 - b. The total area of the monument sign and all wall signs shall not exceed ten percent of the front wall surface area of the principal building up to a maximum of 120 square feet.
 - c. No illuminated or electronic messaging sign shall be allowed within 100 feet of a residential zone from which it is visible. All illuminated signs and electronic messaging signs which are visible from a residential use may operate only between the hours of 6:00 a.m. and 10:00 p.m.
- B. For permitted uses in multiple family districts (RM-1, RM-2, PMF): one sign not exceeding 30 square feet in area.
- C. For subdivision developments: one permanent subdivision identification sign not exceeding 30 square feet in area.
- D. For new residential developments: one temporary sign advertising the sale of dwellings therein not exceeding 50 square feet in area. Permits for temporary development signs shall expire after two years or when the last unit is sold, whichever shall occur first, and shall require a cash performance deposit of \$300.00 to guarantee removal of the sign.
- E. One trespassing, safety, or caution sign not over two square feet in area shall be permitted for each 200 lineal feet of perimeter lot line.
- F. Signs for the rental, sale, or lease of the property on which they are located, subject to the following:

1. In R-1 and R-2 districts, only one such sign not over six square feet may be displayed no closer than 12 feet to any lot line.
 2. In PMF, RM-1 and RM-2 districts, not more than two such signs not over 12 square feet may be displayed no closer than 12 feet to any lot line.
- G. One non-illuminated sign, not over one square foot in area, attached to or displayed on the principal building as accessory to a permitted home occupation.
- H. One multifamily building identification sign, not more than 30 square feet in area, may be attached to the face of the first floor of a building and shall not project more than 12 inches from the face of the building. Such sign must relate only to the name and use of the building and premises. In addition, one ground sign identifying a group of buildings under common ownership or management shall be allowed. Such ground sign shall be set back at least five feet from the property line and be no higher than six feet overall, nor larger than 30 square feet in area per side.

Sec. 1804. - Signs permitted in O office building districts.

A. For office buildings, one free-standing building identification monument style sign plus one building identification wall sign per building subject to the following:

1. Free-standing building identification monument signs shall not exceed six feet in height, 30 square feet in area, shall be set back at least five feet from all lot lines, and 100 feet from adjoining residential districts. Building identification monument signs shall be located so as not to hinder or block ingress or egress to the site and/or restrict the vision of pedestrians or motorists on or near the site.
2. Building identification wall signs shall be displayed only on the front of the building, mounted directly on the wall or on a special sign panel designed as part of the building architecture. Building identification wall signs shall not exceed 15 percent of their front wall surface area to a maximum of 120 square feet. The total area of the Building identification monument sign plus the Building identification wall signs shall not exceed 150 square feet.
3. In addition, one directory sign per building, stating only the name and suite number of each tenant, and located on the wall of the building within three feet of the principal entrance door. A directory sign shall not exceed six square feet per tenant to a maximum of 30 square feet total and shall not project more than 12 inches from the wall.
4. Signs for the rental, sale or lease of the property on which they are located; provided, that no such sign shall exceed ten square feet in area per sign. No more than two such signs may be placed on any one property.
5. The use of neon window signs such as "open" and "closed" signs, and all other temporary or permanent window signs are prohibited in all O office building districts.

Sec. 1805. - Signs permitted in B-1, B-2, PTRED, and PCD districts.

- A. For office buildings, one free-standing building identification monument style sign plus one building identification wall sign per building subject to the following:**
1. Free-standing building identification monument signs shall not exceed six feet in height (measured from the average ground level within two feet of the base of the sign), 30 square feet in area, shall be set back at least five feet from all lot lines, and 100 feet from adjoining residential districts. Building identification monument signs shall be located so as not to hinder or block ingress or egress to the site and/or restrict the vision of pedestrians or motorists on or near the site.
 2. Building identification wall signs shall be displayed only on the front of the building, mounted directly on the wall or on a special sign panel designed as part of the building architecture. Building identification wall signs shall not exceed 15 percent of their front wall surface area to a maximum of

120 square feet. The total area of the Building identification monument sign plus the Building identification wall signs shall not exceed 150 square feet.

3. In addition, one directory sign per building, stating only the name and suite number of each tenant, and located on the wall of the building within three feet of the principal entrance door. A directory sign shall not exceed six square feet per tenant to a maximum of 30 square feet total and shall not project more than 12 inches from the wall.
 4. Signs for the rental, sale or lease of the property on which they are located; provided, that no such sign shall exceed ten square feet in area per sign. No more than two such signs may be placed on any one property.
 5. The use of neon window signs such as "open" and "closed" signs, and all other temporary or permanent window signs are prohibited in all O office building districts.
- B. For retail and similar buildings, one free-standing monument style sign plus one wall sign per tenant, subject to the following:
1. Monument signs shall not exceed six feet in height (measured from the average ground level within two feet of the base of the sign), 30 square feet in area, shall be set back at least five feet from all lot lines, and 100 feet from adjoining residential districts. Monument signs shall be located so as not to hinder or block ingress or egress to the site and/or restrict the vision of pedestrians or motorists on or near the site. As a substitution for a monument style sign, one additional wall sign, subject to area limitations for monument signs, may be displayed on one side of the building. Buildings fronting on Eight Mile Road are permitted a monument style sign 40 square feet in area.
 2. Wall signs shall be displayed only on the front of the building, mounted directly on the wall or on a special sign panel designed as part of the building architecture. Individual store signs shall not exceed 15 percent of their front wall surface area to a maximum of 120 square feet. The total area of the monument sign plus the wall signs shall not exceed 150 square feet.
 3. Individual stores shall be permitted only one wall sign per store provided, however, that buildings on corner lots where both streets have business districts fronting thereon for at least 200 feet may be permitted one sign on the front wall facing each street for the corner store only.
 4. In addition, the following secondary signage is permitted:
 - a. Awning sign: One sign, no greater than 50% of the front face of the awning and no greater than 30 square feet, may be included on an awning subject to the permitted total sign area regulations. No awnings bearing a sign shall be back lighted to illuminate the awning sign.
 - b. Blade Sign: One non-illuminated blade sign oriented perpendicular to the building, no greater than four square feet in size, projecting no more than four feet from the façade of the building and no lower than eight feet above ground level. Blade signs shall be placed below the roof line of a single-story building or below the second floor of a multi-story building.
 - c. Stationary Sandwich Board signs are allowed, after issuance of an annual permit, and subject to the following:
 1. One Stationary Sandwich Board sign per business, no greater than six square feet in area, with a maximum height of no more than three-and-one-half feet.
 2. The sign shall be placed in a manner so it maintains five feet of pedestrian passage, does not cause a sight obstruction, and does not hinder ingress or egress from buildings or parked cars. Signs shall be stored indoors when business is closed.
 3. Signs may include the name of the business, the word "Open," hours of operation, and one other line of text. Graphics including a business's logo shall be permitted, but individual product logos shall be prohibited.
 4. No sign shall be connected to any power source.
 5. No sign shall be chained or otherwise secured to a building, bench or pole.

- C. For planned shopping centers under single ownership and management, one free-standing pole or monument style shopping center identification sign per business street providing access to the site and one wall sign per tenant, subject to the following:
1. Free-standing pole shopping center identification signs shall be permitted in accordance with the following table:

TABLE OF FREESTANDING POLE SHOPPING CENTER IDENTIFICATION SIGN REQUIREMENTS
(Shopping center stores in B-1, B-2, PTRED and PCD only)

Freestanding Shopping Center Identification Signs	Less than 10,000 square feet in size	Between 10,001 and 99,999 square feet in size	Greater than 100,000 square feet in size
Maximum Height	15 Feet	22 Feet	24 Feet
Maximum Size	30 Square Feet	120 Square Feet	200 Square Feet
Shopping Center Name Minimum % of Display Area	100%	40%	40%
Individual Tenant Maximum % of Display Area	0%	40%	40%
Maximum Number of Tenants on Identification Sign	0	3	3

2. Free-standing monument style shopping center identification signs shall not exceed six feet in height (measured from the average ground level within two feet of the base of the sign) and 30 square feet in area. Monument signs shall only display the name of the shopping center. Monument signs shall be located so as not to hinder or block ingress or egress to the site and/or restrict the vision of pedestrians or motorists on or near the site.
3. Free-standing shopping center identification signs shall be set back at least five feet from street property lines, 20 feet from adjacent property lines and 100 feet from adjacent residential districts.
4. Wall signs for individual stores shall not exceed 15 percent of their front wall surface area to a maximum of 180 square feet per tenant with 10,000 or more square feet of leasable area and 120 square feet per tenant with less than 10,000 square feet of leasable area. These limits may be raised as the size of the store and/or its setback from the lot line adjoining the principal street frontage increases in accordance with the following table:

TABLE OF MAXIMUM ALLOWABLE WALL SIGN AREA, IN SQUARE FEET*
(Shopping center stores in B-1, B-2, PTRED and PCD only)

Building Front Setback	Store Size In Square Feet				
	Less than 10,000	10,001 to 25,000	25,001 to 40,000	40,001 to 100,000	Over 100,000
Over 150 feet	240	300	380	460	560
101—150 feet	190	250	330	410	510
51—100 feet	150	210	290	370	470

0—50 feet	120	180	260	340	440
* In no instance shall the above table cause any wall sign to exceed 15 percent of the store's front wall surface area.					

5. In addition, the following secondary signage is permitted:

- a. Awning sign: One sign, no greater than 50% of the front face of the awning and no greater than 30 square feet, may be included on an awning subject to the permitted total sign area regulations. No awnings bearing a sign shall be back lighted to illuminate the awning sign.
- b. Blade Sign: One non-illuminated blade sign oriented perpendicular to the building, no greater than four square feet in size, projecting no more than four feet from the façade of the building or underneath a walkway canopy and no lower than eight feet above ground level. Blade signs shall be placed below the roof line of a single-story building or below the second floor of a multi-story building.
- c. Stationary Sandwich Board signs are allowed, after issuance of an annual permit, and subject to the following:
 1. One Stationary Sandwich Board sign per business, no greater than six square feet in area, with a maximum height of no more than three-and-one-half feet.
 2. The sign shall be placed in a manner so it maintains five feet of pedestrian passage, does not cause a sight obstruction, and does not hinder ingress or egress from buildings or parked cars. Signs shall be stored indoors when business is closed.
 3. Signs may include the name of the business, the word "Open," hours of operation, and one other line of text. Graphics including a business's logo shall be permitted, but individual product logos shall be prohibited.
 4. No sign shall be connected to any power source.
 5. No sign shall be chained or otherwise secured to a building, bench or pole.

D. Gasoline service stations may have one parasite sign, not exceeding 15 square feet, to display the current prices of the various fuels sold.

Sec. 1806. - Signs permitted in LI industrial districts.

- A. Individual buildings may have one free-standing monument sign per principal building and one wall sign per tenant.
- B. Monument signs shall not exceed six feet in height above the ground (measured from the average ground level within two feet of the base of the sign) and 30 square feet in area. Monument signs shall be set back not less than five feet from the front lot line, 20 feet from the existing curb line, and 100 feet from an adjoining residential district. Buildings fronting on Eight Mile Road are permitted a monument style sign 40 square feet in area. Monument signs shall be located so as not to hinder or block ingress or egress to the site and/or restrict the vision of pedestrians or motorists on or near the site. As a substitution for a monument style sign, one additional wall sign, subject to area limitations for monument signs, may be displayed on one side of the building.
- C. The total area of the monument sign and all wall signs shall not exceed ten percent of the front wall surface area of the principal building up to a maximum of 120 square feet.

Sec. 1807. - Signs allowed without a permit.

The following signs are allowed to be erected or maintained without a permit provided they comply with the following regulations and applicable construction standards in this ordinance.

- A. Signs posted by duly constituted public authorities in the performance of their public duties.

- B. Signs located on the rolling stock of common carriers.
- C. Signs located on motor vehicles or trailers bearing current license plates which are traveling or lawfully parked upon public highways, or parked upon any premises where the primary purpose is not the display of the sign.
- D. Signs having an area of not more than two square feet which convey only the street number and address, the name of the premises, the name of the owner and/or the occupant of the premises.
- E. On-premises, temporary and permanent window signs for retail and service businesses in B-1, B-2, PTRED and PCD Districts when located inside and visible through the windows of an enclosed building, where the area of such signs does not exceed 25 percent of the window area. Temporary window signs containing a message referring to current, temporary merchandising or promotional activities, such as a special sale, shall be posted for no longer than 14 days.
- F. Wall signs not exceeding six square feet and indicating only the date of erection of a building, when cut into a masonry surface or constructed of bronze or other noncombustible material.
- G. Flags and banners subject to the following:
 - 1. The flag of any corporate, commercial or noncommercial organization, educational institution, nation, state, political subdivision, or governmental entity respectfully displayed. In addition, for each 20 lineal feet of street frontage, out decorative banner or flag, or flag or banner of any educational institution, nation, state, political subdivision, or government entity, not exceeding 15 square feet, may be displayed on the premises. "Decorative banner or flag" is defined as a banner or flag containing no words, symbol, logo, emblem or trademark naming, describing, or otherwise related to any business located or conducted on the premises.
 - 2. For the purpose of this section, flags and banners on roofs shall be considered roof signs with the exception of decorative banners or flap, as defined above.
 - 3. Flags and banners used for the advertisement of products, sales or services are prohibited.
 - 4. Temporary banners for city-sponsored events are exempt from these requirements when posted 45 days or less prior to the event and removed promptly after said event.
 - 5. All flags and banners shall be maintained in a condition similar to that which existed at the time of their erection. Flags and banners shall be removed or replaced when they become dirty, faded, ripped or frayed.
- H. Temporary political signs, subject to the following:
 - 1. No such sign shall be illuminated.
 - 2. No such sign shall exceed 12 square feet in area, per side, nor six feet in height.
 - 3. All such signs shall be displayed only in a front yard or window and shall be set back at least five feet from the front lot line, except on a corner lot such signs may be displayed in the side yard subject to the same five-foot setback from the side street lot line.
 - 4. No such sign shall be placed in or project into a public right-of-way. Political signs shall only be placed on private property with permission of the property owner.
 - 5. A sign advertising a candidate for political office or stating a position on a ballot proposal shall not be erected more than 45 days prior to a primary election. Signs advertising unsuccessful primary candidates and unsuccessful ballot proposals shall be removed within ten days after the primary election. Signs for successful primary candidates and ballot proposals may continue to be displayed after the primary, along with any signs advertising declared write-in candidates for political office. All temporary political signs shall be removed within ten days after the general election.

6. No such sign shall be placed in such a manner as to obstruct the view of vehicle drivers when leaving or entering a street, driveway, or parking space.
 7. The painting of any such sign on the exterior surface of any building or structure is prohibited.
 8. The property owner shall be responsible for removing temporary political sign(s) after an election.
- I. One noncommercial opinion sign per property shall be allowed year-round, in addition to temporary election signs which are otherwise regulated in this ordinance. The one noncommercial opinion sign shall be located in the front yard, set back as required herein, or in a window, and shall not exceed 12 square feet.
 - J. Signs for garage sales, yard sales, basement sales, rummage sales, moving sales, estate sales or other similar sales, when conducted at a residence: may be erected on private property only; and limited to two signs per sale location and one additional sign at the end of the street with the permission of the property owner; may not exceed six square feet or four feet in height per sign; may not be erected for more than 12 days in any calendar year per sale location; shall not occupy a public right-of-way; and shall not be posted on any utility pole or similar fixture anywhere within the City of Oak Park.
 - K. Portable real estate signs for the sale, rental or lease of the property on which they are placed, subject to the maximum area and setback requirements of the individual district provisions. Parasite signs or messages indicating that the real estate has been "Sold" are hereby prohibited.
 - L. Portable real estate "open house" signs with an area not greater than six square feet and a maximum height of six feet, provided only one such sign may be located on the premises being sold and only during the hours of the open house.
 - M. A single, temporary construction sign is permitted during actual construction in any district, subject to the following:
 1. A building permit is required prior to installation of all temporary construction signs.
 2. In single- and two-family districts, total sign area shall not exceed six square feet per side.
 3. In multiple family districts, total sign area shall not exceed ten square feet per side.
 4. In nonresidential districts, total sign area shall not exceed 32 square feet per side.
 5. No free-standing, temporary construction sign shall exceed six feet in height
 6. Such signs shall be posted on the building or on the premises of the building under construction and shall advertise only the building under construction, its owner, contractors, and designers.
 7. All temporary construction signs shall be removed: when construction ceases for 90 days; upon expiration of the building permit; or upon issuance of a certificate of occupancy, whichever occurs first.
 - N. Private traffic signs that direct and guide traffic and parking on private property that do not exceed four square feet each and bear no advertising matter.

Sec. 1808. - Obsolete or abandoned signs.

All signs that are obsolete, due to discontinuance of the business or activity advertised thereon, shall be removed within 30 days of the close of said business or activity. If the sign is nonconforming, the entire sign shall be removed. If the sign is conforming, only the message shall be removed, however, in no case shall the sign be maintained with exposed lamps, lighting equipment, or other internal mechanical or structural components.

Sec. 1809. - Sign permit required.

It shall be unlawful to construct, display, install, change or cause to be constructed, displayed, installed, or changed, a sign requiring a permit upon any property within the city without first obtaining a sign permit.

Sec. 1810. - Applicability of State Construction Code.

Except as otherwise indicated in this chapter, the regulations of the State Construction Code as adopted by the city shall apply to signs. Where the provisions of this chapter are more restrictive in respect to location, setback, use, size or height of signs, the limitations of this chapter shall take precedence over the regulations of the State Construction Code.

Sec. 1811. - Temporary signs.

A. In nonresidential districts, temporary signs may be authorized by the administrative official designated by the City Manager for not more than 30 days with not more than one extension of 30 days, upon a finding by the administrative official on the basis of written information furnished by the applicant, that the proposed sign:

1. Is necessary for the direction of the public,
2. Will not create an obstruction, a traffic hazard or be incompatible to the area, and
3. Will not be contrary to the spirit and purpose of this ordinance.

B. The administrative official may consider, in determining whether a permit should be issued for a temporary sign, but not by way of limitation:

1. The absence of permanent signs,
2. Change of use or occupant,
3. Change of ownership or management, or reopening by occupant,
4. Change in basic goods or services provided by the occupant, and/or
5. Special events sponsored by one or more of the occupants.

C. Not more than two permits for temporary signs shall be issued to a single applicant in any calendar year.

D. A temporary sign permit fee, shall be posted in an amount established by resolution of the city council, for each temporary sign authorized.

E. The administrative official may impose any additional restrictions on the use of the temporary sign as it deems necessary, in order to protect the health, safety and welfare of the public.

F. The owner of any property on which a temporary sign is placed and the person maintaining said temporary sign are declared to be equally responsible for the condition of the temporary sign and the area in the vicinity thereof.

Sec. 1812. - Murals.

In all Zoning Districts, but excluding all residential uses, art murals shall be permitted subject to the restrictions set forth in this subsection. Two types of art murals are defined as:

Art Mural - is a design or representation which does not contain promotional or commercial advertising painted or drawn on a wall.

Limited Reference Art Mural - is an original, one-of-a-kind unique design or representation which contains limited references to the establishment, product, or service provided on the site which is painted or drawn on a wall on that site.

Both types of art murals are subject to the following:

- (1) Prior to installation of a Mural, the property owner or tenant shall apply for a determination of whether the proposed design or representations is a Sign, an Art Mural or a Limited Reference Art Mural by submitting an application to the Mural Design Review Board (MDRB).
- (2) The MDRB shall consist of the Economic Development Manager, one member of the Planning Commission selected by the Planning Commission Chairperson, and one resident of the City selected by the Mayor.
- (3) After the determination by the MDRB:
 - a. If the proposed design or representations is determined to be a Sign, the applicant shall comply with all further review and requirements of this section for Signs before creating or installing the sign.
 - b. If the proposed design or representations is determined to be an Art Mural, no further review or action is necessary before creating or installing the Art Mural.
 - c. If the proposed design or representations is determined to be a Limited Reference Art Mural, the applicant shall obtain a determination of whether the Limited Reference Art Mural complies with all requirements under subsection (4) of this Section before creating or installing the Mural.
- (4) A Limited Reference Art Mural shall be allowed if:
 - a. The graphics, words, and/or symbols referencing the establishment, product, or service are limited in scope and dominance, and not readily construed as commercial advertising. References must be subtle and integrated into the overall mural.
 - b. For purposes of this subsection, "limited in scope and dominance" shall mean not exceeding twenty (20) percent of the wall area on which it is located, integrated throughout the Mural and not be placed in a concentrated area or manner where it becomes, in essence, a prominent advertisement.
 - c. The references to an establishment, product, or service are not to be in the form of traditional building signage. Traditional signs on the same wall will be reviewed separately under applicable sign requirements.
- (5) Where numbers of signs or maximum square footages apply to a particular location, a Mural shall not count as a Sign nor figure into the allowable Sign area.
- (6) An aggrieved applicant may file an appeal to the Zoning Board of Appeals for review of a decision relating to a Mural. The Zoning Board of Appeals shall review the decision based on the criteria in this subsection (2).

SECTION 2. Article II, Definitions, Section 204, Signs, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to replace Signs definitions (c) *Awning*, (d) *Awning sign*, (j) *Ground sign (free-standing sign)* and (u) in Section 204, Signs, with the following definitions:

- (c) *Awning*: A roof like cover, typically constructed of canvas, vinyl or similar fabric stretched over a framework, and that project from the wall of a building for the purpose of shielding a doorway, window, or pedestrians from the elements.
- (d) *Awning sign*: A sign panel affixed to, sewn into or painted on an awning.
- (j) *Free-standing sign*: A sign supported by one or more uprights, poles or braces placed in the ground surface and not attached to any building or other structure. Free-standing signs may include monument, pylon, and pole type signs.

(u) *Roof sign:* Any sign erected or constructed as an integral or essentially integral part of a normal roof structure of any design, such that no part of the sign extends vertically above the peak of the roof or below the eaves and such that no part of the sign is separated from the rest of the roof by a space of more than 12 inches.

SECTION 3. Article II, Definitions, Section 204, Signs, Appendix "A", Zoning, of the Code of Ordinances of the City of Oak Park, is hereby amended to add the following definitions to Section 204, Signs, and re-alphabetize the remaining listed definitions:

() *Blade sign:* A sign which is oriented perpendicular to the building façade and which is suspended under a bracket, armature, or other mounting device.

() *Human sign:* A sign held by or attached to a human for the purposes of advertising or otherwise drawing attention to an individual, business, commodity, service or product. This can also include a person dressed in costume for the purpose of advertising or drawing attention to an individual, business, commodity, service or product.

() *Inflatable advertising device:* A device which is inflated with air or another gas, or which is activated by wind, air, or propelled gas, and used for outdoor advertising purposes.

SECTION 4. Conflicting Provisions Repealed

All ordinances in conflict with the provisions of this ordinance are repealed only to the extent necessary to give this ordinance full force and effect; provided that all other provisions of the Oak Park Code of Ordinances as heretofore amended shall remain in full force and effect.

SECTION 5. Severability

No other portion, paragraph or phrase of the Code of Ordinances of the City of Oak Park, Michigan shall be affected by this ordinance except as to the above sections, and in the event any portion, section or subsection of this ordinance shall be held invalid for any reason, such invalidation shall not be construed to affect the validity of any other part or portion of this ordinance or of the Code of Ordinances of the City of Oak Park, Michigan.

SECTION 6. Effective Date

This ordinance shall be published as required by the Charter of the City of Oak Park and shall become effective ten (10) days from the date of its passage or upon the expiration of seven (7) days after its publication, whichever is later.

Roll Call Vote:	Yes:	McClellan, Burns, Speech, Seligson
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

CITY ATTORNEY REPORT:**CM-04-162-15****(AGENDA ITEM #14A) SETTLEMENT APPROVAL PER THE
STIPULATION FOR ENTRY OF CONSENT JUDGEMENT FOR
MICHIGAN TAX TRIBUNAL CASE NO 455574 REGARDING A&E
BEN-EZRA PROPERTIES, LLC V CITY OF OAK PARK
- APPROVED**

Motion by Burns, Seconded by Speech, CARRIED UNANIMOUSLY, to approve the settlement per the following Stipulation for Entry of Consent Judgment for Tax Tribunal Case No. 455574 regarding A&E Ben-Ezra Properties, LLC v City of Oak Park and to authorize the City Attorney to sign on behalf of the City:

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
MICHIGAN ADMINISTRATIVE HEARING SYSTEM
MICHIGAN TAX TRIBUNAL

LSREF2 OREO (DIRECT), LLC,
Petitioner,

v

MTT Docket No. 14-003190

City of Oak Park,
Respondent.

STIPULATION FOR ENTRY OF CONSENT JUDGMENT

1. The case is pending before the Entire Tribunal.
2. Property Parcel No: 52-25-19-301-009.
3. The values for the property identified above as established by Respondent:

Tax Year	True Cash Value	State Equalized Value	Assessed Value	Taxable Value
2014	\$5,505,000	\$2,752,500	\$2,752,500	\$2,752,500

4. The value for the property identified above as stipulated by the parties for settlement purposes are:

Tax Year	True Cash Value	State Equalized Value	Assessed Value	Taxable Value
2014	\$3,425,000	\$1,712,500	\$1,712,500	\$1,712,500

5. Petitioner hereby waives all interest due from the taxing authorities.
6. The entire refund check, if issued, shall be made payable to The Gibbs Firm, IOLTA, as trustee for Geenfield Lincoln Investments #2, LLC and shall be mailed to the following:

The Gibb Firm, IOLTA
Counsel for Petitioner
2355 Auburn Ave.
Cincinnati, Ohio 45219

Roll Call Vote:	Yes:	Burns, McClellan, Speech, Seligson
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

CITY MANAGER:

Administration

CM-04-163-15 (AGENDA ITEM #15A) ACCEPT THE DETERMINATION OF THE LOCAL OFFICER'S COMPENSATION COMMISSION TO INCREASE THE ANNUAL SALARIES OF THE MAYOR, MAYOR PRO TEM AND COUNCIL MEMBERS BY 1.5 % - APPROVED

Motion by Burns, Seconded by Seligson, CARRIED, to accept the determination of the Local Officer's Compensation Commission to increase the annual salaries of the Mayor, Mayor Pro Tem and Council Members by 1.5 %.

Roll Call Vote:	Yes:	Burns, Seligson, Speech
	No:	McClellan
	Absent:	Levine

MOTION DECLARED ADOPTED

City Manager Tungate reported that Section 2-314 of the City Code requires the Local Officer's Compensation Commission to meet every odd-numbered year to determine the salaries of all elected officials of the city. The Commission's determination shall be the salaries unless the city council by resolution adopted by two-thirds of the members elected shall reject them. In case of rejection, the existing salary shall prevail. (Section 2-313) At the March 31, 2015 meeting of the LOCC, the Commission voted to increase the annual salaries of the Mayor, Mayor Pro Tem and Council Member by 1.5% and are reflected as follows: Mayor - \$6,100; Mayor Pro Tem - \$5,084; Council Member - \$4,745

Community and Economic Development

CM-04-164-15 (AGENDA ITEM #15B) FINAL SITE PLAN FOR SCANNELL PROPERTIES, 21200 GREENFIELD - APPROVED

Motion by Burns, Seconded by Seligson, CARRIED UNANIMOUSLY, to approve the recommendation of the Planning Commission for approval of the Final Site Plan for Scannell Properties, 21200 Greenfield, subject to the following conditions:

- 1) Plans for the proposed storm water management system will need to be reviewed and approved by the Engineering Division as part of a Land Improvement permit.
- 2) All proposed roof top or ground level mechanical equipment must be screened as required by the Zoning Ordinance.
- 3) No signs are approved as part of the Site Plan Review. A separate permit must be requested for the inclusion of any signs at this site.

Roll Call Vote:	Yes:	McClellan, Burns, Seligson, Speech
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

Community and Economic Development Manager Marrone reported that at the April 13, 2015 meeting, the Planning Commission reviewed a Site Plan for Scannell Properties to develop a 54 acre portion of the former National Guard Armory site and a portion of the former Northland Plaza Shopping Center into a package distribution facility. The Planning Commission voted to recommend to the City Council approval of the Final Site Plan with conditions.

CM-04-165-15 (AGENDA ITEM #15B1) (Item added to the Agenda) ETHNIC ADVISORY COMMISSION (EAC) EXPENDITURES - APPROVED

Motion by Speech, Seconded by Burns, CARRIED UNANIMOUSLY, to approve expenditures not to exceed \$250.00 from the PPAACC Escrow Account to fund costs associated with the use of the High School Auditorium for a World Dance Day event.

Roll Call Vote:	Yes:	McClellan, Burns, Seligson, Speech
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

Ms. Marrone reported that the EAC was able to raise funds at last year's Summerfest in the amount of \$676.00 and these funds are to be used for programming. The major EAC event is World Dance Day and will take place on April 29, 2015. Due to the lack of availability in the Oak Park Community Center this year's event has been moved to the Oak Park High School auditorium. While the school has donated the space for free, the costs for janitor, security and audio visual has been requested. She explained that these costs are expected to not exceed \$250.00.

Public Safety

CM-04-166-15 (AGENDA ITEM #15C) ADOPT TRAFFIC CONTROL ORDER 160 SEC. 1.15 AND IMPLEMENT RECOMMENDATIONS SPELLED OUT BY THE TRAFFIC IMPROVEMENT ASSOCIATION (TIA) FOR THE INTERSECTION AT GARDNER STREET AND LINCOLN STREET - APPROVED

Motion by Seligson, Seconded by Burns, CARRIED UNANIMOUSLY, to adopt Traffic Control Order 160 Sec. 1.15 and implement the following recommendations spelled out by the Traffic Improvement Association (TIA) for the intersection at Gardner Street and Lincoln Street:

1. Refresh the crosswalk markings and use an enhanced marking type (Continental or other)
2. Post no parking signs 20 feet from the crosswalk or sidewalk extensions for each quadrant.

3. Install an advanced school zone sign, east of the crossing, approximately at the existing SCHOOL legend pavement marking location and refresh the SCHOOL marking as well.

Roll Call Vote:	Yes:	McClellan, Burns, Seligson, Speech
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

Finance Department

CM-04-167-15 (AGENDA ITEM #15D) TO RECEIVE THE PROPOSED FISCAL YEAR 2015-2016 DRAFT BUDGET AND TO SCHEDULE BUDGET WORK SESSIONS FOR APRIL 27, 2015 AND APRIL 28, 2015 AT 6:00 PM - APPROVED

Motion by Burns, Seconded by Speech, CARRIED UNANIMOUSLY, to receive the proposed Fiscal Year 2015-2016 Draft Budget and to schedule Budget Work Sessions for April 27, 2015 and April 28, 2015 at 6:00 PM.

Voice Vote:	Yes:	McClellan, Burns, Seligson, Speech
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

CALL TO THE AUDIENCE:

Beverly Miller, 13231 Oak Park Blvd, commented on concerns related to trash pick-up.

Bob Mosur, discussed fees related to Softball in the Recreation Department and requested a lower rate for seniors.

Menachem Hojda, 15451 Dartmouth, spoke on behalf of the Oak Park School District.

CALL TO THE COUNCIL:

Mayor McClellan expressed thanks to all who are responsible for the new welcome signs and reminded everyone to come out to the Town Hall Meeting on Tuesday, April 21, 2015.

Council Member Speech thanked Manager Marrone for all that is being done to develop the old Armory site and reminded everyone about The World Dance Day event to be held on April 29th. She also expressed condolences to Mayor Pro Tem Levine on the loss of his mother.

Council Member Burns encouraged participation in Arbor Day activities at Pepper Elementary on April 24th. She also recognized that the city hosted a successful Lawn Care Seminar and reminded everyone that the city has sold out of the 95 gallon trash containers.

Council Member Seligson also expressed condolences to Mayor Pro Tem Levine and wished everyone a good night.

CLOSED SESSION:

CM-04-168-15 (AGENDA ITEM #18) MOTION TO ADJOURN INTO CLOSED SESSION TO DISCUSS ATTORNEY CLIENT PRIVILEGED COMMUNICATION, PENDING LITIGATION, COLLECTIVE BARGAINING AGREEMENTS AND/OR CONTRACT NEGOTIATIONS - APPROVED

Motion by Burns, Seconded by Seligson, CARRIED UNANIMOUSLY, to adjourn into Closed Session to discuss Attorney Client Privileged Communication, Pending Litigation, Collective Bargaining Agreements and/or Contract Negotiations.

Roll Call Vote:	Yes:	McClellan, Burns, Speech, Seligson
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

The Closed Session began at 8:40 PM. The Regular Meeting reconvened at 9:20 PM.

ADDITIONAL BUSINESS:

CM-04-169-15 CLOSED SESSION MINUTES - APPROVED

Motion by Burns, seconded by Speech, CARRIED UNANIMOUSLY, to approve the minutes of the 04-20-15 Closed Session.

Voice Vote:	Yes:	McClellan, Burns, Speech, Seligson
	No:	None
	Absent:	Levine

MOTION DECLARED ADOPTED

ADJOURNMENT:

There being no further business to come before the City Council, Mayor McClellan adjourned the meeting at 9:25 P.M.

T. Edwin Norris, City Clerk

Marian McClellan, Mayor

Emergency Services Meeting
March 9, 2015 at 7:00 p.m.
14000 Oak Park Blvd, Oak Park City Hall

Present: Nynier Hall Brown, Ken Gaynor, Teresa Roscoe, Rena Tennenberg, John Hines, Director Cooper, Rocco Fortura, Council Member Levine, Officer Benson, Officer Rouleau

Absent:

Excused: none

Board Vacancies: Citizen, Public Information Officer

Guest: Jerry Begel, Val Moskalik, Cheryl Weiss and Steven Gold

Meeting Called to order at 7:03 p.m.

Meeting minutes from February 9, 2015 were reviewed and approved.

Announcement:

Officer Rouleau has changed positions in the department and is no longer on this council. Officer Devin Benson takes her place as the Emergency Services Coordinator on this council.

Old Business:

1. Volunteer Force: Tasks for volunteers include distributing supplies, information, answering phones, staff city buildings, etc. C. Weiss to put information on Oak Park Blog and Facebook.
2. J. Begel mentioned a long term plan to develop an amateur radio group for students.
3. Healthfair may not occur this year. There was discussion about having a display during Summerfest (August 8-9, 2015). Subjects included pet safety, fire prevention and utility safety with assistance from DTE.
4. Volunteer Force: Presentations to block clubs has not been done yet. Plans to conduct these presentations will be done in the near future.
5. Snow Emergency: Concerns about cars parked on the streets were discussed. Some factors include residents not being aware, cars broken down as well as owner's resistance to move their cars off the street.

New Business:

1. Cheryl Weiss and Steven Gold are in attendance as members of the newly created Oak Park Communications Commission. Some communication tools in Oak Park include: EBlast, Robocalls (to home phones) and Comcast TV (trying to get AT&T to create a channel). New website for Oak Park is in development.
2. B. Rouleau suggested the City conduct classes for citizens to use social media and the internet.
3. Public Safety: New PSO will be sworn in March 16th at 10:30 a.m. Two vacancies currently exist in the department. These are open to former military personnel and there is no requirement for academy training.
4. Fire at the Rue Versailles complex started at approximately 2 a.m. due to a cooking accident. The tenant fell asleep while cooking and grease ignited. The smoke detector woke the resident. In a 2nd floor apartment, a father dropped his two children from the window to firefighters below. Hallways were smoke filled, multiple rescues were performed. A 70 year old female was found unconscious in her apartment. While she was successfully resuscitated in the ambulance, she subsequently passed away at the hospital. Huntington Woods and Berkley departments assisted with the fire response. Red Cross and Salvation Army assisted displaced residents.
5. Crime Statistics in Oak Park for 2014: Part 1 (more serious crimes) was down 18.9%. Part 2 (less serious crimes) was up 5.3%.
6. Board Elections: Teresa Roscoe was nominated for Chair, Nynier Hall Brown for Vice-Chair and Ken Gaynor as Secretary. All three were elected by the members present.
7. It was suggested to conduct a presentation for this Council on Incident Command. John Hines will contact Oakland County for a speaker at a future meeting.

Meeting adjourned at 8:14

The next meeting will be conducted on Monday, March 9, 2015 at 7:00 p.m. in the Oak Park Public City Hall. Address is 14000 Oak Park Blvd.

Respectfully submitted by Ken Gaynor



CITY OF OAK PARK

City Council Boards & Commissions

Council Members
 Michael M. Seligson
 Carolyn Burns
 Kiesha Speech
 City Manager
 Erik Tungate

Regular Meeting of the
COMMUNICATIONS COMMISSION
 Wednesday, March 18, 2015

MINUTES

The meeting was called to order at 7:02 pm in Room 1 of the Oak Park Community Center at 14300 Oak Park Blvd., Oak Park, MI 48237.

PRESENT: Julie Edgar, Steven Gold, Cheryl Weiss, City Council Member Kiesha Speech, Communications Director Joscelyn Davis

ABSENT: Nathan Peiss

ALSO PRESENT: Amy Figot

APPROVAL OF AGENDA: Motion was made by Commissioner Weiss, seconded by Commissioner Edgar. Motion carried.

APPROVAL OF MINUTES: Council member Speech discussed proper use of titles in minutes; use Council Member or Councilwoman Speech and Director Davis instead of ex-officio. Motion to approve minutes was made by Commissioner Edgar, seconded by Commissioner Weiss. Motion carried.

SPECIAL RECOGNITION/PRESENTATIONS: Commissioner Weiss and Commissioner Gold shared their notes from the meeting they attended at the Emergency Services Council, and the potential partnership between both Commissions. In case of emergency, such as last summer's flood, how can the Communication Commission support the Emergency Services Council? How can the Communication Commission share information from the Emergency Services Council with the Oak Park community?

Volunteers are needed to help the Emergency Services Council in case of emergency to do a variety of tasks in case of emergency, such as hand out supplies, check on neighbors, help Red Cross, answer phones, and make phone calls. Volunteers do not have to attend Emergency Services Council meetings; they are just volunteers willing to be contacted in case of an emergency, and if they are not available at that time, that is fine.

Emergency Services Council asked if the Communication Commission could hold a workshop for seniors to show them how to use computers, perhaps working with the Oak Park Senior Center and the Oak Park Library. Discussion continued regarding how to best get information to senior citizens and

how to best get the word out, including using other venues. We need to be sure to continue to reach people currently online as well as others. Other cities, such as Southfield and Berkley have a mobile app that can be used to report potholes, share emergency information, pay bills, and provides a great deal of information about the City. Director Davis will find out more about it and talk to City Manager Tungate. With the new city website, the company should be able to help the City of Oak Park design a similar app.

Discussion also included a visual sign to indicate residents need help in case of emergency, such as a red flag or red "helping hand" as was used in the 1970's.

Discussion of robocalling. We need to get people to give the City their phone numbers for robocalls. The only way to include residents with non-published numbers or cell phone numbers is if they contact the City with this information. Also discussed was the robocall system; this one is meant for political uses as people need to say hello before the message plays. Can we use one similar to what school districts use, in which the message plays as soon as the phone is answered?

Commissioner Gold also shared that Emergency Services Council members were invited to attend Communication Commission meetings also.

STAFF LIASON REPORT:

A. Communications Commission Identity – Mission, Vision, Values

Director Davis discussed the need for creating a new identity for our group. We need to create a mission, vision, and values. Council Member Speech drew our attention to what City Council has provided about us in an ordinance. Everything should go from that ordinance. The City Council approves the ordinance, which is usually suggested by administration. This commission has not been active in a while, so we can propose an amendment to the ordinance which describes our Commission. The title of our Commission also has changed to Communications Commission. The ordinance establishes the commission and how it should be run. Once it is approved, it cannot be changed. Director Davis will send information to the Communication Commission to help us think through an ordinance revision which will be done at our next meeting. Council Member Speech reminded us that the Open Meetings Act requires us to keep the door open during meetings and to do all work openly. Director Davis can send information to us and we can respond to her, but we can't discuss anything online; discussion must only happen during our meetings.

B. New City Web Site Survey

Director Davis shared that a survey will be sent to us by the end of the week regarding what we want to see in a new City Web Site. The link will also be on social media to engage residents in sharing their thoughts about the new web site. It will take 4-5 weeks to see a model of the new web site. There will be 3 chances to make major changes; the City will then be charged for additional changes. We have a 5-year contract, but they rebuild the web site during the contract. Commissioners were asked by Director Davis to participate in taking this survey.

OTHER BUSINESS:

Director Davis asked for clarification regarding the agenda for the Communications Commission. Is this the responsibility of the Staff Liaison (Director Davis) or is it the responsibility of the Secretary (Commissioner Weiss)? Council Member Speech shared that in other Commissions, the Staff Liaison prepares the agenda. The Secretary sends the minutes to the Staff Liaison.

CALL TO THE AUDIENCE:

Amy Figot, Oak Park resident, suggested putting a red flag at City Hall for emergencies.

CALL TO THE MEMBERSHIP:

Council Member Speech reminded everyone to please come to the State of the City Address.

Commissioner Edgar shared it's great that we are getting this Commission revved up again, and reflected on how much has happened over the last year. She praised the e-blasts. She also shared that Huntington Woods has "The Village" program partnering people who are homebound with others who check in on them to see if they are okay. Maybe we could create a similar program.

Commissioner Weiss asked about doing a survey on Survey Monkey to identify ways that residents receive and access information about the city, and ways they would like to receive information in the future. This information could then be shared with our Commission and with the City.

Director Davis reminded everyone to please attend the State of the City Address. Also, OPAACC (Oak Park Arts and Cultural Commission) needs people to share art at City Hall. We still need advertisers for the Branch; Commissioners are encouraged to sell advertising.

Commissioner Gold shared that Oak Park Connections, the blog created by Commissioner Weiss, is very impressive.

ADJOURNMENT:

Motion to adjourn was made at 8:04 by Commissioner Edgar, seconded by Commissioner Weiss.
Motion carried.

Next meeting will be Wednesday, April 15, 2015 at 7:00 in the Oak Park Community Center, 14300 Oak Park Blvd, Oak Park, MI 48237.



**CITY OF OAK PARK, MICHIGAN
EMPLOYEES' RETIREMENT SYSTEM AND
PUBLIC SAFETY RETIREMENT SYSTEM BOARD OF TRUSTEES
CONCURRENT MEETING**

**February 23, 2015
4:30 PM**

MINUTES

EMPLOYEES' RETIREMENT SYSTEM:

TRUSTEES PRESENT: Trustee McClellan, Trustee Mlynczyk, Trustee Tungate,
Trustee Eickmeier, Trustee Hylton

TRUSTEES ABSENT: None

ALSO PRESENT: City Clerk Norris, City Attorney Duff,
Assistant to the City Manager McLain

PUBLIC SAFETY RETIRMENT SYSTEM:

TRUSTEES PRESENT: Trustee Batora, Trustee Tungate, Trustee McClellan,
Trustee Tetler, Trustee Levine

TRUSTEES ABSENT: None

ALSO PRESENT: City Clerk Norris, City Attorney Duff
Assistant to the City Manager McLain

(Agenda Item #3) Member Update

**PSRS-02-001-14 (Agenda Item #4) MOTION TO RECEIVE AND APPROVE
THE RESULTS OF THE PUBLIC SAFETY RETIREMENT
BOARD ELECTION HELD JANUARY 20, 2015 WHEREBY
DANIEL BATORA WAS ELECTED AS A TRUSTEE TO
FILL A TERM ENDING AUGUST 31, 2017 – APPROVED**

Motion by Tetler, seconded by Levine, CARRIED UNANIMOUSLY, to receive and approve the results of the Public Safety Retirement Board Election held January 20, 2015 whereby Daniel Batora was elected as Trustee to fill a term ending August 31, 2017.

Voice Vote:	Yes:	Tungate, Levine, Tetler, Batora, McClellan
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

(Agenda Item #3) Election of Officers (ERS)

**ERS-02-001-15 MOTION TO HAVE TRUSTEE TUNGATE SERVE AS
CHAIRPERSON OF THE ERS BOARD OF TRUSTEES
- APPROVED**

Motion by Eickmeier, seconded by Hylton, CARRIED UNANIMOUSLY, to appoint Trustee Tungate as Chairperson for the Employees' Retirement System Board of Trustees.

Voice Vote:	Yes:	Tungate, McClellan, Eickmeier, Mlynczyk, Hylton
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

**ERS-02-002-15 MOTION TO HAVE TRUSTEE MCCLELLAN SERVE AS
VICE-CHAIRPERSON OF THE ERS BOARD OF
TRUSTEES - APPROVED**

Motion by Tungate, seconded by Eickmeier, CARRIED UNANIMOUSLY, to appoint Trustee McClellan as Vice-Chairperson for the Employees' Retirement System Board of Trustees.

Voice Vote:	Yes:	Tungate, McClellan, Eickmeier, Mlynczyk, Hylton
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

(Agenda Item #3) Election of Officers (PSRS)

**PSRS-02-002-15 MOTION TO HAVE TRUSTEE TUNGATE SERVE
AS CHAIRPERSON OF THE PSRS BOARD OF
TRUSTEES – APPROVED**

Motion by Tetler, seconded by McClellan, CARRIED UNANIMOUSLY, to appoint Trustee Tungate as Chairperson for the Public Safety Retirement System Board of Trustees.

Voice Vote:	Yes:	Tungate, Levine, Tetler, Batora, McClellan
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

**PSRS-02-003-15 MOTION TO HAVE TRUSTEE MCCLELLAN SERVE AS
VICE-CHAIRPERSON OF THE PSRS BOARD OF
TRUSTEES – APPROVED**

Motion by Tungate, seconded by Tetler, CARRIED UNANIMOUSLY, to appoint Trustee McClellan as Vice-Chairperson for the Public Safety Retirement System Board of Trustees.

Voice Vote:	Yes:	Tungate, Levine, Tetler, Batora, McClellan
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

(Agenda Item #5) 2015 Meeting Dates

**ERS-02-003-15 RESOLUTION SCHEDULING THE 2015 ERS REGULAR
MEETING DATES – APPROVED**

Motion by Eickmeier, seconded by Hylton, CARRIED UNANIMOUSLY, to approve the following resolution scheduling the 2015 Regular Meeting Dates:

**Resolution of the Employees' Retirement System
Board of Trustees**

Schedule of Regular Meetings

WHEREAS, the Board is required to schedule regular quarterly meetings;

BE IT RESOLVED, that the following 2015 Schedule of Regular Meetings is approved:

January 26, 2015
April 27, 2015
July 27, 2015
October 26, 2015

Meetings will be held in the Executive Conference Room of City Hall, 14000 Oak Park Blvd., Oak Park, MI 48237 at 4:30 PM unless otherwise posted.

Voice Vote:	Yes:	Tungate, McClellan, Eickmeier, Mlynczyk, Hylton
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

PSRS-02-004-15 RESOLUTION SCHEDULING THE 2015 PSRS REGULAR MEETING DATES – APPROVED

Motion by Tetler, seconded by McClellan, CARRIED UNANIMOUSLY, to approve the following resolution scheduling the 2015 Regular Meeting Dates:

**Resolution of the Public Safety Retirement System
Board of Trustees**

Schedule of Regular Meetings

WHEREAS, the Board is required to schedule monthly meetings;

BE IT RESOLVED, that the following 2015 Schedule of Regular Meetings is approved:

January 26, 2015
February 23, 2015
March 23, 2015
April 27, 2015
May 26, 2015
June 22, 2015
July 27, 2015
August 24, 2015
September 28, 2015
October 26, 2015
November 23, 2015
December 28, 2015

Meetings will be held in the Executive Conference Room of City Hall, 14000 Oak Park Blvd., Oak Park, MI 48237 at 4:30 PM unless otherwise posted.

Voice Vote:	Yes:	Tungate, Levine, Tetler, Batora, McClellan
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

(Agenda Item #6A, B) Approval of Minutes

**ERS-02-004-15 MINUTES FROM THE OCTOBER 27, 2014 AND
NOVEMBER 24, 2014 CONCURRENT MEETINGS
– APPROVED**

Motion by McClellan, seconded by Eickmeier, CARRIED UNANIMOUSLY, to approve the Minutes from the October 27, 2014 and November 24, 2014 Concurrent Meetings.

Voice Vote:	Yes:	Tungate, McClellan, Eickmeier, Mlynczyk, Hylton
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

**PSRS-02-005-15 MINUTES FROM THE OCTOBER 27, 2014 AND
NOVEMBER 24, 2014 CONCURRENT MEETINGS
– APPROVED**

Motion by Tetler, seconded by McClellan, CARRIED UNANIMOUSLY, to approve the Minutes from the October 27, 2014 and November 24, 2014 Concurrent Meetings.

Voice Vote:	Yes:	Tungate, Levine, Tetler, Batora, McClellan
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

(Agenda Item #7A) SEI Presentation – Glen Harris from SEI presented a Strategy and Portfolio Update dated January 26, 2015. A complete report is on file in the City Clerk's office.

(Agenda Item #7B) Annual Determination of Interest Rate for Buy Back Calculations
City Clerk Norris explained that it has been the policy of the Retirement Boards at the first meeting of the year to determine the interest rate to use when making buy back calculations. The current rates were determined in July of 2014 using a policy whereby the interest rate was determined using the yield on the fixed income and debt securities portion of the Comerica accounts at year end. Mr. Tungate requested that SEI bring to the next meeting a recommendation regarding the interest rate to use for calculating buy backs.

(Agenda Item #7C) Eligible Domestic Relations Order (EDRO) Kevin R. Van DeWalle
 City Attorney Duff reported that a request for pre-approval of an (EDRO) for Kevin R. VanDeWalle has been received and she will respond that the conditions of the proposed EDRO do not conflict with the benefit policy of the Retirement System. An approval for the executed EDRO will likely be presented at the next meeting for board receipt and approval.

(Agenda Item #6A-J) Financial Reports (ERS)

**ERS-02-005-15 RECEIVE AND APPROVE ERS FINANCIAL REPORTS
 - APPROVED**

Motion by McClellan, seconded by Eickmeier, CARRIED UNANIMOUSLY, to receive and approve the following reports:

- A. Aspen Investment Management Reports
- B. Fiduciary Net Assets Statement – Fund 731
- C. SEI Private Trust Financial Report
- D. Disbursements made by Retirement System

DATE	CHECK#	PAYEE/DESCRIPTION	AMOUNT
11/12/14	Deduction	SEI	\$ 10,707.78
Investment Counseling Fees for 07/1/14 – 09/30/14.			
11/13/14	129446	Comerica	\$ 1,179.62
Investment Counseling Fees for 07/1/14 – 08/05/14.			
Total Quarterly Disbursements:			\$ 11,887.40

- E. Fiduciary Net Assets Statement – Fund 680
- F. Retirees Actuarial Statements - None
- G. Municipal and Military Buy-Back Calculations - None
- H. Correspondence of Retirement Submission

DATE	NAME
10/31/14	Diane Lemanski

- I. Necrology Report

NAME	RETIRED	DEPARTMENT	DATE OF DEATH	SURVIVOR
Betty English	N/A	Surviving Spouse of Billy English - DPW	11/20/2014	N/A

- J. Miscellaneous Information - None

J. Miscellaneous Information - None

Roll Call Vote:	Yes:	Tungate, Levine, Tetler, Batora, McClellan
	No:	None
	Absent:	None

MOTION DECLARED ADOPTED

PUBLIC COMMENTS:

There were no members of the public present wishing to speak.

ADJOURNMENT:

The meeting adjourned at 5:50 PM.

T. Edwin Norris, City Clerk



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: May 4, 2015 **AGENDA #**

SUBJECT: Request to rescind the award and re-advertise for bids for the 2015 Catch Basin Line Replacement and Sewer Lateral Repair Project, M-606.

DEPARTMENT: DPW/Technical & Planning – Engineering *KJY*

SUMMARY: The bid for the 2015 Catch Basin Line Replacement and Sewer Lateral Repair Project, M-606 was awarded at the March 2, 2015 regular City Council meeting to Pavex Corporation for the amount of \$443,495.00. After the notice of award was issued, Pavex Corporation informed us that they could not perform the work at their bid unit prices and sent us a notice of revised prices based on further investigation on their part that they did not perform prior to their bid. We do not feel that this is an acceptable practice and are requesting to rescind the contract award.

This project will replace sections of catch basin leads and repair sewer lateral disconnected from the City's main due to settlement of the City's main throughout the City.

FINANCIAL STATEMENT: There is \$443,495 in the 2014-2015 budget for these expenditures.

RECOMMENDED ACTION: It is recommended that the request to rescind the contract award to Pavex Corporation and re-advertise for bids the 2015 Catch Basin Line Replacement and Sewer Lateral Repair Project, M-606, be approved. Funding is available in the Water & Sewer Fund for this project.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: _____

EXHIBITS: None



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: May 4, 2015

AGENDA #

SUBJECT: Payment request from Orchard, Hiltz, & McCliment for Engineering Consulting Services.

DEPARTMENT: DPW/Technical & Planning – Engineering *KJY*

SUMMARY: Attached are invoices from Orchard, Hiltz & McCliment for the project listed below:

Project	This Period	Prior Billings	To Date	Current Contract	Account Number
CE – Water Reservoir Pumping Station Improvements	\$6,322.25	\$12,377.50	\$18,699.75	\$20,000.00	592-18-540-801
PE – Traffic Signal Design	\$2,752.50	\$35,778.50	\$38,531.00	\$114,060.00	202-18-474-801
Totals	\$9,074.75	\$48,156.00	\$57,230.75	\$134,060.00	

RECOMMENDED ACTION: It is recommended that the invoices from OHM for the above listed projects be approved for the total amount of \$9,074.75. Funding is available in the above listed account.

APPROVALS:

City Manager: 

Department Director: 

Finance Director: _____

EXHIBITS: Invoices



ARCHITECTS. ENGINEERS. PLANNERS.

CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 04/10/2015
Invoice #: 170485
Project: 0037-13-0023

Project Name: Construction Services – Oak Park Reservoir Pump Sta & Fill Control Valve

For Professional Services Rendered through: 3/28/2015

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Services	20,000.00	12,377.50	7,622.50	<u>6,322.25</u>
		Amount Due This Invoice **		6,322.25

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



ARCHITECTS. ENGINEERS. PLANNERS.

CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 04/10/2015
Invoice #: 170485
Project: 0037-13-0023

Professional Services			
Fixed Rates Labor			
<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Associate	1.50	160.0000	240.00
Graduate Engineer II	4.50	108.0000	486.00
Graduate Engineer III	0.75	115.0000	86.25
Professional Engineer/Architect III	3.50	135.0000	472.50
Professional Engineer/Architect IV	32.50	155.0000	5,037.50
		42.75	6,322.25
		Fixed Rates Labor subtotal	6,322.25
		Total Professional Services	6,322.25

Total Project: 0037130023 - Construction Services – Oak Park **6,322.25**



ARCHITECTS. ENGINEERS. PLANNERS.

CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 04/10/2015
Invoice #: 170486
Project: 0037-14-0021

Project Name: Design of Eight Traffic Signals

For Professional Services Rendered through: 3/28/2015

<i>Description</i>	<i>Fee</i>	<i>Prior Billed</i>	<i>Total Available</i>	<i>Current Billing</i>
Professional Services	114,060.00	35,778.50	78,281.50	2,752.50
		Amount Due This Invoice **		2,752.50

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com

ARCHITECTS. ENGINEERS. PLANNERS.



CITY OF OAK PARK
Attn: Kevin Yee, City Engineer
13700 OAK PARK BLVD.
OAK PARK, MI 48237

Invoice Date: 04/10/2015
Invoice #: 170486
Project: 0037-14-0021

Professional Services

Fixed Rates Labor

<i>Classification</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Professional Engineer/Architect II	18.00	125.0000	2,250.00
Professional Engineer/Architect III	0.50	135.0000	67.50
Technician II	5.00	87.0000	435.00
		<hr/>	<hr/>
	Fixed Rates Labor subtotal	23.50	2,752.50
	Total Professional Services		2,752.50

Total Project: 0037140021 - Design of Eight Traffic Signals

2,752.50

REMIT TO:

OHM Advisors
34000 PLYMOUTH RD
LIVONIA, MICHIGAN 48150-1512

T 734.522.6711
F 734.522.6427

OHM-Advisors.com



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: May 4, 2015

AGENDA #

SUBJECT: Payment Application no. 3 for the 2014 Sewer & Catch Basin Cleaning and Televising Project, M-605.

DEPARTMENT: Technical & Planning/DPW – Engineering *KJY*

SUMMARY: Attached is Payment Application no. 3 for the 2014 Sewer & Catch Basin Cleaning and Televising Project, M-605. This project cleaned and televised sewers in the section shown on the attached map. This project is now 85% complete.

FINANCIAL STATEMENT:	Contract Amount:	\$191,850.00
	Total Completed to Date:	\$163,684.75
	Less Retainage:	\$ 9,592.50
	Net Earned:	\$154,092.25
	Deductions:	\$ 0.00
	Balance:	\$154,092.25
	Payments to Date:	<u>\$100,972.25</u>
	Amount Due Doetsch Environmental:	\$ 53,113.00

RECOMMENDED ACTION: It is recommended that Payment Application no. 3 to Doetsch Environmental Services for the 2014 Sewer & Catch Basin Cleaning and Televising Project, M-605, be approved for the total amount of \$53,113.00. Funding is available in the Water and Sewer Fund no. 592-18-550-930.

APPROVALS:
City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: _____

EXHIBITS: Payment Application no. 3, map of area

PAYMENT APPLICATION

PROJECT: 2014 SEWER & CATCH BASIN CLEANING AND TELEVISION INSPECTION PROJECT

JOB NUMBER: M-805

OWNER: CITY OF OAK PARK, MICHIGAN

APPLICATION NO.: 3

CONTRACTOR: DOETSCH ENVIRONMENTAL SERVICES
21221 MULLIN AVE.
WARREN, MICHIGAN 48089

PERIOD ENDING: 3/30/2015

ITEM	DESCRIPTION	ORIGINAL		UNIT PRICE	PERIOD QUANTITY	PERIOD AMOUNT	QUANTITY TO DATE	AMOUNT TO DATE
		BID QUANTITY	LFT					
1	MEDIUM 8" SEWER CLEANING & TV INSPECTION	6,100	LFT	\$1.25	857	\$1,188.25	8,251	\$7,813.75
2	MEDIUM 10" SEWER CLEANING & TV INSPECTION	4,800	LFT	\$1.25	788	\$980.00	4,826	\$5,782.50
3	MEDIUM 12" SEWER CLEANING & TV INSPECTION	30,500	LFT	\$1.25	4,814	\$5,787.50	30,024	\$37,530.00
4	MEDIUM 16" SEWER CLEANING & TV INSPECTION	20,100	LFT	\$1.25	884	\$1,080.00	20,403	\$25,503.75
5	MEDIUM 18" SEWER CLEANING & TV INSPECTION	12,150	LFT	\$1.50	2,777	\$4,165.50	12,203	\$18,304.50
6	MEDIUM 21" SEWER CLEANING & TV INSPECTION	2,800	LFT	\$1.75	831	\$1,454.25	2,887	\$5,052.25
7	MEDIUM 24" SEWER CLEANING & TV INSPECTION	4,500	LFT	\$1.75	1,338	\$2,338.00	4,082	\$7,143.50
8	MEDIUM 27" SEWER CLEANING & TV INSPECTION	2,800	LFT	\$2.00	1,280	\$2,560.00	2,771	\$5,542.00
9	MEDIUM 30" SEWER CLEANING & TV INSPECTION	2,700	LFT	\$3.50	694	\$2,218.00	2,812	\$9,842.00
10	MEDIUM 33" SEWER CLEANING & TV INSPECTION	500	LFT	\$3.50	0	\$0.00	492	\$1,722.00
11	MEDIUM 36" SEWER CLEANING & TV INSPECTION	2,700	LFT	\$4.00	1,515	\$6,060.00	3,594	\$14,138.00
13	SEWER LATERAL PROTRUDING LEAD CUTTING	5	EA	\$100.00	0	\$0.00	0	\$0.00
14	CATCH BASIN STRUCTURE CLEANING	830	EA	\$55.00	273	\$15,015.00	273	\$15,015.00
15	CATCH BASIN LEAD CLEANING & TV INSPECTION	14,200	LFT	\$1.50	6,885	\$10,297.50	6,865	\$10,297.50

Period Total Amount: \$53,113.00

Amount to Date: \$163,884.75

Contract Amount: \$191,850.00

Period Total Amount: \$191,850.00

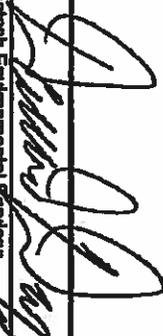
Earnings This Period: \$53,113.00

Amount to Date: \$163,884.75

Total Earnings to Date: \$183,894.75

Less Retainage: \$9,592.50
 Net Earned: \$154,092.25
 Deductions: \$0.00
 Balance: \$154,092.25
 Payments to Date: \$100,879.25

AMOUNT DUE DOETSCH ENVIRONMENTAL SERVICES: \$53,113.00

Accepted By: 
Doetsch Environmental Services

Date: 3/14/2015

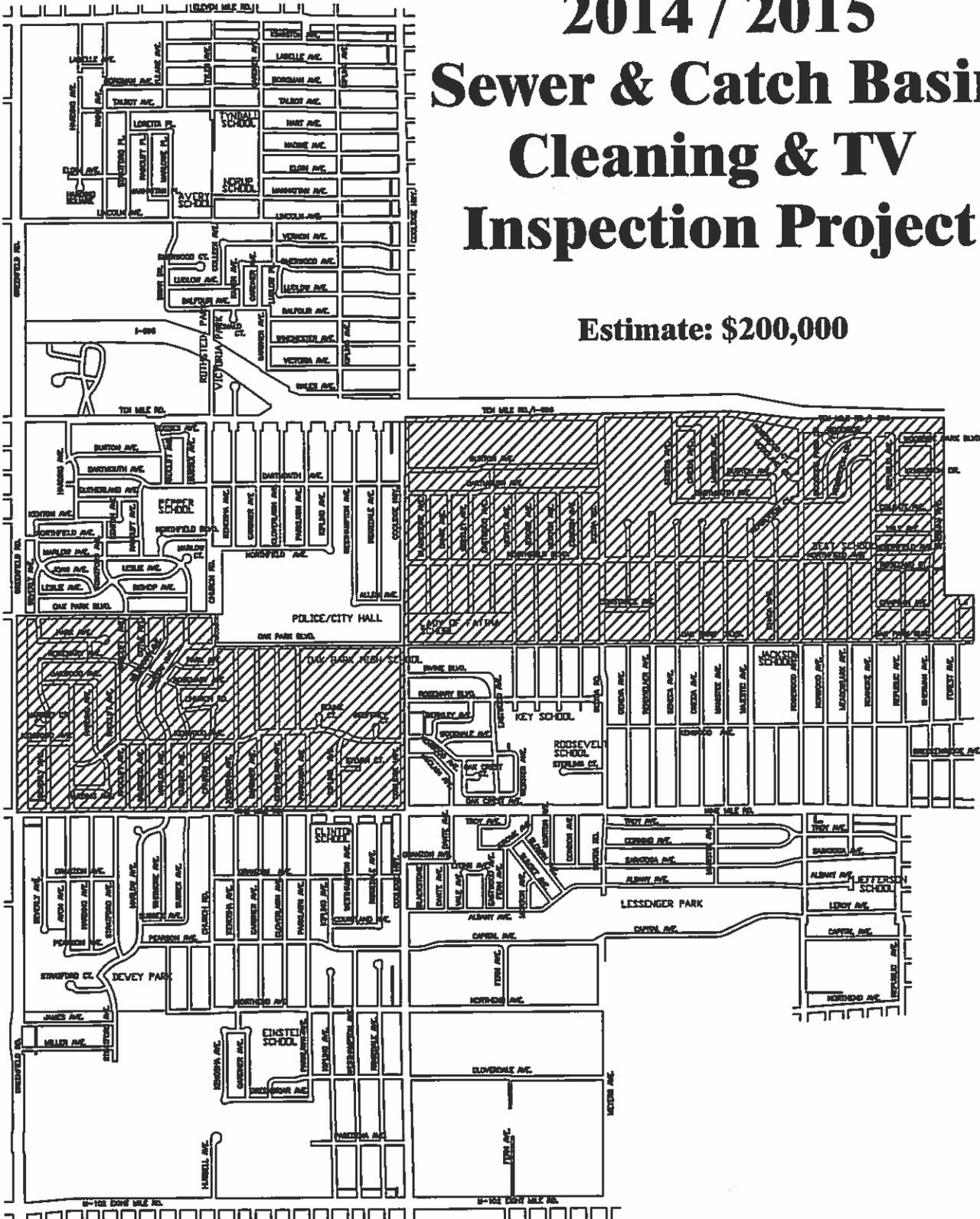
Approved By: 
Robert Barrett, Director Technical & Planning Services
City of Oak Park, Michigan

Date: 4/15/2015

City of Oak Park

2014 / 2015 Sewer & Catch Basin Cleaning & TV Inspection Project

Estimate: \$200,000





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: May 4, 2015 **AGENDA #**

SUBJECT: Invoices from Great Lakes Multimedia Supply, Inc. for the Audio/Visual Equipment for the City Hall/Public Safety Building.

DEPARTMENT: DPW/Technical & Planning – Engineering *KJY*

SUMMARY: Attached are 13 invoices for the Audio/Visual Equipment for the City Hall/Public Safety Building. Many prices have been adjusted due to discontinued equipment, which lowers the overall price for those items slightly, and the project added and subtracted some items (ie, larger monitors were added to the City Council chambers and SMARTboards were deleted). These are the final invoices from Great Lakes for this project.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$161,984.97
	New Contract Amount (with updated equipment):	\$142,849.88
	Total Completed to Date:	\$142,849.88
	Payments to Date:	<u>\$ 91,612.56</u>
	Amount Due Great Lakes Multimedia Supply:	\$ 51,237.32

RECOMMENDED ACTION: It is recommended that the invoices from Great Lakes Multimedia Supply, Inc. be approved for the total amount of \$51,237.32. Funding is available in the Municipal Building Bond Account.

APPROVALS:
City Manager: *Chad T.*

Department Director: *KJY*

Finance Director: _____

EXHIBITS: Invoices



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
10/14/2013	11/13/2013	783978

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
CITY OF OAK PARK MATTHEW BRANDIMARTE 14000 OAK PARK BLVD. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
M-558	Net 30	403533	297	RT	10/16/2013	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
KTH-5000	KING ELECTRONICS CRIMP	1	1	0	89.99	89.99T
KTH-5003	KING CRIMP DIE	1	1	0	39.54	39.54T
2065-11-9	BNC CONNECTOR	12	12	0	2.50	30.00T
BL-1855A	BELDEN 1855A SDI CABLE / FOOT Additional equipment necessary due to incorrect sized conduit.	350	350	0	0.75	262.50T

Subtotal		\$422.03
Sales Tax (0.0%)		\$0.00
Total in USD		\$422.03



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
10/14/2013	11/13/2013	783979

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
CITY OF OAK PARK MATTHEW BRANDIMARTE 14000 OAK PARK BLVD. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
M-558	Net 30	403629	297	RT	10/24/2013	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
ST660	Peerless Industries Universal Tilt Wall Mount, Model ST660 (Black)	3	3	0	79.99	239.97T
ST660-Mount	Labor to mount a ST660	3	3	0	79.99	239.97T

Subtotal		\$479.94
Sales Tax (0.0%)		\$0.00
Total in USD		\$479.94



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
11/11/2013	12/11/2013	782191

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
CITY OF OAK PARK MATTHEW BRANDIMARTE 14000 OAK PARK BLVD. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
Verbal Jeff	Net 30	403263	297	RT	9/23/2013	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
2404-VLZ4	Mackie 2404VLZ4 24-Channel 4-Bus FX Mixer with USB	1	1	0	1,099.48	1,099.48T
SP260	Mackie SP260 2 x 6 Loudspeaker System Processor	1	1	0	499.99	499.99T
Freight Charges	Freight Charges - UPS, FEDEX, USPS, Truck, etc.	1	1		74.25	74.25T

Subtotal		\$1,673.72
Sales Tax (0.0%)		\$0.00
Total in USD		\$1,673.72



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
11/18/2013	12/18/2013	783980

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
CITY OF OAK PARK MATTHEW BRANDIMARTE 14000 OAK PARK BLVD. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
Jeff	Net 30	403897	297	RT	11/18/2013	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
SAL746	Peerless SmartMountLT VESA® 400x400mm Articulating Wall Mount	1	1	0	99.99	99.99T
INSTALL SAL746	Install Peerless 746 Mount	1	1	0	99.99	99.99T
RR-32	Remove/Replace 32" flat screen	1	1	0	99.99	99.99T
RR-60	Remove/Replace 60" flat screen	1	1	0	99.00	99.00T
MI3569	2-Way SVGA VGA Splitter Amplifier Multiplier 400 MHz - Black	1	1	0	27.81	27.81T
MI3592	75ft Super VGA M/F CL2 Rated (For In-Wall Installation) Cable w/ Ferrites (Gold Plated)	1	1	0	29.91	29.91T
MI4640	RS232 Serial Mouse or Monitor Splitter cable - (1)DB9 female to (2) DB9 male	1	1	0	4.99	4.99T
Freight Inbound	Freight Inbound (Inbound costs for landed inventory only)	1	1		45.09	45.09T

Subtotal	\$506.77
Sales Tax (0.0%)	\$0.00
Total in USD	\$506.77



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
1/22/2014	2/21/2014	784417

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
Kevin Yee	Net 30	405818	297	RT	5/31/2014	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
RR-CAMERA	Remove and Relocate Sony BRC Camera Includes up to 16 hours of labor, includes up to 100' of new camera control cable, includes up to 100' of video cable. Access to existing cable, and access to new camera location to be provided by Oak Park.	1	1	0	1,977.18	1,977.18T

Subtotal	\$1,977.18
Sales Tax (0.0%)	\$0.00
Total in USD	\$1,977.18



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
2/9/2014	3/11/2014	783983

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
CITY OF OAK PARK MATTHEW BRANDIMARTE 14000 OAK PARK BLVD. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
M-558	Net 30	404698	297	RT	2/9/2014	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
MX412	Shure MX412DC - 12" Desk-Top Mounted Gooseneck Microphone	10	10	0	577.18	5,771.80T

Subtotal		\$5,771.80
Sales Tax (0.0%)		\$0.00
Total in USD		\$5,771.80



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
3/18/2014	4/17/2014	783620

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
CITY OF OAK PARK MATTHEW BRANDIMARTE 14000 OAK PARK BLVD. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
Verbal Kevin	Net 30	405099	297	RT	3/18/2014	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
RR-48	Remove/Replace 48" flatscreen Remove TV from Con Room	1	1	0	99.99	99.99T

Subtotal	\$99.99
Sales Tax (0.0%)	\$0.00
Total in USD	\$99.99



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
4/4/2014	5/4/2014	783815

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
CITY OF OAK PARK MATTHEW BRANDIMARTE 14000 OAK PARK BLVD. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
	Net 30	405250	297	RT	4/3/2014	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
ST660	Peerless Industries Universal Tilt Wall Mount, Model ST660 (Black)	1	1	0	79.99	79.99T
ST660-Mount	Labor to mount a ST660	1	1	0	79.99	79.99T
KDL-60R520A	Sony 60-Inch 1080p 120Hz LED HDTV Police Conference Room	1	1	0	1,598.00	1,598.00T

Subtotal	\$1,757.98
Sales Tax (0.0%)	\$0.00
Total in USD	\$1,757.98



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
4/22/2014	5/22/2014	783974

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
M-558	Net 30	402779	297	RT	8/20/2013	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
FWDS46H2T...	Sony FWDS46H2TOUCH 46" Touchscreen Display with LED Backlight	1	1	0	3,087.18	3,087.18T
MI6025	6inch VGA to 3 RCA Component Video Cable (HD15 - 3-RCA)	4	4	0	9.99	39.96T
DEF-1X4DA	1x4 Composite Video Distribution Amplifier with BNC Connectors	1	1	0	69.99	69.99T

Subtotal	\$3,197.13
Sales Tax (0.0%)	\$0.00
Total in USD	\$3,197.13



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
4/22/2014	5/22/2014	783976

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
CITY OF OAK PARK MATTHEW BRANDIMARTE 14000 OAK PARK BLVD. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
M-558	Net 30	403350	297	RT	9/30/2013	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
LC-80LE650U	Sharp 80" LC-80LE650U AQUOS Full HD Smart LED TV	1	1	0	3,877.54	3,877.54T
LC70LE650U	Sharp 70" LC-70LE650U AQUOS Full HD Smart LED TV	2	2	0	2,747.18	5,494.36T
HRT-VHD-PCTV	Hall Research VHD-PCTV VGA to Video Scan Converter	1	1	0	187.78	187.78T

Subtotal	\$9,559.68
Sales Tax (0.0%)	\$0.00
Total in USD	\$9,559.68



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
4/22/2014	5/22/2014	785678

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
M-558	Net 30	405428	297	RT	4/22/2014	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
FLOOR BOX	In Floor Box for Podium Placement	3	3	0	120.00	360.00T
APC-SMX20...	APC Smart-UPS X 2000VA Rack/Tower LCD 100-127V	2	2	0	1,318.00	2,636.00T
VP-PP-6'8"-8'	VersiPanel Acoustical Room Divider 6'6" x 8' - Beige	2	2	0	699.99	1,399.98T
CP700	Atlas Sound 700W High Performance, Dual Channel Commercial Amplifier	2	1	0	649.00	649.00T
SN3030-OK	Coventry Multimedia Lectern without speakers - Natural Oak	1	1	0	3,599.00	3,599.00T
Install-Oak Park	Installation, Design, Labor, Materials, Freight, Training	1	1	0	15,753.18	15,753.18T
FAP8CXT	Atlas Sound FAP8CXT Strategy II 2-Way True Compression Driver Coaxial Speaker	4	4	0	287.00	1,148.00T

Subtotal		\$25,545.16
Sales Tax (0.0%)		\$0.00
Total in USD		\$25,545.16



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
5/22/2014	6/21/2014	786139

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
matt	Net 30	405732	297	RT	5/22/2014	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
GEQ-131	1-Channel 31 band graphic equalizer	1	1	0	149.99	149.99T
Freight Charges	Freight Charges - UPS, FEDEX, USPS, Truck, etc. hold to invoice per robb	1	1		41.70	41.70T

Subtotal	\$191.69
Sales Tax (0.0%)	\$0.00
Total in USD	\$191.69



Great Lakes Multimedia Supply, Inc.
 1307-D Allen Drive, Troy, MI 48083
 Main Office Tel: 1.877.437.8273
 www.GLMMS.net
 Federal ID: 20-8073970

Invoice

Date	Due Date	Invoice #
8/27/2014	9/26/2014	785679

Bill To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

Ship To
City of Oak Park Attn: Matthew Brandimarte 14000 Oak Park Blvd. Oak Park, MI 48237

P.O. Number	Terms	S.O. No.	Account #	Rep	Ship	Via	F.O.B.
M-558	Net 30	402943a	297	RT	8/27/2014	UPS	Origin

Item Code	Description	Ordered	Shipped	Backordered	Price Each	Amount
2065-11-9	BNC CONNECTOR	4	4	0	2.50	10.00T
BL-1855A	BELDEN 1855A SDI CABLE / FOOT Additional equipment necessary to send signal to the broadcast rack, once your supplied cable source would not work.	75	75	0	0.59	44.25T

Subtotal		\$54.25
Sales Tax (0.0%)		\$0.00
Total in USD		\$54.25

MERCHANT'S LICENSES – MAY 4, 2015**(Subject to All Departmental Approvals)**

<u>NEW MERCHANT</u>	<u>ADDRESS</u>	<u>FEE</u>
DIAMOND TOWING	13001 CAPITAL	150.00
DEEZERS, LLC	13211 CLOVERDALE	150.00
<u>RENEWALS –</u>		
BORENSTEINS	25242 GREENFIELD	\$225.00
PETEET'S FAMOUS CHEESECAKES	13835 NINE MILE	\$225.00
GO KOSHER	15300 LINCOLN	\$150.00
<u>MECHANICAL AMUSEMENT DEVICES</u>		
LOGAN'S CLOSEOUTS 6 Machines	22106 COOLIDGE HWY	\$900.00



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: May 4, 2015

AGENDA #

SUBJECT: Public Hearing to create a Corridor Improvement Authority

SUMMARY: The city of Oak Park finds that it is in the best interest of the public to redevelop its commercial corridors and to promote economic growth. It is recommended that the city of Oak Park establish a Corridor Improvement Authority (CIA). Under PA 280 of 2005, MCL 125.2871-125.2899, authorizes a city, village or township to create one or more Corridor Improvement Authorities. The Act is a tax increment financing (TIF) tool to promote economic development. The CIA is designed to assist economic development and redevelopment in established commercial districts. It allows communities to combine tax dollars from a variety of sources to leverage economic development dollars within the Corridor Improvement District.

The district must be adjacent to a road classified as an arterial or collector road by the Federal Highway Administration, contain at least 10 contiguous parcels or five contiguous acres with more than ½ of the existing ground floor square footage classified as commercial property under the General Property Tax Act. In addition, residential commercial or industrial use must have been allowed under the zoning ordinance for the immediately preceding 30 years, the area must be presently served by municipal water and sewer and the area must be zoned for mixed use including high density residential.

A resolution of intent to Create a CIA was passed by city council at the March 16, 2015 city council meeting. The notice of intent was published twice in the Daily Tribune, notices were mailed to all property owners within the CIA, and 20 copies were posted in conspicuous places within the proposed district.

RECOMMENDED ACTION: The city council conduct the public hearing for the Resolution of Intent to establish a Corridor Improvement Authority in the City of Oak Park.

APPROVALS:

City Manager: _____

Director: _____

Finance Director: _____

EXHIBITS: Map and legal description of properties

DESCRIPTION OF THE COOLIDGE CORRIDOR (NORTH OF INTERSTATE 696)
CITY OF OAK PARK, OAKLAND COUNTY, MICHIGAN

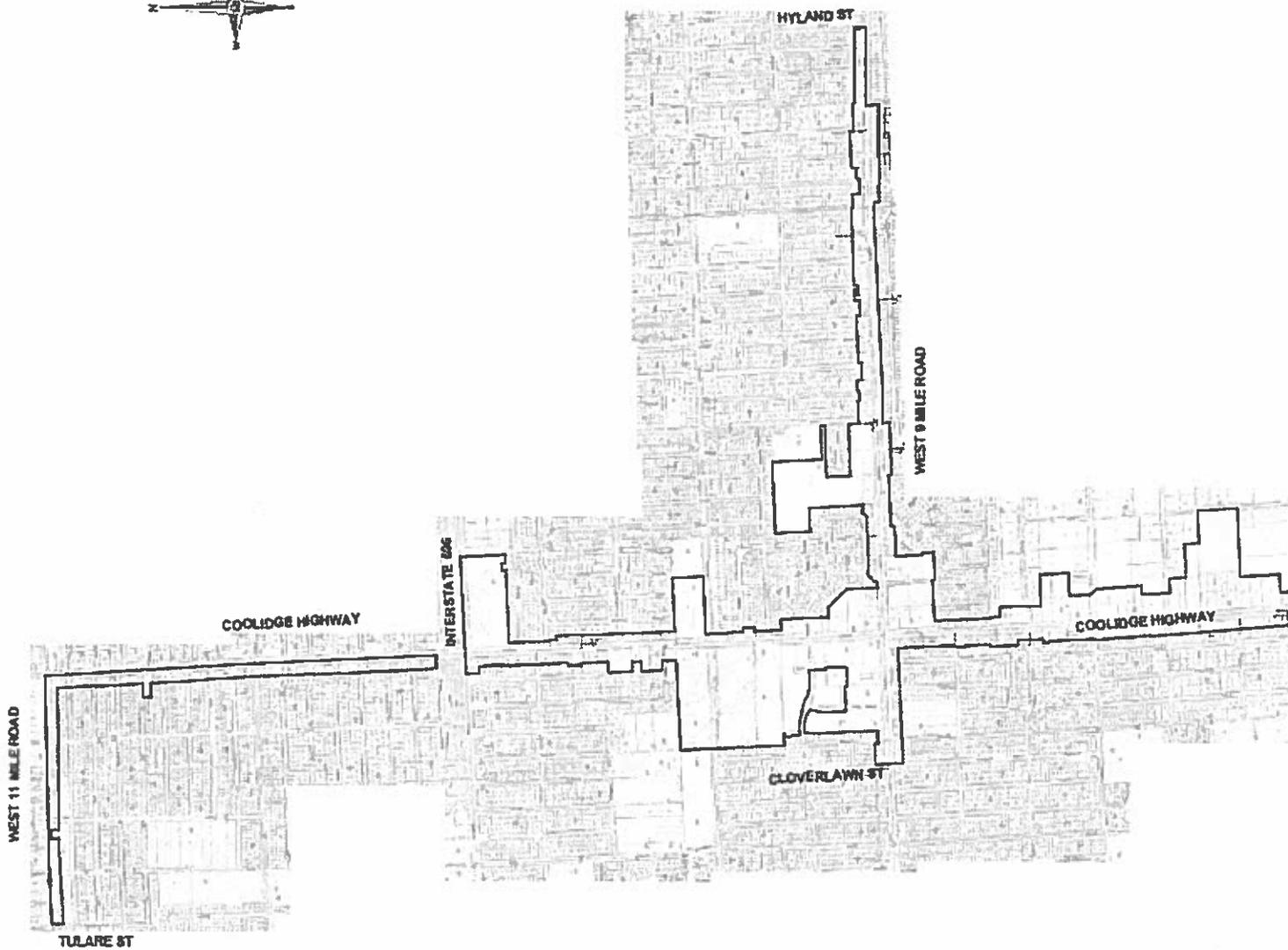
BEGINNING at the North $\frac{1}{4}$ Corner of Section 19, T1N-R11E, City of Oak Park, Michigan; thence approximately 2,483 feet easterly along the North line of Section 19 and centerline of West Eleven Mile Road (width varies) to the Northeast Corner of said Section 19 and intersection of said West Eleven Mile Road and Coolidge Highway (width varies); thence approximately 2,637 feet southerly along the East line of said Section 19 and centerline of said Coolidge Highway to the East $\frac{1}{4}$ Corner of said Section 19 and intersection of said Coolidge Highway and Lincoln Street (width varies); thence continuing southerly along said East line of said Section 19 approximately 2,276 feet to the intersection of said Coolidge Highway and the north right-of-way line of Interstate 696 (MDOT Jurisdiction); thence westerly along said north right-of-way line approximately 160 feet to the southeast corner of Lot 848 and east line of 20 foot wide alley of "Kenwood Park Subdivision No.3" of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 37 of Plats, Page 30, Oakland County Records; thence northerly 55 feet along said east line of alley to a point 10 feet south of the northwest corner of Lot 846 of said "Kenwood Park Subdivision No.3"; thence westerly 10 feet to a point on the centerline of said alley; thence northerly approximately 1,495 feet to the intersection of 20 foot wide alley centerline and the south right-of-way line of Sherwood Avenue (60 feet wide); thence easterly 10 feet along said south right-of-way line to the northwest corner of Lot 784 of said "Kenwood Park Subdivision No.3"; thence northerly approximately 1,275 feet to a point on the south right-of-way line of Elgin Street (80 feet wide) and the northeast corner of Lot 121 of "Courtiness Park Subdivision" of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 37 of Plats, Page 17, Oakland County Records; thence northerly 80 feet to the north right-of-way line of said Elgin Street (80 feet wide) and centerline of vacated 20 foot wide alley; thence northerly along centerline of said alley approximately 691 feet and westerly along said alley approximately 174 feet; thence northerly approximately 10 feet to the southwest corner of Lot 266 of "Northaven Subdivision" of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 35 of Plats, Page 26, Oakland County Records; thence northerly along the west line of said Lot 266 approximately 104 feet to the northwest corner of said Lot 266 and the south right-of-way line of Talbot Street (60 feet wide); thence easterly along said south right-of-way line approximately 170 feet to the centerline of a 20 foot wide vacated alley; thence northerly along centerline of said alley approximately 594 feet to the south right-of-way line of Labelle Street (60 feet wide); thence northerly approximately 60 feet to the north right-of-way line of said Labelle Street and the southwest corner of Lot 28 of said "Northaven Subdivision"; thence northerly approximately 376 feet along the east line of a 20 foot wide alley to a point approximately 6 feet south of the south line of Lot 46 and north line of said 20 foot wide alley of said "Northaven Subdivision"; thence westerly approximately 670 feet to a point on the east right-of-way line of Kipling Street (60 feet wide) and approximately 6 feet

Subdivision" and the north right-of-way line of Dartmouth Avenue (60 feet wide); thence southerly approximately 60 feet to a point 3 feet east of the northeast corner of Lot 77 of said "Huntington Farms Subdivision" and the south right-of-way line of said Dartmouth Avenue (60 feet wide); thence southerly 100 feet and easterly 55 feet to the northeast corner of Lot 78 of said "Huntington Farms Subdivision"; thence southerly approximately 307 feet along the east line of Lots 78-83 to the southeast corner of Lot 83 of said "Huntington Farms Subdivision" and east line of a 20 foot wide alley within "Northfield Boulevard Subdivision" of part of the Southwest 1/4 of the Northwest 1/4 of Section 29, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 35 of Plats, Page 19, Oakland County Records; thence westerly 10 feet to the centerline of said alley; thence southerly along the centerline of said alley approximately 1,163 feet to the north line of "Vincent Park Subdivision" of part of Northeast 1/4 of Southwest 1/4 of Section 29, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 31 of Plats, Page 49, Oakland County Records; thence the following four courses within said "Vincent Park Subdivision": 1) easterly along the north line of said "Vincent Park Subdivision" approximately 676 feet; 2) southerly approximately 394 feet to the north right-of-way line of Oak Park Boulevard (80 feet wide); 3) westerly along said north right-of-way line approximately 730 feet; 4) southerly 80 feet to the south right-of-way line of said Oak Park Boulevard (80 feet wide) and northeast corner of Lot 1 of "Louis Home Builders Subdivision" of part of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 63 of Plats, Page 23, Oakland County Records; thence southerly approximately 199 feet to the southeast corner of said Lot 1 and north line of "Burt Homes Manor Subdivision" being part of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 60 of Plats, Page 43, Oakland County Records; thence easterly approximately 9 feet and southerly 199 feet to the south right-of-way line of Irvine Boulevard (60 feet wide); thence easterly along said south right-of-way line 50 feet to the northeast corner of Lot 86 of said "Burt Homes Manor Subdivision"; thence southerly 139 feet along the east line of said Lot 86 to the northeast corner of Lot 85 of said "Burt Homes Manor Subdivision"; thence westerly 50 feet along the north line of said Lot 85; thence southerly approximately 339 feet to a point on the north line of Outlot C of "McClain Subdivision" of part of the Southwest 1/4 of Section 29, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 69 of Plats, Page 22, Oakland County Records; thence easterly 137 feet to the northeast corner of said Outlot C; thence southerly along the east line of Outlot C and Outlot B approximately 599 feet to a point on the south right-of-way line of McClain Drive (60 feet wide); thence easterly along said south right-of-way line approximately 115 feet; thence southeasterly along said south right-of-way line approximately 334 feet; thence southerly along west right-of-way line of said McClain Drive (60 feet wide) approximately 397 feet to the north right-of-way line of West Nine Mile Road (width varies); thence easterly approximately 80 feet to the southwest corner of Lot 26 of said "McClain Subdivision"; thence easterly along the south line of Lots 26-37 approximately 954 feet to the southeast corner of Lot 37 and east line of said "McClain Subdivision"; thence northerly along said east line approximately 808 feet to the northeast corner of Lot 47 and north line of said "McClain Subdivision"; thence westerly along said north line approximately 293 feet to the northwest corner of Lot 49 and east line of said "McClain

Subdivision"; thence southerly along the east line of said Lot 253 approximately 95 feet; thence easterly approximately 185 feet to the east right-of-way line of Norwood Street (50 feet wide) and a point on the west line of Lot 235 of said "Oak Park Subdivision"; thence northerly along said west line approximately 35 feet and easterly approximately 135 feet to a point on the east line of said Lot 235; thence northerly along said east line approximately 60 feet to the northeast corner of said Lot 235; thence easterly along the north line of Lots 218, 217 and 200 of said "Oak Park Subdivision" approximately 457 feet to the northeast corner of said Lot 200 and the west right-of-way line of Roanoke Avenue (60 feet wide); thence southerly along said west right-of-way line approximately 54 feet and easterly approximately 340 feet to a point on the east line of Lot 199 and on the east line of said "Oak Park Subdivision" and on the west line of "Fern-Ridge Subdivision" of Southeast 1/4 of Southwest 1/4 of Section 28, T1N-R11E, Village of Ferndale and Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 30 of Plats, Page 8, Oakland County Records, said point approximately 24 feet south of the northeast corner of said lot 199; thence southerly along said west line approximately 32 feet to the northwest corner of Lot 1 and south line of 18 foot wide alley; thence easterly approximately 940 along said alley south line and north line of Lots 1-3, 48-53, 98-103 and 149-153 of said "Fern-Ridge Subdivision" to the northeast corner of said Lot 153; thence southerly along east line of said Lot 153 approximately 142 feet to the south line of said "Fern-Ridge Subdivision" and a point on the South line of Section 28 within West Nine Mile Road (80 feet wide); thence westerly along said South line approximately 980 feet and southerly approximately 160 feet to the southeast corner of Lot 1 of "Ferndale-Wyoming Subdivision" of part of the Northwest 1/4 of Section 28, T1N-R11E, Royal Oak Township, now the City of Oak park, Oakland County, Michigan as recorded in Liber 36 of Plats, Page 17, Oakland County Records; thence westerly along the south line of Lots 1-29 of said "Ferndale-Wyoming Subdivision" approximately 587 feet to the southwest corner of said Lot 29 and east right-of-way line of Meadowlark Street (60 feet wide); thence westerly approximately 60 feet to the west right-of-way line of said Meadowlark Street (60 feet wide) and centerline of a 20 foot wide alley; thence westerly along said alley centerline approximately 353 feet and northerly 10 feet to the southeast corner of Lot 47 of said "Ferndale-Wyoming Subdivision"; thence westerly along the south line of Lots 47-50 and 55 approximately 204 feet to the east right-of-way line of Rosewood Street (67 feet wide) and the southwest corner of said Lot 55 of said "Ferndale-Wyoming Subdivision"; thence northerly along said east right-of-way line approximately 60 feet and westerly approximately 67 feet to the northeast corner of Lot 1 of "Ridgewood Estates" a subdivision of part of the North 1/2 of Section 32, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 61 of Plats, Pages 18-18C, Oakland County Records; thence along north line of Lots 1, 4-51 of said "Ridgewood Estates" approximately 2,688 feet to the west right-of-way line of Scotia Road (60 feet wide) and the east line of Lot 436 of said "Ridgewood Estates"; thence southerly along said east line approximately 84 feet to the southeast corner of said Lot 436; thence westerly along the south line of Lots 436, 437, 461-465 and 489-491 approximately 647 feet to the east right-of-way line of Morton Avenue (50 feet wide) and the southwest corner of said Lot 491 of said "Ridgewood Estates"; thence northerly along west line of said Lot 491 approximately 34 feet and westerly along the south line of Lots 492 and 514-518

approximately 181 feet; 2) southerly approximately 200 feet; 3) easterly approximately 421 feet; 4) southerly approximately 182 feet; 5) easterly approximately 403 feet to the centerline of Fern Street (60 feet wide); thence southerly along said centerline approximately 498 feet; thence the following four courses: 1) westerly approximately 858 feet; 2) southerly approximately 485 feet; 3) westerly approximately 226 feet; 4) southerly approximately 233 feet to the north right-of-way line of West Eight Mile Road (M-102) (151 feet wide); thence westerly along said north right-of-way line approximately 401 feet to the southwest corner of Lot 108 and east line of a 20 foot wide alley of "Assessors Eight Mile Superhighway Subdivision No. 1" a resubdivision of lots 1357 to 1375 inclusive, 1452 to 1488 inclusive, 1545 to 1561 inclusive, 1638 to 1653 inclusive, and vacated alleys of "Kenwood Park subdivision No. 4", in the village of Oak Park, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 49 of Plats, Page 14, Oakland County Records; thence northerly along alley east line and west line of Lots 108-103 of said "Assessors Eight Mile Superhighway Subdivision No. 1" approximately 125 feet and westerly approximately 20 feet to a point on the north line of alley and of said "Assessors Eight Mile Superhighway Subdivision No. 1" and south line of Lot 93 of "Schaefer Highway Estates Subdivision" being part of the East 1/2 of the Southeast 1/4 of Section 31, T1N-R11E, Village of Oak Park, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 28 of Plats, Page 51, Oakland County Records; thence northerly approximately 1,725 feet to the north line of said "Schaefer Highway Estates Subdivision" and the southeast corner of Lot 682 and west line of a 20 foot wide alley of "Division Heights Manor Subdivision No. 2" being part of the Northeast 1/4 of the Southeast 1/4 of Section 31, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 42 of Plats, Page 31, Oakland County Records; thence easterly approximately 10 feet to centerline of said alley and west line of Oakland County Condominium Plan No. 1907 "Park Place of Oak Park" as recorded in Liber 38460, Page 773, Oakland County Records; thence northerly along said centerline and west line approximately 641 feet to the south right-of-way line of Northend Avenue (86 feet wide); thence northerly approximately 86 feet to the southwest corner of Lot 1115 and east line of a 20 foot wide alley of "Division Heights Manor Subdivision No. 4" being part of the Southeast 1/4 of the Northeast 1/4 of Section 31, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 43 of Plats, Page 11, Oakland County Records; thence northerly along alley east line and west line of Lots 1115-1102 approximately 287 feet to the northwest corner of Lot 1102 and north line of said "Division Heights Manor Subdivision No. 4"; thence the following three courses: 1) northerly along east line of alley approximately 240 feet; 2) westerly 20 feet to the west line of said alley; 3) northerly approximately 80 feet to the south line of Lot 70 and "Green Manor Subdivision" part of the Northeast 1/4 of Section 31, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 66 of Plats, Page 25, Oakland County Records; thence easterly along said south line approximately 50 feet to the southwest corner of Lot 69 of said "Green Manor Subdivision"; thence northerly approximately 305 feet to the northwest corner of Lot 62 of said "Green Manor Subdivision"; thence westerly approximately 64 feet to the southwest corner of Lot 63 of said "Green Manor Subdivision"; thence northerly along the west line of Lots 63-68 of said "Green Manor Subdivision" approximately 356 feet to the south line Lot 476 and south line of "Pleasant

south line of Lot 6 approximately 832 feet to the southeast corner of Lot 9 and west right-of-way line of Elaine Street (60 feet wide) of said "Derby Oak Park Subdivision"; thence northerly along said west right-of-way line and east line of Lots 9-7 approximately 231 feet and westerly along the north line of said Lot 7 approximately 145 feet to the northwest corner of said Lot 7 and the east line of "Parklane Subdivision" being part of the West 1/2 of the Southeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 63 of Plats, Page 21, Oakland County Records and the west line of "Campbell's Sunset Park Subdivision" of part of Southeast 1/4 of Section 30, T1N-R11E, Village of Oak Park, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 47 of Plats, Page 43, Oakland County Records; thence northerly along said west line and said east line and east line of Lots 113-125 and 127 of said "Parklane Subdivision" approximately 1,359 feet to the northwest corner of "Coolidge Highway Subdivision" of part of the Northeast 1/4 of the Southeast 1/4 of Section 30, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 43 of Plats, Page 12, Oakland County Records; thence easterly along the north line of said "Coolidge Highway Subdivision" approximately 1,126 feet to the northwest corner of Lot 16 of "George Sherman Subdivision" of part of Northeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 68 of Plats, Page 8, Oakland County Records; thence northerly along the west line of said Lot 16 approximately 180 feet to the north right-of-way line of Allan Avenue (60 feet wide); thence westerly along said north right-of-way line approximately 117 feet to the southwest corner of Lot 21 and east right-of-way line of Ridgedale Street (60 feet wide) of said "George Sherman Subdivision"; thence northerly along said east right-of-way line approximately 265 feet to the southwest corner of Lot 23 of said "George Sherman Subdivision"; thence the following three courses: 1) easterly along south line of said Lot 23 approximately 120 feet to the southeast corner of said Lot 23; 2) northerly along east line of Lots 23 and 24 approximately 115 feet to the northeast corner of said Lot 24; 3) westerly along north line of said Lot 24 approximately 120 feet to the northwest corner of said Lot 24 and east right-of-way line of said Ridgedale Street (60 feet wide); thence the following three courses: 1) northerly along east right-of-way line of said Ridgedale Street (60 feet wide) approximately 300 feet; 2) easterly approximately 134 feet; 3) northerly approximately 330 feet to the northeast corner of Lot 185 of "Smokler's Oak Park Sub. No. 2" of part of the Northeast 1/4 of Section 30, T1N-R11E, City of Oak Park, Oakland County, Michigan as recorded in Liber 66 of Plats, Page 20, Oakland County Records; thence the following three courses: 1) westerly along the north line of said Lot 185 approximately 24 feet; 2) northerly approximately 157 feet; 3) easterly approximately 34 feet to the centerline of a vacated 20 foot wide alley of "Pleasant Ridge Manor" a subdivision of part of the Northeast 1/4 of Section 30, T1N-R11E, Royal Oak Township, now the City of Oak Park, Oakland County, Michigan as recorded in Liber 35 of Plats, Page 29, Oakland County Records; thence northerly along said vacated alley centerline and adjoining Lots 98-62 and Lot 102-118 of said "Pleasant Ridge Manor" approximately 800 feet and easterly approximately 10 feet to the east line of a 20 foot wide alley and southwest corner of Lot 60 of said "Pleasant Ridge Manor"; thence northerly along said alley east line and west line of adjacent Lots 60-46 approximately 310 feet and westerly 20 feet to the west line of said alley and centerline of a vacated 20 foot wide alley being 10 feet south of the



CITY OF OAK PARK
MICHIGAN
APPLICATION FOR SPECIAL EVENT LICENSE

Today's Date: 4/26/15

Applicant Information

Applicant/Business Name: Cricket Wireless

Applicant/Business Address: 23035 Coolidge Hwy.

Phone number: 248 268-3283 E-Mail Address: makwireless07@gmail

Relation of applicant to business: manager

Has applicant ever been convicted of a felony? Yes No

Owner Information

Owner or manager of site: Berger Realty Group Phone: 248 268-3283

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: 5/16/15 Has this event been held previously? Yes No

Address or location of event: 23035 Coolidge Hwy

Is this a City owned park? no

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

Nature, purpose, and detailed description of event: Grand opening tent, face painting, free giveaways

Will the event be open to the public? Yes No

If yes, please describe how so: open doors / word of mouth

Estimated number of people attending event? 10-20 Hours of Event: 10am - 8pm

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

Where will the parade participants be walking? Sidewalks Streets

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

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

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

Food Services

Will food or beverages be sold at event? Yes No, if yes please list type(s) of food to be sold:
pizza may be given but not sold

Will the food be prepackaged or prepared on site: _____

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

Mechanical Amusement

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

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

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

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

Technical/Support

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

Will sanitary facilities be required at event? Yes No

Will tent(s) be used at the event? Yes No, if yes, please state size(s) of tent:

small 10 x 10

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

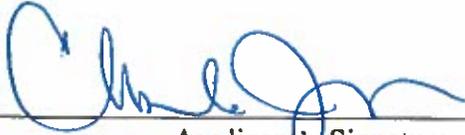
1 banner 20 Sq feet

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

Other possible Special Event requirements include: additional application, inspection and bond fees, temporary sign permit.

The fee for a Special Event application is \$100: The fee is non-refundable. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, and Recreation. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Clerks' office will contact the applicant to inform them of the additional costs involved. At that time the applicant can decide whether or not to proceed with the event. If so, the event will be placed on the City Council agenda for approval.

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



Applicant's Signature

State of Michigan

ss

County of Oakland

Subscribed and sworn to before me, a Notary Public this _____ day of _____ 20____, by
_____.

My Commission expires: _____
Notary Public



CITY OF OAK PARK

OFFICE OF THE CITY CLERK

CITY OF OAK PARK
14000 OAK PARK BLVD
OAK PARK, MI 48237
Phone : (248) 691-7470
WWW.CI.OAK-PARK.MI.US

Received From: SPECIAL EVENT FEE
Date: 04/28/2015
Receipt: 45134
Cashier: mbrooks
Time: 1:54:37 P

NAME: _____
ADDRESS: _____

(Highlight fee to be charged)

Day Care Registration	\$ 25.00
FOIA Request	\$ _____
Garage Sale Permit	\$ 5.00
Handbill - 1 day	\$ 10.00
Handbill - 1 week	\$ 25.00
Handbill - 3 months	\$ 50.00
Handbill - 1 year	\$ 100.00
Handbill - name change (per name)	\$ 10.00
Mechanical Amusement Distributor License	\$ 250.00
Mechanical Amusement Device License	
1 Machine	\$ 250.00
2 machines - \$200 per machine	\$ 400.00
3-4 machines - \$175.00 per machine	\$ _____
5-6 machines - \$150.00 per machine	\$ _____
7-10 machines - \$125.00 per machine	\$ _____
Notary Fee	\$ 5.00
Pawnbroker License	\$ 400.00
Precious Metals License	\$ 75.00
Sidewalk Sale	\$ 10.00
Special Event Fee	\$ 100.00
Tavern License -	
New On-Premises Consumption or transfer of owner	\$ 800.00
Adding additional owners (Per Owner)	\$ 200.00
Background Check (Per applicant)	\$ 75.00
Annual Renewal	\$ 250.00
Vendor License - Food	\$ 50.00
Vendor License - Taxi (Per Driver)	\$ 75.00
Vendor License Lawn Care / Snow Removal	\$ 50.00
Voter List	\$ _____
Other: _____	\$ _____

ITEM REFERENCE	AMOUNT
BUSI Special Business Lic/Permits	\$100
Special Business Lic/Permits	\$100
TOTAL	\$100
CASH	\$100
Total Tendered:	\$100
Change:	\$

PAID
APR 28 2015
City of Oak Park
Treasury Office

CITY OF OAK PARK
Date 04/28/2015 1:54:37 PM
Ref Special Business Lic/Permits
Receipt 45134
Amount \$100.00

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

CRICKET WIRELESS, 23035 Coolidge Hwy – GRAND OPENING EVENT

DATE: 5-16-15

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING Rob Barrett	Inspection for flame retardant certificate and proper egresses for the tent ect. Review of the temporary banner.	1 hour	\$60 for minimum Building Permit \$60 for temporary banner permit
PUBLIC SAFETY Steve Cooper	Periodic patrols as part of daily assignment.	30 mins	NA
RECREATION	N/A		
DPW Kevin J. Yee	None	N/A	N/A

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

Today's Date: 4-20-15

Applicant Information

Applicant name: JONATHAN NACHMAN

Applicant address: 10730 NORTHFIELD Phone number: 248 390 3768

Relation of applicant to business: _____

Has applicant ever been convicted of a felony? NO

Owner Information

Owner or manager of site: _____ Phone: _____

Names and addresses of partners or officers of corporation:

Event Information

Proposed date(s) of event: SAT JUNE 20 RAIN DATE SUN JUNE 21

Address or location of event: BEST PARK

Is this a City owned park? YES

Nature, purpose and detailed description of event: 6TH ANNUAL PICNIC FOR THE NEIGHBORHOOD ASSOCIATION

Will the event be open to the public? If so, please describe: OPEN TO ALL OAK PARK RESIDENTS IN THE AREA OF BEST

If this event is to take place in a City owned park, have you received and do you agree to abide by the City's Parks and Recreation rules and regulations? YES

Estimated number of people attending event: 50-100?

Hours of operation: 10-4PM

Items to be displayed or sold: DISPLAYS OF LOCAL HISTORY - NOTHING FOR SALE

Food Services

Will food or beverages be sold at event? If so, please list type(s) of food to be sold: NOT FOR SALE
FREE FOOD & DRINKS

Will the food be prepackaged or prepared on site: BRING YOUR OWN - WILL BE COOKED ON SITE

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

Mechanical Amusement

Will there be any mechanical rides at event? If so, please provide the name and address of amusement Operators: NO

Will the event have a moonwalk? If so, please provide the name and address of company providing moonwalk: NO

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

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

Technical/Support

Will the event require use of electrical supply source? If so, please describe: NO

Will sanitary facilities be required at event? WE WILL PROVIDE 1 PORTA POTTY

Will tent(s) be used at the event? If so, please state size(s) of tent: SEVERAL CANOPIES 10'x10'

Will the event have banners displayed? If so, please provide the number of signs and dimension(s):
A FEW WELCOME SIGNS 2x2

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

Other possible Special Event requirements include: additional application, inspection and bond fees.

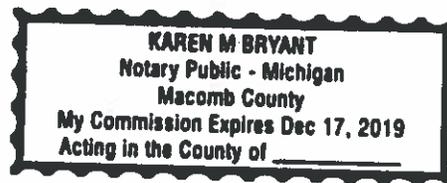
The fee for a Special Event application is \$100: \$25 of this amount is non-refundable. If the City does not approve the application, remaining \$75 will be returned to applicant. Once an application is received, the City Clerk's Office will send copies of the application to the following departments: City Manager, Public Safety, Public Works, Recreation and DPW. Each department will review the application and provide a written estimate of services they will need to provide, along with man-hours and costs (if any). The City Manager's office will contact the applicant to inform them of costs involved. At that time the applicant can decide whether or not to proceed with the event. If so, the event will be placed on the next City Council agenda for approval. If applicant decides not to proceed with the event, they will receive a \$75.00 refund.

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

[Signature]
Applicant's Signature

State of Michigan

County of SS oakland



Subscribed and sworn to before me, a Notary Public this 21st day of April 2015, by

[Signature]

My Commission expires: 12/17/2019 *[Signature]*
Notary Public



CITY OF OAK PARK

OFFICE OF THE CITY CLERK

Mayor
Marian McClellan
Mayor Pro Tem
Paul Levine
Council Members
Michael Seligson
Carolyn Burns
Kiesha Speech

NAME: _____
ADDRESS: _____

DATE: _____

(Highlight fee to be charged)

Day Care Registration	\$ 25.00
FOIA Request	\$ _____
Garage Sale Permit	\$ 5.00
Handbill - 1 day	\$ 10.00
Handbill - 1 week	\$ 25.00
Handbill - 3 months	\$ 50.00
Handbill - 1 year	\$ 100.00
Handbill - name change (per name)	\$ 10.00
Mechanical Amusement Distributor License	\$ 250.00
Mechanical Amusement Device License	
1 Machine	\$ 250.00
2 machines - \$200 per machine	\$ 400.00
3-4 machines - \$175.00 per machine	\$ _____
5-6 machines - \$150.00 per machine	\$ _____
7-10 machines - \$125.00 per machine	\$ _____
Notary Fee	\$ 5.00
Pawnbroker License	\$ 400.00
Precious Metals License	\$ 75.00
Sidewalk Sale	\$ 10.00
Special Event Fee	\$ 100.00
Tavern License -	
New On-Premises Consumption or transfer of owner	\$ 800.00
Adding additional owners (Per Owner)	\$ 200.00
Background Check (Per applicant)	\$ 75.00
Annual Renewal	\$ 250.00
Vendor License - Food	\$ 50.00
Vendor License - Taxi (Per Driver)	\$ 75.00
Vendor License Lawn Care / Snow Removal	\$ 50.00
Voter List	\$ _____
Other: <u>Special Event -</u>	\$ <u>95.00</u>

\$5.00 for Notary Fee

CITY OF OAK PARK
14000 OAK PARK BLVD
OAK PARK, MI 48237
Phone : (248) 691-7470
WWW.CI.OAK-PARK.MI.US

Received From:
Date: 04/21/2015 Time: 1:42:03 PM
Receipt: 44146
Cashier: ndana

ITEM REFERENCE	AMOUNT
BUSI Special Business Lic/Permits	
Special Business Lic/Permits	\$95.00
TOTAL	\$95.00
CASH	\$100.00
Total Tendered:	\$100.00
Change:	\$5.00

CITY OF OAK PARK
Date 04/21/2015 1:42:03 PM
Ref Special Business Lic/Permits
Receipt 44146
Amount \$95.00

CITY OF OAK PARK
4000 OAK PARK BLVD
OAK PARK, MI 48237
Phone : (248) 691-7470
WWW.CI.OAK-PARK.MI.US

Received From:
Date: 04/21/2015 Time: 1:36:38 PM
Receipt: 44145
Cashier: rhaynes

ITEM REFERENCE	AMOUNT
NOTARY Notary Fee	\$5.00
TOTAL	\$5.00
CASH	\$5.00
Total Tendered:	\$5.00
Change:	\$0.00

SPECIAL EVENT LICENSE APPLICATION FEE ESTIMATION

Jonathan Nachman - NEIGHBORHOOD ASSOCIATION PIC NIC (Best park)

DATE:

<u>DEPARTMENT</u>	<u>SERVICES</u>	<u>ESTIMATED HOURS</u>	<u>ESTIMATED COST</u>
TECHNICAL AND PLANNING Rob Barrett	N/A	N/A	N/A
PUBLIC SAFETY Steve Cooper	Perform periodic checks as part of normal patrol functions	45 mins	NA
RECREATION <i>Julie L. Hall</i>	Entered into reservation system	5 mins	N/A
DPW <i>Kevin J. Yee</i>	N/A	None	N/A

**BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN****AGENDA OF:** May 4, 2015**AGENDA #**

SUBJECT: The Department of Recreation and Technical and Planning is requesting authorization to award the bid the 2013 Program Year Yard Services Contract, M-628

DEPARTMENT: Recreation/Technical & Planning – RMB

SUMMARY: At the February 2, 2015 regular meeting of the Oak Park City Council, the request to bid the 2013 Program Year Yard Services Contract, M-628 was approved. The project was advertised. On Tuesday, April 14, 2015, one (1) bid was received and opened. The only bidder, Oakland Livingston Human Service Agency (OLHSA), submitted a bid to provide the requested services and the administration of the 2013 Program Year Yard Services Contract. With OLSHA administering the 2013 Program Year Yard Services Contract, they will be able to offer additional services to our seniors such additional funding for lawn cuts, snow removal, a refrigerator replacement program and the Great Rake yard cleanup program.

FINANCIAL STATEMENT: The 2013 Program Year Yard Services Contract is funded through the Community Development Block Grant, (CDBG). \$23,365 has been allocated for program year 2013.

RECOMMENDED ACTION: It is recommended City Council award the bid for the 2013 Program Year Yard Services Contract, M-628, to Oakland Livingston Human Service Agency of Pontiac, MI. Funding is available in the CDBG fund for this expenditure.

APPROVALS:

City Manager: _____

Department Director: _____

Finance Director: _____

EXHIBITS: none



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: May 4, 2015 **AGENDA #**

SUBJECT: Report on bids for the 2015 Landscape Maintenance Contract, M-632.

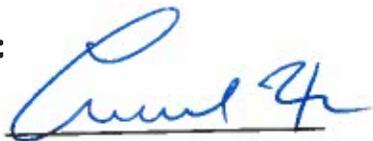
DEPARTMENT: DPW/Technical & Planning – Engineering *KJY*

SUMMARY: At the January 20, 2015 regular meeting of the Oak Park City Council, the request to rebid the 2015 Landscape Maintenance Contract, M-632 was approved (CM-01-024-15). The project was advertised and 27 contractors viewed the contract documents. On April 27, 2015, two (2) bids were received and opened. The low bidder, J.E. Jordan of Detroit, MI, submitted a bid of \$29,400.00. J.E. Jordan has positive references and has performed similar sized projects.

FINANCIAL STATEMENT: Funding is available in the Major Street Fund and the DPW General Fund budget for this expenditure.

RECOMMENDED ACTION: It is recommended City Council award the bid for the 2015 Landscape Maintenance Contract, M-632 to J.E. Jordan of Detroit, MI for the total amount of \$29,400.00. Funding is available as stated above.

APPROVALS:

City Manager: 

Department Director: _____

Finance Director: _____

EXHIBITS: bid tabulation

BID TABULATION

2015 Landscape Maintenance Contract, M-632

Bid Opening Date: April 27, 2015 @ 2:00pm

Page 1 of 1

Item #	Item Description	Quantity	Unit	Amount	Amount	Amount
1	This item is for the mowing and maintenance at the City Complex.	10.00	Acres	\$830.00	\$2,400.00	
2	This item is for the mowing and maintenance at the Nine Mile and Coolidge Hwy. Intersection.	2.30	Acres	\$220.00	\$600.00	
TOTAL BID AMOUNT/WEEK (Item 1) x 28 WEEKS =				\$23,240.00	\$67,200.00	\$0.00
TOTAL BID AMOUNT/WEEK (Item 2) x 28 WEEKS =				\$6,160.00	\$16,800.00	\$0.00
GRAND TOTAL:				29,400.00	84,000.00	0.00

Additional Bidders:

CITY ATTORNEY AGENDA ITEMS
May 4, 2015 – City Council Regular Meeting

1. **REQUEST FOR AUTHORIZATION FOR THE CITY ATTORNEY TO FILE AN APPEARANCE ON BEHALF OF THE CITY IN THE TAX TRIBUNAL MATTER FOR *LINCOLN CENTER v. CITY OF OAK PARK*, MTT DOCKET NO. 15-000584.**

On or about April 22, 2015, Petitioner Lincoln Center filed a Petition with the Michigan Tax Tribunal appealing the 2015 valuations for the referenced property. The property is currently a vacant 87,014 square foot commercial building (former Kmart store) located at 26200 Greenfield, identified as parcel 52-25-19-101-033. The Petitioner is requesting a reduction of \$863,700 in the assessed and taxable value of the Petitioner's property from \$1,363,700 to \$500,000, which amounts to a reduction of approximately \$32,480 in City tax. At this time, I am seeking authorization for the City Attorney to file an Appearance on behalf of the City.

2. **REQUEST FOR APPROVAL OF CONSENT JUDGMENT IN THE TAX TRIBUNAL MATTER OF *C & N BUILDING, LLC v. CITY OF OAK PARK*, MTT DOCKET NO. 14-001527.**

Subject to Council approval, a tentative agreement has been reached for the above referenced MTT appeal. A copy of the proposed Stipulation for Entry of Consent Judgment is attached for your review.

C & N Building LLC is a neighborhood shopping center comprised of 2 parcels identified as 52-25-32-101-004 (Glory Supermarket) and 52-25-32-101-005 (Remainder of Shopping Center). The subject property is located at 9 Mile and Coolidge on approximately 6.56 acres, totaling 106,930 square feet.

The petitioner requested a total reduction in the assessed and taxable values from \$1,908,000 to \$1,160,000 for the 2014 tax year and from \$1,926,500 to \$1,160,000 for the 2015 tax year. This request would result in taxable value reductions of \$748,000 and \$766,500 respectively, which would amount to a reduction in City taxes of approximately \$27,765 for 2014 and \$28,825 for 2015. The proposed stipulation calls for a reduction in the taxable value from \$1,908,000 to \$1,275,000 for 2014 and from \$1,926,500 to \$1,275,000 for 2015. This will reduce the 2014 City taxes approximately \$4,935 and the 2015 taxes approximately \$5,695. The petitioner has agreed to waive any applicable interest.

3. **REQUEST FOR APPROVAL OF CONSENT JUDGMENT IN THE TAX TRIBUNAL MATTER OF *GAPPARK REALTY LLC v. CITY OF OAK PARK, MTT DOCKET NO. 14-001722.***

Subject to Council approval, a tentative agreement has been reached for the above referenced MTT appeal. A copy of the proposed Stipulation for Entry of Consent Judgment is attached for your review.

Gappark Realty LLC is a 77,510 square foot commercial/industrial building located at 12751-12821 Northend, identified as parcel 52-25-32-326-017. The petitioner requested a reduction in the assessed and taxable value from \$459,200 to \$330,000 for the 2014 tax year and from \$460,000 to \$330,000 for the 2015 tax year. This request would result in taxable reductions of \$129,200 and \$130,000 respectively, which would amount to a reduction in City taxes of approximately \$4,795 for 2014 and \$4,890 for 2015. The proposed stipulation calls for a reduction in the taxable value from \$459,200 to \$412,500 for 2014 and from \$460,000 to \$412,500 for 2015. This will reduce the 2014 City taxes approximately \$1,735 and the 2015 taxes approximately \$1,785. The Petitioner has agreed to waive any applicable interest.

1168641

STATE OF MICHIGAN
DEPARTMENT OF LICENSING & REGULATORY AFFAIRS
MICHIGAN ADMINISTRATIVE HEARING SYSTEMS
MICHIGAN TAX TRIBUNAL

C & N Building, LLC,
Petitioner,

v

MTT Docket No. 14-001527

City Oak Park,
Respondent.

**STIPULATION FOR ENTRY OF CONSENT JUDGMENT
AND CONSENT JUDGMENT**

1. The case is pending in the ✓ Entire Tribunal OR Small Claims Division.
2. Property Parcel No: 52-25-32-101-004 & 52-25-32-101-005
(If more than one parcel is at issue, attach a completed Multiple Parcel Stipulation Form addressing all other parcels at issue.)
3. The values for the property identified above as established by Respondent's Board of Review are:

Tax Year	Parcel Number	True Cash Value	Assessed Value	Taxable Value
2014	52-25-32-101-004	\$1,043,800.00	\$521,900.00	\$521,900.00
2014	52-25-32-101-005	\$2,772,200.00	\$1,386,100.00	\$1,386,100.00
2015	52-25-32-101-004	\$1,052,200.00	\$526,100.00	\$526,100.00
2015	52-25-32-101-005	\$2,800,800.00	\$1,400,400.00	\$1,400,400.00

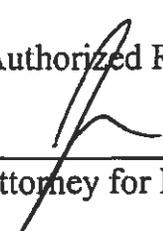
4. The values for the property identified above as stipulated by the parties for settlement purposes are:

Tax	Parcel Number	True Cash	State Equalized	Taxable Value
-----	---------------	-----------	-----------------	---------------

Year		Value	Value	
2014	52-25-32-101-004	\$1,000,000.00	\$500,000.00	\$500,000.00
2014	52-25-32-101-005	\$2,550,000.00	\$1,275,000.00	\$1,275,000.00
2015	52-25-32-101-004	\$1,000,000.00	\$500,000.00	\$500,000.00
2015	52-25-32-101-005	\$2,550,000.00	\$1,275,000.00	\$1,275,000.00

5. If stipulation addresses tax years other than the tax year originally appealed or tax years added through motions to amend that have been granted by the Tribunal, list the separate facts upon which the parties rely to invoke the Tribunal's authority over those tax year or years (attach additional page if necessary): **The Parties agree by stipulation to add the 2015 tax year to this proceeding by the filing of a stipulation prior to the May 31, 2015 deadline for filing a motion to amend.**
6. List separately any special terms or conditions being proposed by the parties that would affect the execution of this Consent Judgment including, but not limited to, the joint payment of the refund, the waiver of interest, etc. (attach additional page if necessary):
- The parties agree to waive all interest and penalties applicable to any refunds issued as a result of entry of a consent judgment under this stipulation.
 - The parties agree that the stipulation regarding the subject property's assessed and taxable values is strictly for settlement purposes only.
 - This stipulation constitutes the entire agreement between the parties, written or otherwise, as to the property's assessment(s) for the tax year(s) at issue or any other tax year(s).
 - Pay refund jointly to "C & N Building LLC, c/o Joshua T Shillair, Esq."
 - Refund check must be sent to: 1-800-LAW-FIRM, PLLC, 26700 Lahser Rd., Suite 400, Southfield, MI 48033.

Signature of Petitioner's Authorized Representative or, *if none*, Petitioner:



Joshua T. Shillair, Esq., Attorney for Petitioner (P72674)

Date:

4-22-15

Signature of Respondent's authorized representative:

Ebony L. Duff, Esq., Attorney for the City of Oak Park City

Date: _____

[Consent Judgment will be prepared by the Tribunal.]

STATE OF MICHIGAN
DEPARTMENT OF LICENSING & REGULATORY AFFAIRS
MICHIGAN ADMINISTRATIVE HEARING SYSTEMS
MICHIGAN TAX TRIBUNAL

Gappark Realty LLC,
Petitioner,

v

MTT Docket No. 14-001722

City of Oak Park,
Respondent.

**STIPULATION FOR ENTRY OF CONSENT JUDGMENT
AND CONSENT JUDGMENT**

1. The case is pending in the ✓ Entire Tribunal OR Small Claims Division.
2. Property Parcel No: 52-25-32-326-017
(If more than one parcel is at issue, attach a completed Multiple Parcel Stipulation Form addressing all other parcels at issue.)
3. The values for the property identified above as established by Respondent's Board of Review are:

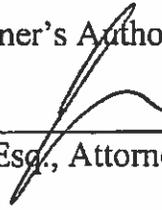
Tax Year	Parcel Number	True Cash Value	Assessed Value	Taxable Value
2014	52-25-32-326-017	\$918,400.00	\$459,200.00	\$459,200.00
2015	52-25-32-326-017	\$920,000.00	\$460,000.00	\$460,000

4. The values for the property identified above as stipulated by the parties for settlement purposes are:

Tax Year	Parcel Number	True Cash Value	State Equalized Value	Taxable Value
2014	52-25-32-326-017	\$825,000.00	\$412,500.00	\$412,500.00
2015	52-25-32-326-017	\$825,000.00	\$412,500.00	\$412,500.00

5. If stipulation addresses tax years other than the tax year originally appealed or tax years added through motions to amend that have been granted by the Tribunal, list the separate facts upon which the parties rely to invoke the Tribunal's authority over those tax year or years (attach additional page if necessary): **The Parties agree by Stipulation to add the 2015 tax year to this proceeding by the filing of a stipulation prior to the May 31, 2015 deadline for filing a motion to amend.**
6. List separately any special terms or conditions being proposed by the parties that would affect the execution of this Consent Judgment including, but not limited to, the joint payment of the refund, the waiver of interest, etc. (attach additional page if necessary):
- The parties agree to waive all interest and penalties applicable to any refunds issued as a result of entry of a consent judgment under this stipulation.
 - The parties agree that the stipulation regarding the subject property's assessed and taxable values is strictly for settlement purposes only.
 - This stipulation constitutes the entire agreement between the parties, written or otherwise, as to the property's assessment(s) for the tax year(s) at issue or any other tax year(s).
 - Pay refund jointly to "Gappark Realty, LLC, c/o Joshua T Shillair, Esq."
 - Refund check must be sent to: 1-800-LAW-FIRM, PLLC, 26700 Lahser Rd., Suite 400, Southfield, MI 48033.

Signature of Petitioner's Authorized Representative or, *if none*, Petitioner:



Joshua T. Shillair, Esq., Attorney for Petitioner (P72674)

Date:

4-27-15

Signature of Respondent's authorized representative:

Ebony L. Duff, Esq., Attorney for the City of Oak Park City

Date: _____

MTT Docket No. 14-001722
Consent Judgment, Page 3 of 3

[Consent Judgment will be prepared by the Tribunal.]



BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: May 4, 2015 **AGENDA #**

SUBJECT: Proposal for professional services for the traffic signal optimization on 9 Mile Road and Coolidge Highway in the Cities of Oak Park, Southfield, and Ferndale.

DEPARTMENT: Technical & Planning – Engineering *KJY*

SUMMARY: The City’s Engineering Division went through the Quality Based Selection Process to select an Engineering firm to perform professional services for the traffic signal optimization on 9 Mile Road and Coolidge Highway in the Cities of Oak Park, Southfield, and Ferndale. Engineers from Oak Park and Southfield participated in the rating. Proposals for qualification were sent to nine engineering firms that are MDOT prequalified to design and time traffic signals. Five submissions were received and rated. The highest rated proposal was submitted from Orchard, Hiltz & McCliment, Inc.

Attached is a proposal from OHM to perform the traffic signal optimization on 35 signals. This project has received Federal funding that pays for the signal construction, construction engineering, engineering of the signal timing, and any ADA ramp improvements needed at the intersections. The Michigan Department of Transportation will reimburse the City of Oak Park for the entire amount of this contract. The grant funding totals \$1,385,500.

RECOMMENDED ACTION: It is recommended that the proposal from Orchard, Hiltz & McCliment, Inc. to perform the traffic signal optimization of 35 traffic signals on 9 Mile Road and Coolidge Highway be approved for a total amount of \$184,662.88 upon final review by the City Attorney’s office. Funding in the Major Street fund for this expenditure and will be reimbursed from MDOT.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: _____

EXHIBITS: Proposal

SUBCONTRACT NO. _____
CONTROL SECTION NO. _____
JOB NO. _____
FED. PROJECT NO. _____
FED. ITEM NO. _____

PRELIMINARY ENGINEERING AGREEMENT
TRAFFIC SIGNAL TIMING OPTIMIZATION

THIS CONTRACT, made and entered into as of this _____ day of _____, 2015, by and between Orchard, Hiltz & McCliment, a Michigan corporation, of Livonia, Michigan, hereinafter referred to as the "CONSULTANT", and the City of Oak Park, Michigan, hereinafter referred to as the "LOCAL AGENCY".

WITNESSETH:

WHEREAS, the LOCAL AGENCY desires to prepare and implement optimized timing plans for traffic signals at 35 locations in Oak Park, Ferndale and Southfield; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to conduct a study and evaluation of the timing of 35 traffic signals, to prepare an optimized time plan for implementations, to review the timing optimization of the traffic signals at the 35 locations after implementation of the plan, and to prepare a report thereof; said work to be hereinafter referred to as the "PROJECT".

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT" for preliminary engineering with the use of Federal Funds administered by the United States Department of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA"; and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the CONSULTANT was selected utilizing a qualifications based selection (QBS) process; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated by reference as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail; and

WHEREAS, the parties hereto have reached an understanding regarding the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

THE CONSULTANT SHALL:

1. Provide the signal optimization services set forth in the statement of work, annexed hereto as Exhibit A and incorporated herein by reference. As more fully set forth herein, including in the Exhibits hereto, the work and work product of the Project are referred to in this Agreement as "Services".
2. Govern all SERVICES by the applicable codes and practices of the LOCAL AGENCY and the DEPARTMENT and the FHWA.

3. Submit for approval by the LOCAL AGENCY and the DEPARTMENT, studies and preliminary diagrams and plans.

4. Make such changes and revisions in the deliverables and supporting materials as the LOCAL AGENCY or DEPARTMENT consider desirable to assure conformance of the plans to good design and standard practices.

5. Permit the LOCAL AGENCY, the DEPARTMENT and other public agencies interested in the plans and designs for the Project to have full access thereto during the progress of the Services being performed.

6. Supply all materials, including incidental blueprints required.

7. Be responsible for any loss or damage to the documents, hereinafter enumerated as belonging to the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.

8. Attend conferences and make such trips to the offices of the LOCAL AGENCY and to the site of the work to confer with representative of the LOCAL AGENCY or the DEPARTMENT or the FHWA as may be necessary in the carrying out of the work under this contract.

9. Have in its employ a sufficient number of qualified employees available to complete the design of the PROJECT and to submit preliminary deliverables for the review of the LOCAL AGENCY and the DEPARTMENT in accordance with the progress schedule set forth in Exhibit C, attached hereto, and further submit final deliverables within 17 months of execution of this Agreement, unless time for completion is extended by the Project Manager upon written request of Consultant.

10. Have their professional endorsement upon all plans, specifications, estimates, and engineering data furnished to the LOCAL AGENCY.

11. Follow standard accounting practices and permit representatives of the LOCAL AGENCY and the DEPARTMENT and the FHWA to audit and inspect its PROJECT books and records at any reasonable time. Such records are to be kept available for three (3) years from the date of the final payment for work conducted under this contract.

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

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

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

d. If any part of the work is subcontracted, the CONSULTANT shall assure compliance with subsections (a), (b), and (c) above for all subcontracted work.

12. Show evidence of Workers' Compensation Insurance, said insurance to be as required by law.

13. Commence SERVICE as set forth in this contract only upon receipt of written notice from the

LOCAL AGENCY'S PROJECT manager that the CONSULTANT'S SERVICES are desired.

14. Submit billings to the LOCAL AGENCY, as hereinafter set forth in Section 17.

THE LOCAL AGENCY SHALL:

15. Furnish for the use of the CONSULTANT, such other information as may be needed in a particular instance.

16. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) amount which shall not exceed one hundred eighty four thousand, six hundred sixty-two dollars and eighty-eight cents (\$184,662.88). The fixed fee (profit) shall be the amount of seventeen thousand, five hundred, sixty-seven dollars and sixty-two cents (\$17,567.62), which amount is included in the total amount of one hundred eighty four thousand, six hundred sixty-two dollars and eighty-eight cents (\$184,662.88) as shown in Exhibit B, attached hereto and made a part hereof.

Actual costs for SERVICES required and preformed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES. This cost will be based on the employees' actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the SERVICES. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs which, because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments, is set forth in Exhibit B.

It is agreed that the use of the provisional rate set forth in Exhibit B sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayments or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate, will be corrected subject to the contract maximum in the first paragraph of Section 20, in the first billing submitted subsequent to the CONSULTANT'S calculation of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of this contract, or at such time as this contract is terminated, will verify the propriety of reported overhead.

Facilities Cost of Capital: A pro-rated portion of the actual facilities cost of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal for this work (Exhibit B).

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.
- e. Fixed Fee (Profit): In addition to the payments for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood

that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 18.

- f. Subconsultant Costs: Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT
- g. Those costs incurred by the CONSULTANT in the utilization of the subcontracted services of Traffic Data Collection shall be excluded from the calculation of the CONSULTANT'S percentage of SERVICES completed, as set forth in Section 21a, but will be reimbursed by the LOCAL AGENCY. Payment by the LOCAL AGENCY will be made directly to the CONSULTANT. The PROJECT cost attributable to data collection is estimated to be \$28,767.45.

The maximum amount, including the fixed fee (profit), hereinbefore set forth in this Section, shall not be exceeded except by the execution of an amendment to this contract by and between the parties hereto and with approval by the DEPARTMENT and the FHWA. Payment shall be made as set forth hereinafter.

17. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the total fixed fee multiplied by the percentage of the work which has been completed to date of billing.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

18. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual cost plus overhead, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 16. The amount included for overhead and profit shall be subject to approval by the DEPARTMENT and the FHWA. The LOCAL AGENCY will receive the work product produced by the CONSULTANT under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed.

- b. In no case, shall the compensation paid to the CONSULTANT for SERVICES, or any part thereof, exceed the amount the CONSULTANT would receive had the SERVICES, or the terminated portion thereof been completed.

IT IS FURTHER AGREED THAT:

19. Approval of this contract by the DEPARTMENT in no way obligates the DEPARTMENT for any costs or other responsibilities, except as fiscal agent for the FHWA with respect to making federal funds available for the SERVICES performed by the CONSULTANT for the LOCAL AGENCY.

20. Upon completion or termination of this contract, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICE shall become the property of the LOCAL AGENCY.

21. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the LOCAL AGENCY and approval by the DEPARTMENT and the FHWA. LOCAL AGENCY hereby consents to Marc G. Match, d/b/a Traffic Data Collection, acting as approved subcontractor of CONSULTANT in the performance of the Services. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this contract.

22. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY'S Project Manager. All questions as to the satisfactory and acceptable fulfillment of the terms of this contract shall be decided by the LOCAL AGENCY.

23. Any change in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.

24. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:

- a. In connection with the performance of this contract, the CONSULTANT (hereinafter in Appendix "A" referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof.
- b. During the performance of this contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix "B" referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof.
- c. The parties hereto further agree that they accept the DEPARTMENT'S Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix "C" attached hereto and made a part hereof, being an excerpt from Title 42 CFR Part 23, more specifically 23.43(a)(1) and (2) thereof.

25. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other

consideration, contingent upon, or resulting from the award, or making of this contract. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.

26. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations.

27. No charges or claims for damages shall be made by the CONSULTANT for delays or hindrances from any cause whatsoever during the progress of any portions of the SERVICES specified in this contract, except as hereinafter provided.

In case of a substantial delay on the part of the LOCAL AGENCY in providing to the CONSULTANT either the necessary information or approval to proceed with the work, resulting, through no fault of the CONSULTANT, in delays of such extent as to require the CONSULTANT to perform its work under changed conditions not contemplated by the parties, the LOCAL AGENCY will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data. Authorization of such supplemental compensation shall be by an amendment to this contract subject to prior approval by the DEPARTMENT and the FHWA.

When delays are caused by circumstances or conditions beyond the control of the CONSULTANT as determined by the LOCAL AGENCY, the CONSULTANT shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the CONSULTANT to proceed to complete the SERVICES, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LOCAL AGENCY of any of its rights herein set forth.

28. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only by amendment to this contract with approval of the DEPARTMENT and the FHWA.

29. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY and the DEPARTMENT, naming the Cities of Oak Park, Ferndale and Southfield, the Michigan State Transportation Commission, and the Michigan Department of Transportation as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any and all claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the CONSULTANT in the performance of this contract. In addition to the requirements of this paragraph, the insurance shall be as required in Exhibit D, Insurance.

30. This contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.

31. The CONSULTANT'S signature on this Contract constitutes the CONSULTANT'S certification of "status" under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification, which is included as a part of this Contract as Attachment "A", is Appendix A of 49 CFR Part 29, and applies to the CONSULTANT (referred to in Appendix A of 49 CFR Part 29 as "the prospective primary participant").

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this contract by inserting the following paragraph in all subcontracts:

"The subcontractor's signature on this Contract constitutes the subcontractor's certification of 'status' under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification, which is included as a part of this Contract as Attachment "B", is Appendix B of 49 CFR Part 29."

This certification is required of all subcontractors, testing laboratories and other lower tier participants with which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

32. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

33. Upon execution of this contract by the parties hereto, the same shall become binding on the parties hereto and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

CITY OF OAK PARK

BY: _____
Kevin J. Yee, P.E., TITLE: Assistant City Manager, City Engineer

ORCHARD, HILTZ & McCLIMENT, INC.

BY: _____
Patrick G. Wingate, PE, TITLE: Director of Transportation

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX B
TITLE VI ASSURANCE**

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

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

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation
49 CFR, Part 23, Section 23.43

- A. Policy: It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. MBE Obligation: The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

SUBCONTRACT NO. _____
CONTROL SECTION NO. _____
JOB NO. _____
FED. PROJECT NO. _____
FED. ITEM NO. _____

CERTIFICATION

I hereby certify that I am Patrick G. Wingate, PE and a duly authorized representative of the firm of Orchard, Hiltz & McCliment, whose address is 34000 Plymouth Road, Livonia, MI 48150 and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Orchard, Hiltz & McCliment) to solicit or secure this contract.

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above Orchard, Hiltz & McCliment) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract:

I acknowledge that this certification is to be furnished to the Michigan Department of Transportation in connection with this contract involving participation of state and/or federal funds, and is subject to applicable state and federal laws, both criminal and civil.

Signature

Date

ATTACHMENT A
(This is a reproduction of Appendix A of 49 CFR Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposed", and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules impending Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal 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; 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;

- C. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

March 9, 1989

ATTACHMENT B
(This is a reproduction of Appendix B of 49 C.F.R. Part 29)
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction", without notification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

(Federal Register Doc. 88-11561 Filed 5-25-88; 8:45 a.m.) March 9, 1989

EXHIBIT A SCOPE OF WORK

Work Plan

Kickoff Meeting

At the project kickoff meeting, the OHM team will discuss the project schedule with City staff, as well as any neighboring agencies that may be in attendance (such as Ferndale or Southfield). By inviting the other agencies to the kickoff meeting, all known traffic and safety issues that may affect the project can be evaluated and incorporated at an early stage. These issues might include school schedules, planned special events and any public comments about the existing signal operations. Any planned construction activities that may impact the schedule and data collection efforts will also be discussed.

OHM will also discuss the use of “zones” for the signal optimization project. Zones are established by splitting the corridor into smaller groups of intersections, each with similar characteristics. It is likely this corridor will require multiple cycle lengths during each peak period, and zones often provide logical transition points between the various cycle lengths.

Data Collection

Following the kickoff meeting, OHM will gather additional information, from all available sources, about known items that may affect the project. Relevant information may include details about:

- ▲ School locations and crossings.
- ▲ Special events.
- ▲ Planned traffic signal upgrades.
- ▲ Committed road improvements or geometric changes.

An *Intersection Inventory* form, which contains detailed information about intersection geometry (including lane usage and widths, turn lane storage lengths, stop bar and crosswalk locations, and approach grades), will be completed digitally for each signalized intersection. This form also includes approach speed limits, turn restrictions, traffic signal hardware, signal phasing, pedestrian facility details and ambient lighting.

TDC, our subconsultant for data collection, will be using MioVision cameras for recording the traffic flows at all locations. The images will then be processed to provide 24-hour approach counts, broken into 15-minute and hourly intervals, for each project location. These counts will be used to determine time-of-day timing plans and conduct signal warrant analyses.

They will also be process for vehicular turning movements and crossing pedestrians at each signalized intersection for the two-hour AM peak period, two-hour midday off-peak period, and two-hour PM peak period. The data collection will be conducted on Tuesdays, Wednesdays and Thursdays while local schools are in session and will not be performed during holiday periods or other periods with atypical traffic patterns.

Evaluation of Existing Conditions

A traffic model of the project corridor will be created, using *Synchro 8* software. The initial linework for the network will be imported into *Synchro* from GIS maps of the area, which ensures the model is accurately built to scale. Available aerial photography will also be used to verify that segment distances and other features have been input correctly.

Detailed information about each intersection and approach, collected on the *Intersection Inventory* forms, will be entered. This information includes lane use and geometry, speed limits, turn prohibitions, parking, bus stops and signal phasing.

At this point, the base model is reviewed internally for accuracy before being split into individual files for the following periods: AM peak, PM peak and midday off-peak. Traffic volumes and existing signal timings are entered at each signalized intersection. Peak hour factors for each intersection approach, calculated using the turning movement counts, are also entered into each model.

Each existing condition model will be simulated with *SimTraffic 8* software. OHM traffic engineers will compare the simulated operations with the observed conditions, and will use computer-generated reports to verify the model accurately reflects existing field conditions. The number of vehicles entering and exiting the model will be compared to the traffic volumes in *Synchro* to check the values are within acceptable tolerances. If necessary,

calibrations will be made to each model, including adjustments to headway factors, turning speeds and driver characteristics, with the comparison process being repeated until the values are within 10% of each other. A validation report will be generated for each traffic model.

The existing models and crash analysis will also serve as an aid to help identify operational deficiencies. These may include intersections currently operating at a poor level of service and turning queues requiring more storage than provided.

Crash Analysis & Signal Warrant Analysis

A crash analysis will be performed at each signalized intersection within the project limits. Three years of crash data, supplied by MDOT, will include all crashes within a 200' radius of each location. OHM will also use the *Traffic Crash Analysis Tool (TCAT)*, a software program available through the Traffic Improvement Association, to verify crash data.

The crash analysis will be used to identify crash patterns that can be reduced or eliminated through changes to signal phasing, lane assignments or geometry. Any roadway deficiencies will be addressed with recommendations for improvements that could improve vehicular, bicyclist and pedestrian safety. The crash analysis will also be used to determine whether signals satisfy left-turn warrants and whether the existing flash schedules are still appropriate.

The traffic signal warrant analysis will be performed at each signalized intersection throughout the study area. Warrants for vehicular volumes, pedestrian volumes and crash experience will all be reviewed.

Signal Optimization

OHM will calculate vehicle and pedestrian clearance intervals at each location. These clearance intervals will be calculated using MDOT's *Clearance Interval* spreadsheet of each intersection. Minimum green times will be determined, in accordance with MDOT standards, and used to evaluate various green splits and cycle lengths at each intersection.

The minimum green time, yellow, all-red and pedestrian intervals will be entered into each *Synchro* model. Then, through an iterative process, OHM will determine the optimal splits and cycle lengths. The primary criteria that will be used to determine the splits and cycle lengths will be to maximize progression along 9 Mile and Coolidge, while still maintaining a minimum level of service on the intersecting streets. Once the splits and cycle lengths have been established, signal offsets, which are used to coordinate signals between adjacent intersections, will be evaluated and selected. The end result of this process is better overall progression, which allows vehicle platoons to move quickly and smoothly, with maximum green time, throughout the entire corridor.

The optimized signal system network will be reviewed using *SimTraffic*. The modeling software will be used to observe vehicle progression along the corridor, as well as vehicle queuing at individual intersections. If problems are found in these areas, the optimized signal timings and/or offsets will be refined until traffic appears to flow as smoothly as possible.

Timing Plan Development

OHM will use the optimized signal timings, as shown in the *Synchro* models, to create updated signal timing plans for each project location. The existing signal timing plans, which contain information about the signal controller hardware and software settings, will also be used to aid in this process.

In addition to the optimized plans, the project team is prepared, upon request, to develop unique timing plans for special events and/or incident management situations to 'flush' priority traffic down designated corridors. OHM is also prepared to make recommendations for intersections that are expected to provide a deficient level of operation even after the optimized timing plans have been implemented. These recommendations may include improvements to the existing signal equipment, lane assignments or roadway geometry that would provide improved traffic operations if implemented.

Field Implementation

Once the optimized signal timing plans have been installed, OHM will perform a field review to evaluate the new timings. The critique will involve a traffic engineer driving through the zones during the AM peak, midday and PM peak hours, in both directions, to determine the smoothness of the traffic flow and length of time needed to traverse each corridor. The traffic engineer will check splits and offsets at each intersection, noting any locations that appear to be operating differently than planned.

All public comments received by the Cities or RCOC and forwarded to the project team will be investigated and responded to as part of the field critique. Based on the field review, OHM will summarize and submit change recommendations along with the revised *Synchro* files.

Deliverables

Upon project completion, OHM will provide an overview project report. This report will summarize the signal optimization process and the benefits derived from this project. The report will detail items for further consideration, such as recommended improvements which can be implemented at a later date.

Appendices to the report will include all field data collected on the *Intersection Inventory* forms, traffic data, flash schedule analysis, clearance interval analysis, crash analysis and recommendations.

EXHIBIT B

SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER

Michigan Department of Transportation
5101A-1 (04/13)

All Prime and Subconsultant Costs for ALL JOB NUMBERS (including phases). For amendment or revision, complete this form showing all job numbers for all services provided. Report Tier 2 Subconsultant costs with Tier 1 Subconsultants. For use with all Priced Proposals. Use additional pages as necessary.

CONTRACT / AUTHORIZATION NUMBER:

MDOT CONTROL SECTION(S) - JOB NUMBER(S):

CS - JN

PRIME CONSULTANT NAME:

DBE Goal:

PROJECT DESCRIPTION:
Signal Optimization of 35 Locations Along Two Road Corridors

Orchard, Hiltz, & McCliment, Inc.

N/A

Consultant	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
Orchard, Hiltz, & McCliment, Inc. Traffic Data Collection	1,895	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,895	
	1,520	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	1,520	
	375	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	375	
Orchard, Hiltz, & McCliment, Inc. Traffic Data Collection	\$ 65,222.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 65,222.20	
	\$ 51,297.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,297.20	
	\$ 13,925.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,925.00	
Orchard, Hiltz, & McCliment, Inc. Traffic Data Collection	\$ 94,483.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 94,483.44	
	\$ 88,913.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 88,913.44	
	\$ 5,570.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,570.00	
F.C.C.M. Orchard, Hiltz, & McCliment, Inc.	\$ 261.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 261.62	
	\$ 261.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 261.62	
Orchard, Hiltz, & McCliment, Inc. Traffic Data Collection	\$ 7,128.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,128.00	
	\$ 7,128.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,128.00	
Orchard, Hiltz, & McCliment, Inc. Traffic Data Collection	\$ 17,567.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,567.62	
	\$ 15,423.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,423.17	
Orchard, Hiltz, & McCliment, Inc. Traffic Data Collection	\$ 2,144.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,144.45	
	\$ 2,144.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,144.45	

TOTAL COSTS SUMMARY

Consultant	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
Orchard, Hiltz, & McCliment, Inc. Traffic Data Collection	\$ 155,895.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N	\$ 155,895.43	84.4%
	\$ 28,767.45	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N	\$ 28,767.45	15.6%
TOTAL COSTS	\$ 184,662.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 184,662.88	100%

NOTE: Tier 2 Sub costs are included in the total costs for Prime and Tier 1 Sub's

DERIVATION OF PRIME CONSULTANT COSTS

Summary of all Prime Costs for ALL JOB NUMBERS (Including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN	CONTRACT / AUTHORIZATION #:	FIRM ROLE: Prime Firm
PRIME CONSULTANT NAME: Orchard, Hiltz, & McCliment, Inc.	PROJECT DESCRIPTION: Signal Optimization of 35 Locations Along Two Road Corridors	

PRIME DIRECT LABOR:

CLASSIFICATION	CODE	HOURS	x	RATE/HR	=	LABOR COST
Associate	13	30	x	\$ 48.59	=	\$ 1,457.70
Prof Eng/Arch III	27	340	x	\$ 40.26	=	\$ 13,688.40
Prof Eng/Arch II	28	560	x	\$ 34.81	=	\$ 19,493.60
Prof Eng/Arch I	29	450	x	\$ 29.83	=	\$ 13,423.50
Grad Eng/Arch I	39	140	x	\$ 23.10	=	\$ 3,234.00
		Total Hours:		1520		Total Labor \$ 51,297.20

PRIME OVERHEAD: (Total Labor x Overhead Rate)

Overhead Rate:	173.33%	Total Overhead \$	88,913.44
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PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)

F.C.C.M. Rate:	0.51%	Total F.C.C.M. \$	261.62
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PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)

Fixed Fee Rate:	11%	Total Fixed Fee \$	15,423.17
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PRIME TOTAL COSTS SUMMARY \$		155,895.43
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DERIVATION OF SUBCONSULTANT COSTS

Summary of all Sub Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN	CONTRACT / AUTHORIZATION #:	FIRM ROLE: Sub Tier 1
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SUBCONSULTANT NAME: Traffic Data Collection	PROJECT DESCRIPTION: Signal Optimization of 35 Locations Along Two Road Corridors
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DIRECT LABOR:						
<i>CLASSIFICATION</i>	<i>CODE</i>	<i>HOURS</i>	<i>x</i>	<i>RATE/HR</i>	<i>=</i>	<i>LABOR COST</i>
Project Manager		175	x	\$ 46.00	=	\$ 8,050.00
Field Supervisor		150	x	\$ 32.50	=	\$ 4,875.00
Engineering Technician II		50	x	\$ 20.00	=	\$ 1,000.00
		Total Hours:		375		Total Labor \$ 13,925.00

SUB OVERHEAD: (Total Labor x Overhead Rate)	
Overhead Rate: <u>40.00%</u>	Total Overhead \$ 5,570.00

SUB OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)						
<i>Items</i>	<i>Quantity</i>	<i>@</i>	<i>Unit Price</i>	<i>Unit</i>	<i>=</i>	<i>Item Price</i>
MioVision	216.00	@	\$ 33.00	Units	=	\$ 7,128.00
						Total Other Direct Expenses \$ 7,128.00

SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)	
Fixed Fee Rate: <u>11%</u>	Total Fixed Fee \$ 2,144.45

SUB TOTAL COSTS SUMMARY \$ 28,767.45

**EXHIBIT C
SCHEDULE**

Assumed Notice to Proceed	February 16, 2015
Kickoff Meeting (on or before)	February 20, 2015
Data Collection Completed	March 27, 2015
Existing Condition Models Completed	May 29, 2015
Optimized Models Completed, Submitted for Client Review	July 26, 2015
Client Review Completed, Requests for Changes Provided	August 14, 2015
Revisions to Optimized Models Completed	August 28, 2015
Red-line Timing Permits Completed, Submitted for Client Review	September 25, 2015
Client Review Completed, Requests for Changes Provided	October 30, 2015
Revisions to Timing Permits Completed, Sent to Client for Installation	November 20, 2015
Timing Permits Installed, Begin Field Reviews and Modifications	February 26, 2016
Field Modifications Completed, Revise Models to Reflect As-Installed Conditions, Prepare Draft Report and Submit for Client Review	April 29, 2016
Project Completed	June 17, 2016

EXHIBIT D

CONSULTANT shall maintain in effect at all times during performance of the services described in this Agreement at least the coverages and limits of insurance with insurers that are authorized to do business in the State of Michigan and are satisfactory to the LOCAL AGENCY set forth in this Paragraph 10. Certificates of all such insurance and evidence of policy endorsement for additional insured and waiver of subrogation requirements, executed by the insurer in form satisfactory to the LOCAL AGENCY shall be furnished to the LOCAL AGENCY immediately upon execution of this Agreement and prior to CONSULTANT commencing work. Certificates of insurance shall, without any qualification thereto, contain the following statement relative to cancellation:

"Should any of the described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the named certificate holder".

a. Worker's Compensation and Employer's Liability for statutory limits required by law.

(1) The policy shall be endorsed to provide that the insurer waives any right of subrogation it may acquire against the Cities of Oak Park, Ferndale, and Southfield, the Michigan Transportation Commission, and the Michigan Department of Transportation, their directors, officers, agents and employers by reason of any payment made on account of injury, including death resulting there from, sustained by any employee of the insured.

b. Liability Insurance required as set forth below:

(1) Bodily injury coverage in limits not less than \$1,000,000 for one person and \$1,000,000 for one occurrence. Property damage coverage in a limit not less than \$2,000,000.

or

(2) Bodily injury and property damage coverage in a combined single limit of not less than \$2,000,000.

The following liability policies shall be endorsed to provide that the Cities of Oak Park, Ferndale, Southfield, the Michigan State Transportation Commission, and the Michigan Department of Transportation as additional insured there under but only in respect to the services to be performed by CONSULTANT for the LOCAL AGENCY, and such policies shall include each of the following types of insurance indicated;

<u>General Liability</u>	<u>Required</u>	<u>Not Required</u>
1) Comprehensive Form	X	
2) Explosion Hazard	X	
3) Collapse Hazard	X	
4) Underground Hazard	X	
5) Completed Operations Hazard	X	
6) Contractual Insurance	X	
7) Broad Form Property Damage	X	
8) Independent Contractors	X	
9) Watercraft Insurance		X

<u>Automobile Liability</u>	<u>Required</u>	<u>Not Required</u>
1) Comprehensive Form	X	
2) Owned	X	
3) Hired	X	
4) Non-Owned	X	

c. Professional Liability insurance in a limit not less than \$1,000,000. CONSULTANT will also make an effort to cause professional associates and consultants retained by CONSULTANT for the project services to procure and maintain comparable professional liability insurance coverage.

CERTIFICATION OF INDIRECT (OVERHEAD) RATE

This Certification is required according to U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011. This policy requires consultants to certify that costs used to establish indirect (overhead) cost rates applicable to Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable, and that the indirect (overhead) rate was established based only on allowable costs.

This certification is to provide assurance that the indirect (overhead) cost rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.

This form shall be completed and submitted by the prime consultant, for the prime contract as well as for each subcontract (first and second tier subconsultant(s)) proposed to be included as part of this priced proposal, where an indirect (overhead) rate is proposed. Please note that the Certifying Official is defined as the firm's Executive (Vice President, President or equivalent) or Chief Financial Officer.

PROJECT INFORMATION

MDOT CONTROL SECTION(S) – JOB NUMBERS(S):	CONTRACT / AUTHORIZATION NUMBER:
LOCAL AGENCY:	
PROJECT DESCRIPTION:	

DECLARATION OF CERTIFICATION

INDIRECT (OVERHEAD) COST RATE:	173.33%
DATE OF INDIRECT (OVERHEAD) COST RATE DETERMINATION (mm/dd/yyyy):	06/19/2014
FISCAL PERIOD COVERED (mm/dd/yyyy to mm/dd/yyyy):	12/30/2012 to 12/28/2013

I, the undersigned, certify that I have reviewed the indirect (overhead) rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:

- 1) All costs included to establish the above rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of Title 48, Code of Federal Regulation (CFR), part 31.
- 2) This indirect (overhead) cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.

All known material transactions or events that have occurred affecting the firm's ownership, organization, and indirect (overhead) cost rates have been disclosed.

CONSULTANT INFORMATION

ROLE <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Tier 1 Sub <input type="checkbox"/> Tier 2 Sub	FEDERAL ID NUMBER (Must match prequalification file): 38-1691323		
LEGAL BUSINESS NAME: Orchard, Hiltz & McCliment, Inc.	CITY: Livonia	STATE: MI	ZIP CODE: 48150
COMPANY ADDRESS: 34000 Plymouth Road	PHONE NO.: (734) 522-6711	EMAIL ADDRESS: pat.wingate@ohm-advisors.com	

CERTIFYING OFFICIAL

NAME OF CERTIFYING OFFICIAL (Print Name and Title): Patrick G. Wingate, PE; Director of Transportation	SIGNATURE OF CERTIFYING OFFICIAL:
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BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF: May 4, 2015

AGENDA #

SUBJECT: Proposed Change Order No. 1 for the 2015 Miscellaneous Concrete Project, M-603.

DEPARTMENT: Technical & Planning/DPW – Engineering *KJY*

SUMMARY: Attached is Proposed Change Order No. 1 for the 2015 Miscellaneous Concrete Project, M-603. This project will replace sections of concrete throughout the City, including roads, sidewalks, and drive approaches. The Proposed Change Order is to replace a section of Tyler Street between Lincoln and Manhattan. This section was added based on the bid prices being lower than anticipated and is within the budgeted amount.

<u>FINANCIAL STATEMENT:</u>	Original Contract Amount:	\$266,727.60
	Proposed Change Order No. 1:	<u>\$ 61,090.00</u>
	New Contract Amount:	\$327,817.60

RECOMMENDED ACTION: It is recommended that Change Order No. 1 for the 2015 Miscellaneous Concrete Project, M-603 be approved to Mattioli Cement Company, LLC for the total amount of \$61,090.00. Funding is available in the Water & Sewer Fund and Local Street Fund for this expenditure.

APPROVALS:

City Manager: *[Signature]*

Department Director: *[Signature]*

Finance Director: _____

EXHIBITS: Proposed Change Order No. 1

CHANGE ORDER

PROJECT: 2015 Miscellaneous Concrete Project **JOB NUMBER:** M-603
OWNER: City of Oak Park, Michigan **CHANGE ORDER NO.:** 1
CONTRACTOR: Mattioli Cement Company, LLC **PAGE:** 1
 6085 McGuire
 Fenton, MI 48430

TO THE CONTRACTOR:
 You are hereby directed to comply with the changes/extras to the contract documents.
 This change order reflects work completed or anticipated. Documentation supporting these changes is on file with the City Engineer.

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

Item No.	Description	Original Bid Quantity	Unit	Unit Price	Increased Quantity	Quantity to Date	Increased Amount
1	Remove Concrete Pavement, Modified SP	4,300	SYD	\$9.00	1,025.00	5,325.00	\$9,225.00
5	Concrete Pymt W/Int Curb & Gutter, 9" Conc.	3,900	SYD	\$44.60	1,025.00	4,925.00	\$45,715.00
9	Aggregate Base under 4", 6" & 9" Conc (3" 21AA Limestone)	3,900	SYD	\$6.00	1,025.00	4,925.00	\$6,150.00
Totals:							\$61,090.00

SUMMARY
 Total Increase \$61,090.00
 Total for Change Order No. 1: \$61,090.00 Robert Barrett - Director of Technical & Planning Services Date

THE CONTRACT SHALL BE DECREASED BY THE SUM OF:
 Original Contract Amount: \$266,727.60
 Change Order No. 1: \$61,090.00
 New Contract amount: \$327,817.60 Mattioli Cement Company LLC Date

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

RESOLUTION ORDERING SIDEWALK CONSTRUCTION

At a Regular Meeting of the City Council of the City of Oak Park, Oakland County, Michigan, held at Oak Park City Hall located at 14000 Oak Park Boulevard on Monday, May 4, 2015 at 7:00 p.m.

Present:

Absent:

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

WHEREAS, the City of Oak Park, Michigan Code of Ordinances at Section 66-114 et seq, as amended, (the "Code") authorizes the Oak Park City Council, by resolution, to require the owners of lots and premises to build sidewalks in the public streets adjacent to and abutting upon such lots and premises; and

WHEREAS, the City has caused to be prepared a Commercial Sidewalk Gap Map which identifies lots and premises in the City of Oak Park that do not have sidewalks (or have sidewalks that are in need of maintenance and/or repair), which is attached as **Exhibit A** ; and

WHEREAS, the City wishes to resolve its intention to require the owners of the lots and premises identified in the Commercial Sidewalk Gap Map to build sidewalks in the public streets adjacent to and abutting upon the lots or premises.

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

1. The City finds that it is necessary and in the best interest of the public pursuant to Code Section 66-114 to require the owners of the lots or premises identified in Exhibit A - Commercial Sidewalk Gap Map, to build sidewalks in the public streets adjacent to and abutting upon such lots and premises.

2. The City Clerk shall give notice, in accordance with Section 1-24 of the Code, to the owners of the lots or premises identified in Exhibit A, requiring them to construct or rebuild the sidewalk within 20 days from the date of such notice.

3. In accordance with the Code at Section, 66-115, if the owner of any lot or premises shall fail to build any particular sidewalk when notified to do so as described in the notice, and within the time and in the manner required thereby, the Director of Public Works is hereby authorized and required, immediately after the expiration of the time limited for the construction or rebuilding by the owner, to cause such sidewalk to be constructed. The expense thereof shall be charged to such premises and the owner thereof, and collected as provided in Section 12.14 of the City Charter.

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

ROLL CALL VOTE: YES:
 NO:
 ABSENT:

RESOLUTION DECLARED ADOPTED

Edwin T. Norris
City Clerk

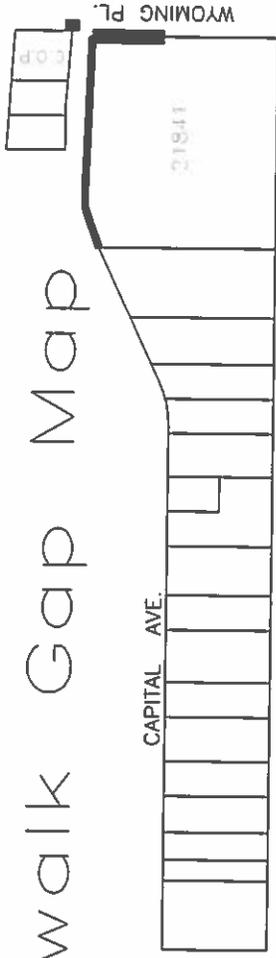
Dated:

ADDRESS	STREET	OWNER	PARCEL	COST
21770	WYOMING	T & W Tool & Die Corp	25-33-152-060	\$1,230.00
VACANT	CAPITAL	Capital Buildings, LLC	25-33-151-033	\$1,062.00
VACANT	CAPITAL	Alek Lyaker	25-33-151-034	\$873.00
8575	CAPITAL	Joseph & Janet Devita	25-33-152-011	\$2,866.00
8625	CAPITAL	Cooney Engineering	25-33-152-010	\$2,580.00
VACANT	CAPITAL	Cresecent Casting Co.	25-33-152-009	\$360.00
8665	CAPITAL	OGU Holdings Limited	25-33-152-008	\$216.00
VACANT	CAPITAL	OGU Holdings Limited	25-33-152-007	\$918.00
8705	CAPITAL	Capital Wyoming, LLC	25-33-152-006	\$648.00
VACANT	CAPITAL	Equity Holding Co.	25-33-152-056	\$1,836.00
8797	CAPITAL	Equity Holding Co.	25-33-152-055	\$424.80
VACANT	CAPITAL	City of Oak Park	25-32-251-050	\$4,770.00
13133	CLOVERDALE	Clovequip Properties	25-32-376-026	\$10,759.50
12901	CLOVERDALE	Pessina-Parlan Mgmt.	25-32-376-005	\$2,499.00
VACANT	CLOVERDALE	Pessina-Parlan Mgmt.	25-32-376-006	\$1,260.00
20785	COOLIDGE	Blue Water Ventures, LLC	25-31-484-001	\$2,154.50
21215	COOLIDGE	City of Oak Park	25-31-484-032	\$2,132.99
13200	NORTHEMND	BRILAR	25-32-152-025	\$11,070.00
VACANT	EIGHT MILE	City of Oak Park	25-32-376-018	\$369.00
VACANT	EIGHT MILE	City of Oak Park	25-32-351-032	\$540.00
12700	EIGHT MILE	RTM Tower Holdings	25-32-376-027	\$36,738.00
13000	EIGHT MILE	B&S Property Holdings	25-32-351-038	\$7,724.46
22001	REPUBLIC	Ferndale Board of Ed.	25-33-107-001	\$4,278.00

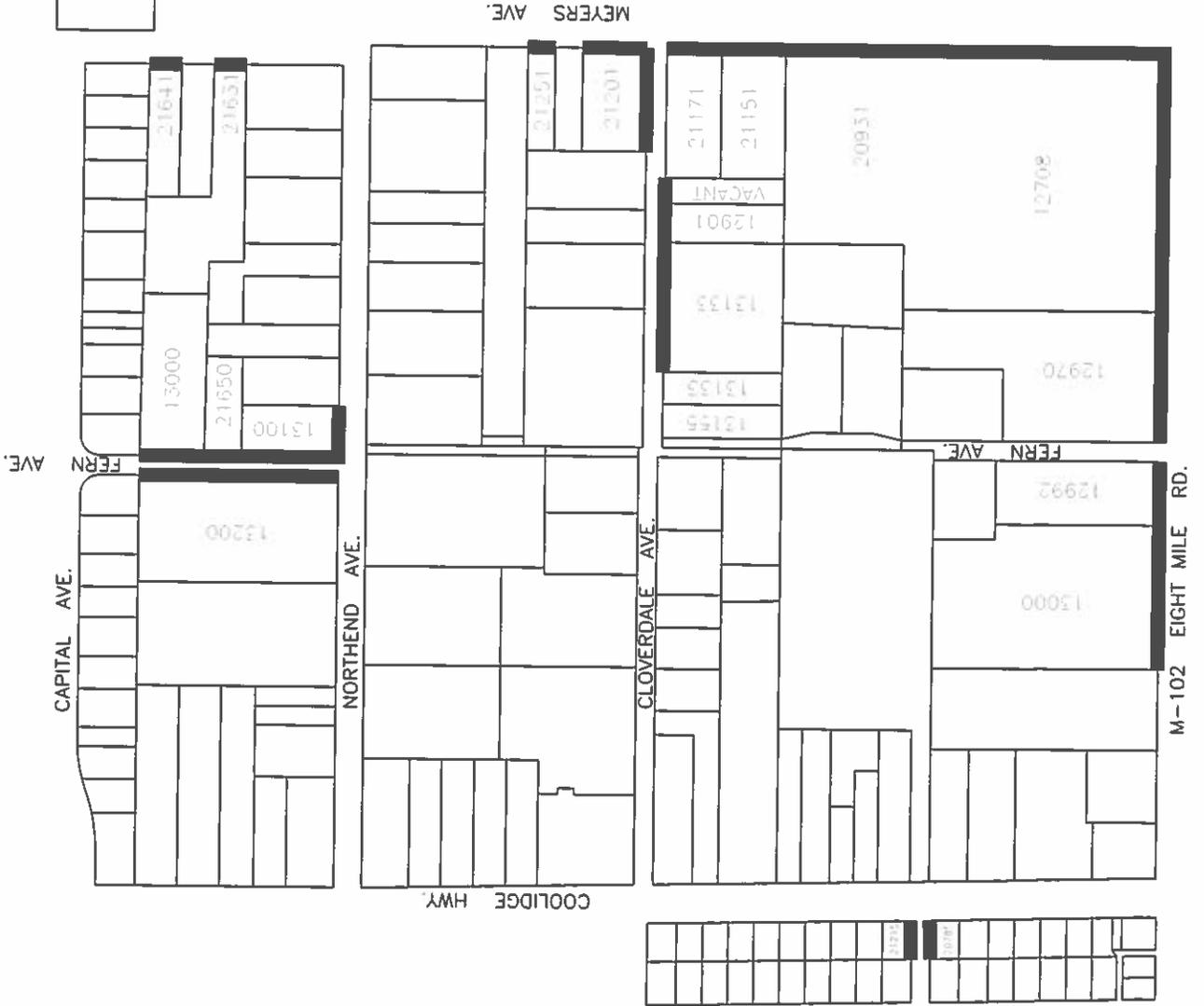
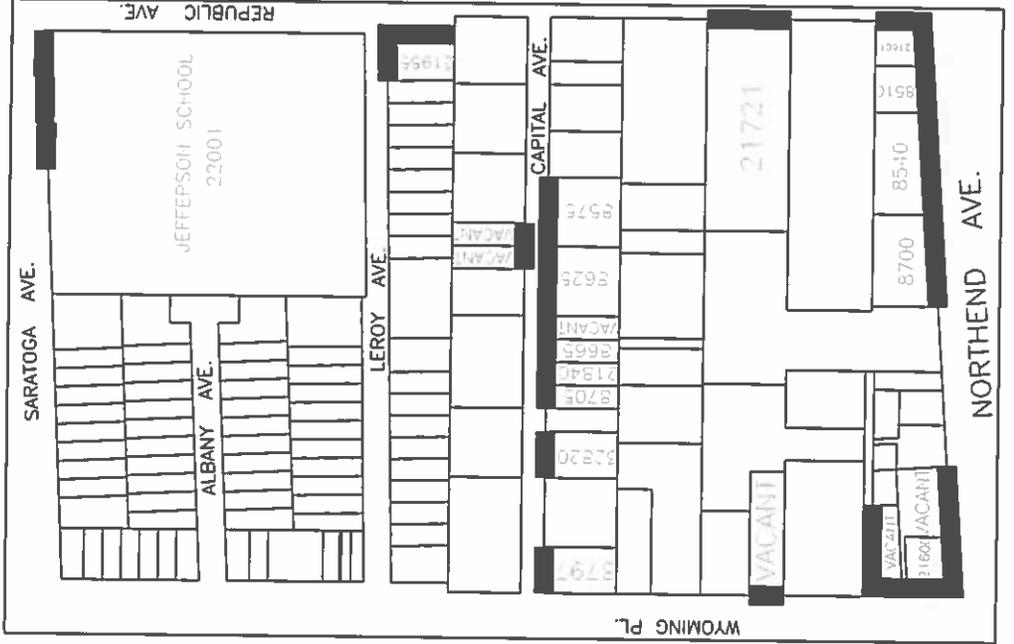
ADDRESS	STREET	OWNER	PARCEL	COST
12992	EIGHT MILE	Hull Brothers Investment	25-32-351-031	\$3,924.00
12950-12970	EIGHT MILE	Poison Oak Property	25-32-376-011	\$7,695.00
21650	FERN	Ronald O'Malley	25-32-177-036	\$1,521.00
21680	FERN	TM Leasing & Storage Co.	25-32-177-033	\$2,992.50
21641	MEYERS	Barbara Nimchonok	25-32-177-018	\$3,546.00
21631	MEYERS	Prairie Farms Dairy	25-32-177-038	\$1,422.00
21251	MEYERS	FAAR, LLC	25-32-326-014	\$765.00
21171	MEYERS	Bricco Excavating Co.	25-32-326-016	\$3,996.00
21151	MEYERS	Herbert Haynes III	25-32-376-007	\$1,770.00
8510	NORTHEMND	LTAR Properties, LLC	25-32-376-008	\$3,060.00
8540-8600	NORTHEMND	M & C Investments	25-33-152-050	\$2,298.00
8700	NORTHEMND	Paul & Aaron Chateau	25-33-152-052	\$2,749.50
VACANT	NORTHEMND	BMN, LLC	25-33-152-046	\$2,286.00
13070	NORTHEMND	DTE Electric Co.	25-33-152-059	\$2,484.00
21955	REPUBLIC	Ernest Mustafa Hassan	25-32-177-020	\$1,282.50
21721	REPUBLIC	US North, LLC	25-33-151-022	\$2,247.50
21601	REPUBLIC	AAS Real Estate Invest.	25-33-152-044	\$1,543.50
21841	WYOMING	J3 Management, LLC	25-32-276-023	\$8,085.30
21610	WYOMING	Robert G Ryan	25-33-152-034	\$1,080.00
VACANT	WYOMING	DTE Electric Co.	25-33-152-059	\$180.00
21600	WYOMING	Glen H III Gaskill	25-33-152-038	\$1,602.00

TOTAL	\$155,756.05
AVERAGE	\$3,622.23
AVG. W/O TOWER	\$2,833.76

Commercial Sidewalk Gap Map



ADDITIONAL SECTION





BUSINESS OF THE CITY COUNCIL, OAK PARK, MICHIGAN

AGENDA OF:

AGENDA #

SUBJECT: Switching out three current Xerox copiers in Public Safety for three new units.

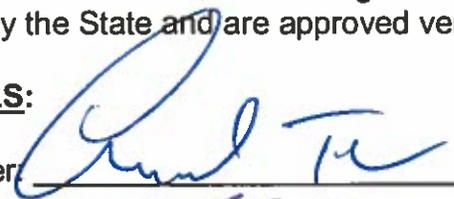
DEPARTMENT: Information Technology

SUMMARY: With the use of the MIDeal contract for the State of Michigan, we can switch out to better equipment and lower our cost by \$368.99 per month. We have 6 other Xerox units under this contract, which have 5 years terms.

FINANCIAL STATEMENT: Current cost, based on our volume over the last 12 months for the three Public Safety units \$1,061.00, new cost \$691.01. The total Xerox contract is \$2,600.64 per month for the entire city.

RECOMMENDED ACTION: It is recommended that City Council approve the City to reduce current cost by switching out to the new Xerox units. The MIDeal contract is available to Governmental agencies of the State of Michigan and all vendors on the MIDeal contract have gone through the bidding process conducted by the State and are approved vendors.

APPROVALS:

City Manager: 

Director of IT: 

Director of Finance: _____

EXHIBITS: Proposal

Product	Financial Install Date	Equipment Status	Monthly Equipment Charge	Monthly Fixed Costs	Meter	Volume Band	Per Print Rate	Average Monthly Volume	Average Vol Above Plan	Meter Charges	Includes Supplies	Total (pre-tax)
W7845PT S/N: MX4342042 <i>Rec</i>	4/2/2014	Leased 10 of 60	\$184.96	\$184.96	1:BW 2:CLR	0 0	\$0.0056 \$0.0456	6615 1428	6615 1428	\$37.04 \$65.12	yes	\$287.12
W7855PT S/N: MX4332083 <i>CITY MGR</i>	11/20/2013	Leased 15 of 60	\$207.52	\$207.52	1:BW 2:CLR	0 0	\$0.01 \$0.05	6592 5367	6592 5367	\$36.92 \$244.74	yes	\$489.18
W7428P S/N: PBB020092 <i>PS Director</i>	9/23/2010	Leased 53 of 60	\$236.04	\$236.04	1:BW 2:CLR	9000 0	\$0.01 \$0.09	2483 1020	0 1020	\$0.00 \$92.31	yes	\$328.35
W7755P S/N: RFX348514 <i>PS Records</i>	10/7/2010	Leased 52 of 60	\$470.42	\$470.42	1:BW 2:CLR	8500 0	\$0.01 \$0.08	6494 848	0 848	\$0.00 \$64.36	yes	\$534.78
5745APT S/N: XEH612348 <i>FINANCE</i>	4/20/2011	Leased 46 of 60	\$226.61	\$226.61	1:TOTAL	20000	\$0.01	17490	0	\$0.00	yes	\$226.61
5740PT S/N: XEK494748 <i>PS I.B.</i>	9/23/2010	Leased 53 of 60	\$196.06	\$196.06	1:TOTAL	15000	\$0.01	3872	0	\$0.00	yes	\$196.06
W7220P S/N: LX7377360 <i>LIBRARY</i>	3/6/2014	Leased 11 of 60	\$168.38	\$168.38	1:BW 2:CLR	2700 100	\$0.01 \$0.08	2661 85	0 0	\$0.00 \$0.00	yes	\$168.38
5745APT S/N: XEH603190 <i>T & P</i>	3/15/2011	Leased 47 of 60	\$226.61	\$226.61	1:TOTAL	20000	\$0.01	11087	0	\$0.00	yes	\$226.61
W7855PT S/N: MX4358613 <i>CLERK/P.T.</i>	9/3/2014	Leased 5 of 60	\$207.50	\$207.50	1:BW 2:CLR	0 0	\$0.01 \$0.05	5182 6053	5182 6053	\$29.02 \$276.02	yes	\$512.54

\$2,969.63

Lease Agreement



Customer: OAK PARK, CITY OF

BillTo: CITY OF OAK PARK
PUBLIC SAFETY DEPT
13800 OAK PARK BLVD
OAK PARK, MI 48237-2076

Install: CITY OF OAK PARK
PUBLIC SAFETY DEPT
13800 OAK PARK BLVD
OAK PARK, MI 48237-2076

Tax ID#: 38-

Negotiated Contract : 072472900

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. 5955OCT (WORKCENTRE 5955OCT)	- 1 Line Fax - Customer Ed - Analyst Services	Lease Term:	60 months	- Xerox WC7755P S/N RFX348514	4/3/2015
		Purchase Option:	FMV	Trade-In as of Payment 54	

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. 5955OCT	\$235.40	1: BW	1 - 35,000 35,001+	Included \$0.0067	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$235.40	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: _____ Phone: (248)691-7591

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Glen Dunn
(810)733-1913

For information on your Xerox Account, go to
www.xerox.com/AccountManagement



Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

PRICING PLAN/OFFERING SELECTED:

2. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

3. REFINANCE. The "Amount Refinanced" is included in the amount financed under this Agreement. If the Amount Refinanced is under an agreement with a third party, you acknowledge you have the right to terminate the agreement and you will provide Xerox with a statement from the third party identifying the equipment at issue, the amount to be paid off and the payee's name and mailing address. If the Amount Refinanced is under an agreement with Xerox, the refinancing will render your prior agreement null and void. If you breach any of your obligations under this Agreement, the full Amount Refinanced will be immediately due and payable.

GENERAL TERMS & CONDITIONS:

4. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic

transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, Customer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.

Lease Agreement



Customer: OAK PARK, CITY OF

BillTo: CITY OF OAK PARK
PUBLIC SAFETY DEPT
13800 OAK PARK BLVD
OAK PARK, MI 48237-2076

Tax ID#: 38-

Negotiated Contract : 072627000

Install: CITY OF OAK PARK
PUBLIC SAFETY DEPT
13800 OAK PARK BLVD
OAK PARK, MI 48237-2076

Solution

Item	Product Description	Agreement Information		Trade Information	Requested Install Date
1. W7835PT (W7835PT TANDEM)	- 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term:	60 months	- Xerox WC5740 S/N XEK494748	4/3/2015
		Purchase Option:	FMV	Trade-In as of Payment 55	
2. W7835PT (W7835PT TANDEM)	- 1 Line Fax - Office Finisher Lx - Customer Ed - Analyst Services	Lease Term:	60 months	- Xerox WC7428P S/N PBB020092	4/3/2015
		Purchase Option:	FMV	Trade-In as of Payment 55	

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. W7835PT	\$167.45	1: BLACK 2: COLOR	All Prints All Prints	\$0.0056 \$0.0456	- Consumable Supplies Included for all prints - Pricing Fixed for Term
2. W7835PT	\$167.43	1: BLACK 2: COLOR	All Prints All Prints	\$0.0056 \$0.0456	- Consumable Supplies Included for all prints - Pricing Fixed for Term
Total	\$334.88	Minimum Payments (Excluding Applicable Taxes)			

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: _____

Phone: (248)691-7591

Signature: _____

Date: _____

Thank You for your business!
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**CITY OF OAK PARK
NOTICE OF PUBLIC HEARING ON
2015 –2016 FISCAL YEAR BUDGET**

PLEASE TAKE NOTICE that the City Council of the City of Oak Park, Oakland County, Michigan will hold a public hearing to take testimony and discuss the City's Budget for July 1, 2015 through June 30, 2016. The public hearing will be held on Monday, May 18, 2015 at 7:00 o'clock in the evening, or as soon thereafter as can be held, in the Council Chambers, 14000 Oak Park Boulevard, Oak Park, Michigan.

Last Fiscal Year (July 1, 2014 through June 30, 2015), the City of Oak Park levied 16.3563 mills for Operating purposes, 1.4914 mills for Library purposes, .50000 of a mill for Recreation purposes, 2.0000 mills for Public Safety, 6.4729 mills for Public Safety Public Act 345, 6.20184 mills for Retirement of Debt, 1.1437 mills for Headlee Override and 2.9531 mills for Solid Waste. The proposed Fiscal Year 2015-2016 Budget recommends 16.3563 mills for Operating purposes, 1.4914 mills for Library purposes, .50000 of a mill for Recreation purposes, 2.0000 mills for Public Safety, 7.0000 mills for Public Safety Public Act 345, 6.1615 mills for Debt Retirement, 1.14370 mills for Headlee Override and 2.95310 mills for Solid Waste.

A copy of the proposed budget is available at: City Clerk's Office, City of Oak Park, 14000 Oak Park Blvd., Oak Park, Michigan 48237, Telephone: (248) 691-7544.

THE PROPERTY TAX MILLAGE RATE PROPOSED TO BE LEVIED TO SUPPORT THE PROPOSED BUDGET WILL BE A SUBJECT OF THIS HEARING.

This Notice is given by order of the City Council for the City of Oak Park, Michigan.

T. EDWIN NORRIS, CITY CLERK